



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

*Pursuant to Assembly Bill 361, there will be no public location for attending in person. This meeting will be held virtually because state and local officials recommend measures to promote social distancing. Members of the public who wish to participate may do so by calling in at:*

**Toll Free: (877) 309-2073  
Access Code: 676-224-733**

**or Via Computer:  
<https://www.gotomeeting.com/meeting/join-meeting>  
9-digit Meeting ID: 676224733**

*Members of the public who wish to comment on any item within the jurisdiction of the Agency or any item on the agenda may submit comments by emailing [sbaca@dwa.org](mailto:sbaca@dwa.org) or may do so during the meeting. Comments will become part of the Board meeting record. Board members and staff will be participating in this meeting via teleconference.*

***\*In order to reduce feedback, please mute your audio when you are not speaking.***

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** **BLOOMER**
2. **ROLL CALL** **BACA**
3. **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
4. **CONSENT CALENDAR ITEMS:** Items listed under the Consent Calendar are considered to be routine and will be acted upon by one motion of the Board without discussion. There will be no separate discussion on these items unless a Board Member requests a specific item to be discussed and/or removed from the Consent Calendar for separate action.
  - A. Approve minutes of the October 5, 2021 Board Meeting
  - B. Receive and File - Minutes of the October 14, 2021 Executive Committee meeting
  - C. Receive and File – September Water Use Reduction Figures
  - D. Request Authorization for General Manager to Authorize Execution of an Advantage Program Agreement with ESRI for GIS Technical Advisory Support
5. **SECRETARY-TREASURER'S REPORT (SEPTEMBER)** **STUART**
6. **GENERAL MANAGER'S REPORT** **KRAUSE**
7. **DISCUSSION ITEM**
  - A. Department of Water Resources 2021 Drought Update **METZGER**
8. **DIRECTORS COMMENTS/REQUESTS**
9. **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  
(Two Cases)
  - 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)

Bonnie Kessner, et al vs. Desert Water Agency, et al

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d) (1)

Name of Case: AT&T vs. County of Riverside

E. CONFERENCE WITH LEGAL COUNSEL – PENDING ADMINISTRATIVE PROCEEDING

Pursuant to Government Code Section 54956.9 (d) (1)

Regional Water Quality Control Board Claim No. 7018 0680 0000 1010 7377


10. RECONVENE INTO OPEN SESSION – REPORT FROM CLOSED SESSION

11. 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.

DECLARATION OF POSTING

Pursuant to Government Code Section 54954.2, I certify that this agenda has been posted at least 72 hours prior to the meeting on the Agency's website at [www.dwa.org](http://www.dwa.org) and at the Agency's main office, 1200 South Gene Autry Trail, Palm Springs, CA.

  
Sylvia Baca

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

**4-A**

**October 5, 2021**

DWA Board via Kristin Bloomer, President )  
Teleconference: James Cioffi, Vice President )  
Joseph K. Stuart, Secretary-Treasurer )  
Patricia G. Oygar, Director )  
Paul Ortega, Director )

DWA Staff via Mark S. Krause, General Manager )  
Teleconference: Steve Johnson, Assistant General Manager )  
Esther Saenz, Finance Director )  
Sylvia Baca, Asst. Secretary of the Board )  
Ashley Metzger, Dir. Public Affairs & Water Planning )  
Kris Hopping, Human Resources Director )  
Kim McCance, Senior Administrative Asst. )

Consultants via Michael T. Riddell, Best Best & Krieger )  
Teleconference:

Public via David Freedman, Palm Springs Sustainability Comm. )  
Teleconference: Steve Grasha, Mission Springs Water District )

19260. President Bloomer opened the meeting at 8:00 a.m. and asked everyone to join her in the Pledge of Allegiance. **Pledge of Allegiance**

19261. President Bloomer called upon Assistant Secretary of the Board Baca to conduct the roll call: **Roll Call**

Present: Ortega, Oygar, Stuart, Cioffi, Bloomer

19262. President Bloomer opened the meeting for public comment. **Public Comment**

Mr. Grasha suggested that the Agency provide more time for public review for the redistricting process. Mr. Grasha

There was no one else from the public wishing to address the Board at this time.

19263. President Bloomer called for approval of the Consent Calendar. She noted that the Consent Calendar items 4-A through 4-F are expected to be routine and to be acted upon by the Board of Directors at one time without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be presented separately.

- A. Approve minutes of the September 21, 2021 Board Meeting
- B. Receive and File - Minutes of the September 30, 2021 Executive Committee meeting
- C. Receive and File – Memo on September 16, 2021 State Water Contractors’ Meeting
- D. Receive and File – September 2021 Activities & Events for Public Affairs & Water Planning
- E. Request Authorization for General Manager to Execute Letter Agreement for Cost Sharing of the Mission Creek Subbasin Annual Report for Water Year 2021
- F. Request Authorization for Extension of Virtual Board and Committee Meetings, Adopt Findings That In-Person Meetings Would Pose a Risk to Public Health (Per AB361), Therefore Continue the Practice of Conducting Board and Committee Meetings Virtually

**Approval of the Consent Calendar**

- A. September 21, 2021 Regular Board Mtg. Minutes
- B. September 30, 2021 Executive Comm. Mtg. Minutes
- C. September 16, 2021 State Water Contractors Mtg.
- D. September 2021 Activities & Events
- E. Request Authorization for General Mgr. to Execute Agreement for Cost Sharing of Mission Creek Subbasin Annual Report for 2021
- F. Request Authorization for Extension of Virtual Board & Committee Mtgs.

Vice President Cioffi requested Item 4-E be pulled for discussion.

General Manager Krause presented his staff report for Item 4-E.

Vice President Cioffi requested Item 4-C be pulled for discussion.

Agency Counsel Riddell provided a report on the September 16, 2021 Board of Directors of the State Water Contractors (SWC) meeting.

Mr. Grasha expressed his opinion that elected officials should be able to attend the SWC meetings, whether in person or virtually.

Public Comment on Item 4-C; Mr. Grasha

Vice President Cioffi moved for approval of Items 4-A thru 4-F. After a second by Director Ortega, the Consent Calendar was approved by the following roll call vote:

AYES: Ortega, Oygar, Stuart, Cioffi, Bloomer  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

19264. President Bloomer called upon Secretary-Treasurer Stuart to present an overview of financial activities for the month of August 2021.

**Secretary-Treasurer's  
Report (August)**

Secretary-Treasurer Stuart reported that the Operating Fund received \$3,748,924 in Water Sales Revenue, \$104,458 in Reclamation Sales Revenue and \$49,376 in Construction Deposits. The miscellaneous cash receipts included \$182,253 received for Prop 1 Round 1 Turf Buyback from CVWD, \$204,080 from FEMA for reimbursement for Snow Creek and Cathedral Canyon 2019 Valentine's Day flood damages, and \$100,000 for CPV Sentinel contributions for DWA conservation programs. \$1,514,742 was paid out in Accounts Payable. Year-to-date Water Sales are 7% over budget, Year-to-date Total Revenues are 10% over budget; and Year-to-date Total Expenses are 38% under budget. There were a total of 23,213 active services as of August 31, compared to 23,173 active services as of July 31.

**Operating Fund**

Reporting on the General Fund, Mr. Stuart stated that \$358,478 was received in Property Tax Receipts, \$452,583 in Groundwater Assessments, \$44,903 in Water Management Agreement reimbursements from CVWD for State Water Project cost share agreements, and \$102,097 in Miscellaneous receipts for CV Water Counts cost share. \$791,411 was paid in State Water Project charges (YTD \$4,194,526).

**General Fund**

Reporting on the Wastewater Fund, Mr. Stuart reported \$96,932 was received in Wastewater Revenue Receipts. \$62,478 was paid out in Accounts Payable.

**Wastewater Fund**

19265. President Bloomer 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.

19266. At 9:00 a.m., President Bloomer convened into a Teleconference 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 (Two Cases); (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 54956.9 (d) (1) Bonnie Kessner, et al vs. Desert Water Agency, et al; (D) Existing Litigation, Pursuant to Government Code Section 54956.9 (d) (1), AT&T vs. County of Riverside; and (E) Pending Administrative Proceeding Pursuant to Government Code Section 54956.9 (d) (1) Regional Water Quality Control Board Claim No. 7018 0680 0000 1010 7377.

**Closed Session:**

- A. Existing Litigation – ACBCI vs. CVWD, et al. (2 Cases)
- B. Existing Litigation – MSWD vs. DWA
- C. Existing Litigation- Bonnie Kessner, et al vs. Desert Water Agency et al
- D. Existing Litigation - Possible Intervention in Case: AT&T vs. County of Riverside
- E. Pending Admin. Proceeding, RWQCB Claim

19267. At 10:29 a.m., Assistant General Manager Johnson reconvened the meeting into open session and announced there was no reportable action taken.

**Reconvene** – No  
Reportable Action

19268. In the absence of any further business, Assistant General Manager Johnson adjourned the meeting at 10:30 a.m.

**Adjournment**

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Sylvia Baca  
Assistant Secretary of the Board

DRAFT

**Minutes**  
**Executive Committee Meeting**  
October 14, 2021

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**Directors Present:** Kristin Bloomer, James Cioffi

**Staff Present:** Steve Johnson, Esther Saenz, Ashley Metzger, Sylvia Baca

**1. Discussion Items**

A. Review Agenda for October 19, 2021 Board Meeting

The proposed agenda for the October 19, 2021 meeting was reviewed.

B. Expense Reports

The September Expense reports were reviewed.

C. ACWA Fall Conference Voter Designation Form

Staff informed the Committee of the required form for the upcoming conference. The Committee directed Staff to process the form.

D. 2021 Board Conference Travel Calendar Update (NWRA Annual Conference)

The Committee reviewed the upcoming NWRA Annual Conference agenda and recommended adding one travel day (Sunday). Staff will update the calendar and make the appropriate hotel changes.

E. Agency Electronic Communication

Staff updated the Committee on Acorn's (new Managed IT Services vendor) security updates and how to improve communication throughout the Agency.

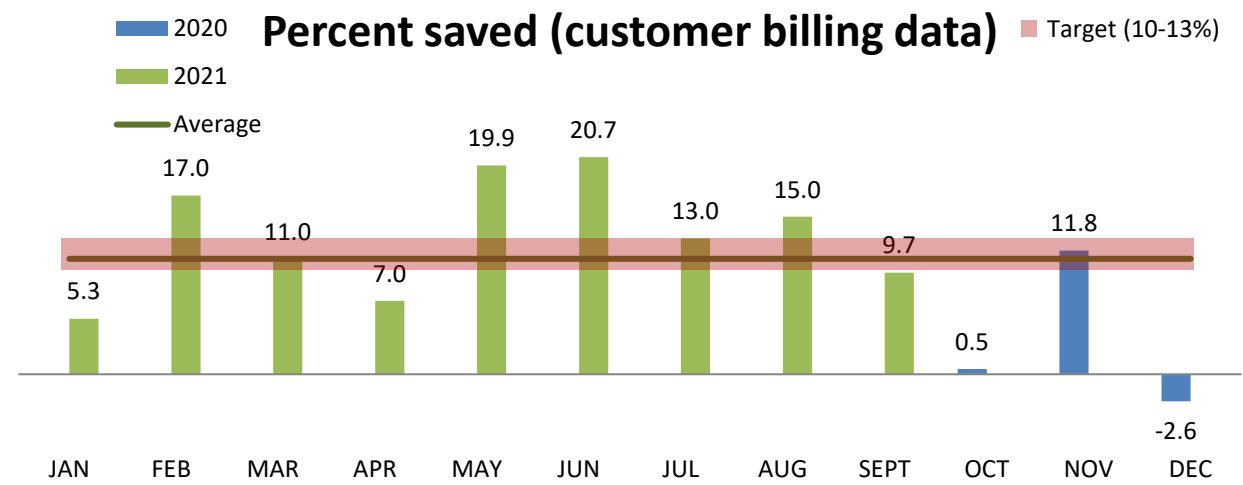
**2. Adjourn**

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

**OCTOBER 19, 2021**

**RE: SEPTEMBER 2021 WATER USE REDUCTION FIGURES**

Desert Water Agency customers achieved a 9.7% reduction in metered potable water consumption during September 2021 compared to the same month in 2013 – the baseline year DWA used to set its conservation target.



Over the past 12 months, consumption is trending 11% lower compared to 2013. DWA is asking its customers to voluntarily save 10-13% compared to 2013 to help achieve long-term sustainability.

While overall water use is down 9.7% in September 2021 compared to September 2013, if we account for the new meters/customers since 2013, the reduction is roughly 31%. The Governor recently asked Californians to voluntarily conserve 15% compared to last year. DWA per customer usage is down 2% compared to last September. Though we're encouraging and incentivizing conservation, there is presently no requirement for the Agency or any of its customers to meet a certain savings requirement.

On the following page is additional information for this month.



September 2021 conservation percentage	9.7%
September 2021 metered potable consumption	3216.02 AF
September 2013 metered potable consumption	3561.22 AF
September 2021 percentage of residential use out of potable water sales.	70.29%
Population (inclusive of seasonal residents)	71,680
Estimated R-GPCD	342.52
How many public complaints of water waste or violation of conservation rules were received during the reporting month?	40
How many contacts (written/ verbal) were made with customers for actual/ alleged water waste or for a violation of conservation rules?	11
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?	6
How many penalties were issued for water waste or for a violation of conservation rules?	2

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

**OCTOBER 19, 2021**

**RE: REQUEST AUTHORIZATION FOR GENERAL MANAGER TO  
AUTHORIZE EXECUTION OF AN ADVANTAGE PROGRAM  
AGREEMENT WITH ESRI FOR GIS TECHNICAL ADVISORY  
SUPPORT**

Desert Water Agency is developing its Geographic Information Systems (GIS) capabilities. This will allow the Agency to have better and faster access to records related to our assets throughout the community.

In September, the Agency hired its GIS Specialist and we are preparing our current files for migration into a GIS software program (Esri ArcGIS Online).

In order to get our maps integrated and begin leveraging GIS for things like quick valve isolation guidance, system maintenance and water waste, DWA will need technical advisory support, to include training, tutorials and consulting services.

Esri, the GIS vendor, met with staff and helped us determine the best option for our needs. The cost below is for a year of services, as part of Esri's Small Government and Local Utility Enterprise Advantage Program.

**Fiscal Impact:** \$82,100

Funding for GIS Program consultants is included in the 2021/2022 fiscal year Operating Budget in the amount of \$100,000. The execution of this agreement with Esri for the amount of \$82,100 will not have an adverse impact on the budget. Finance Director Saenz has reviewed this staff report.

**Recommendation:**

Staff recommends that the Board of Directors authorize the General Manager to authorize execution of an Advantage Program Agreement in the amount of \$82,100 with Esri for GIS technical advisory support.

**Attachments:**

1. Advantage Program Agreement

# Advantage Program Agreement



Agreement No. \_\_\_\_\_

This Advantage Program Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at <https://www.esri.com/legal/software-license>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

_____ (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Legal Address: _____	380 New York Street, Redlands, CA 92373-8100
By: _____ Authorized Signature	By: _____ Authorized Signature
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Customer Contact Information

Contact: _____	Telephone: _____
Address: _____	Fax: _____
City, State, ZIP: _____	Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## **1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS**

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

## **2.0 PROFESSIONAL SERVICES**

**2.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

**2.2 Permitted Uses.** Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

### **2.3 Task Orders and Project Schedule.**

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.

- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

### 3.0 ESRI MANAGED CLOUD SERVICES

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

### 3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

### 4.0 TRAINING

**4.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the Customer's learning management system.



- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their learning management system.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

#### **4.2 Permitted and Prohibited Uses.**

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

#### **4.3 Esri's Responsibilities.**

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

#### **4.4 Customer's Responsibilities.**

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;

- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
  - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
  - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
  - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

#### **4.5 Student Registration and Training Event Change Policy.**

- a. Customer will provide advance written notice to Esri Customer Service at [service@esri.com](mailto:service@esri.com) to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

#### **4.6 Invoicing; Prepaid Fees.**

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

#### **4.7 Availability and General Provision of Wireless Service**

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

#### **4.8 Esri E-Learning in the Customer's Learning Management System**

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>



- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>

## 5.0 ADVANTAGE PROGRAM

**5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components), or the Advantage Program for Partners, as described at [www.esri.com/partners/bpap/components](http://www.esri.com/partners/bpap/components).
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**5.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.



**5.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**5.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**5.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**5.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**5.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

**5.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**5.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

#### **5.10 Invoicing.**

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

#### **5.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.



## ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE B.1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
  - 1. Disclosed in source code form to third parties;
  - 2. Licensed to third parties for the purpose of making derivative works; or
  - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE B.2—TERM AND TERMINATION**

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.



**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

## **ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

**B.3.4 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

## ARTICLE B.4—LIMITATION OF LIABILITY

**B.4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

## ARTICLE B.5—INDEMNIFICATIONS

**B.5.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

### **B.5.2 Infringement Indemnity.**

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.



**B.5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

## **ARTICLE B.6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

## **ARTICLE B.7—SECURITY AND COMPLIANCE**

**B.7.1 Security.** Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any



necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

## **ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### **B.8.3 Customer Content.**

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
  1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

## **ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.



Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn.: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

DESERT WATER AGENCY  
STATEMENT OF CASH RECEIPTS AND EXPENDITURES

OPERATING ACCOUNT

SEPTEMBER 2021

INVESTED  
RESERVE FUNDS  
\$41,146,223.58

BALANCE	SEPTEMBER 1, 2021	\$504,029.94	
WATER SALES		\$3,637,003.22	
RECLAMATION SALES		102,193.44	
WASTEWATER RECEIPTS		78,429.58	
POWER SALES		14,574.71	
METERS, SERVICES, ETC.		290,899.00	
REIMBURSEMENT – GENERAL FUND		463,053.72	
REIMBURSEMENT – WASTEWATER FUND		15,643.49	
ACCOUNTS RECEIVABLE – OTHER		6,071.39	
CUSTOMER DEPOSITS – SURETY		14,810.00	
CUSTOMER DEPOSITS – CONST.		219,502.00	
LEASE REVENUE		3,796.78	
INTEREST RECEIVED ON INV. FDS.		10,298.47	
FRONT FOOTAGE FEES		0.00	
BOND SERVICE & RESERVE FUND INT		0.00	
MISCELLANEOUS		<u>76,907.22</u>	
TOTAL RECEIPTS		\$4,933,183.02	
PAYMENTS			
PAYROLL CHECKS		\$535,148.39	
PAYROLL TAXES		239,335.43	
ELECTRONIC TRANSFERS		197,547.11	
CHECKS UNDER \$10,000.00		288,399.26	
CHECKS OVER \$10,000.00 – SCH. #1		1,669,405.80	
CANCELLED CHECKS AND FEES		<u>19,797.58</u>	
TOTAL PAYMENTS		<u>\$2,949,633.57</u>	
NET INCOME		\$1,983,549.45	
BOND SERVICE ACCOUNT			
MONTHLY WATER SALES		\$0.00	
EXCESS RETURNED BY B/A		<u>\$0.00</u>	
BOND SERVICE FUND			\$0.00
INVESTED RESERVE FUNDS			
FUNDS MATURED		\$1,485,710.00	
FUNDS INVESTED – SCH. #3		<u>4,482,013.90</u>	
NET TRANSFER			(\$2,996,303.90) \$2,996,303.90
BALANCE	SEPTEMBER 30, 2021	(\$508,724.51)	\$44,142,527.48

DESERT WATER AGENCY  
**Operating Fund**  
Schedule #1 - Checks Over \$10,000



**September 2021**

Check #	Name	Description	Amount
129284	ACWA/JPIA	Health, dental & vision insurance premiums - October 2021	\$ 226,989.11
129340	Southern Calif Edison	Power	\$ 716,470.93
129387	Advance Infrastructure Tech	Ground Penetrating Radar	\$ 24,319.05
129401	Beck Oil Inc	Fuel purchase	\$ 21,180.66
129402	Best Best & Krieger LLP	Legal fees	\$ 68,519.95
129411	Cleanexcel, Inc	Cleaning services - September 2021	\$ 14,837.00
129424	Down to Earth Landscaping	Landscape maintenance	\$ 47,205.43
129425	Droplet Technologies	Annual Licensing 9/1/21 - 8/31/22	\$ 17,500.00
129432	Ferguson Waterworks	Water service supplies	\$ 33,065.50
129446	Inland Water Works Supply Co.	Water service supplies	\$ 164,443.98
129454	Landmark Consultants Inc	Soil Compaction Testing	\$ 11,126.00
129470	Outflow Technologies	Programming - Core backoffice project (W/O # 18-179-M)	\$ 25,445.00
129485	Singer Lewak LLP	ERP Consulting (W/O # 20-178-M) & IT Governance	\$ 59,360.39
129489	Southern Calif Edison	Power	\$ 12,755.87
129495	Thatcher Company of California	Water service supplies	\$ 58,926.26
129501	United Water Works Inc.	Water service supplies	\$ 30,167.20
129507	Z&L Paving	Paving	\$ 41,760.00
139370	Desert Water Agency - Wastewater	Wastewater revenue billing - August 2021	\$ 95,333.47
<b>Total</b>			<b>\$ 1,669,405.80</b>

### Monthly Investment Portfolio Report

As of 09/30/2021

AGG- Operating Fund (213426)

Dated: 10/05/2021

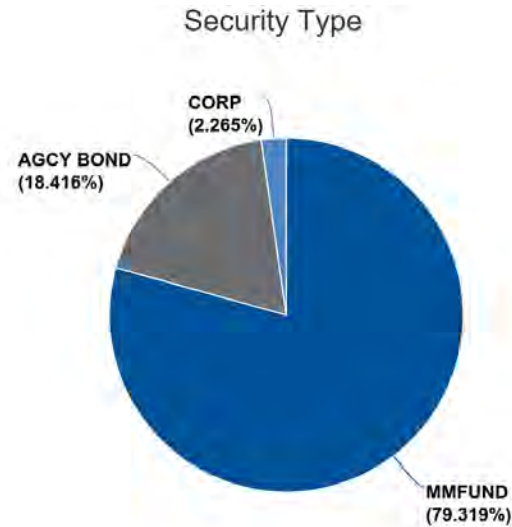


Chart calculated by: PAR Value

#### MMFUND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - OP	---	---	09/30/2021	09/30/2021	35,017,013.58	35,017,013.58	35,017,013.58	---
<b>LAIF Money Market Fund LAIF - OP</b>	<b>---</b>	<b>---</b>	<b>09/30/2021</b>	<b>09/30/2021</b>	<b>35,017,013.58</b>	<b>35,017,013.58</b>	<b>35,017,013.58</b>	<b>---</b>

#### AGCY BOND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL FARM CREDIT BANKS FUNDING CORP UnionBanc OP	04/29/2021	04/28/2023	04/28/2025	04/28/2025	1,000,000.00	999,500.00	995,365.00	0.741%
FEDERAL HOME LOAN BANKS UnionBanc OP	06/28/2021	12/30/2021	09/30/2024	09/30/2024	1,000,000.00	1,000,000.00	995,043.00	0.567%
FEDERAL HOME LOAN BANKS UnionBanc OP	09/30/2021	03/30/2022	09/30/2026	09/30/2026	1,000,000.00	1,000,000.00	995,073.00	1.122%
FEDERAL HOME LOAN BANKS UnionBanc OP	09/24/2021	---	09/13/2024	09/13/2024	1,130,000.00	1,125,513.90	1,125,065.29	0.524%
FEDERAL HOME LOAN MORTGAGE CORP UnionBanc OP	08/20/2020	08/20/2022	08/20/2025	08/20/2025	1,000,000.00	1,000,000.00	992,061.00	0.833%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc OP	06/30/2020	12/30/2021	06/30/2025	06/30/2025	1,000,000.00	1,000,000.00	996,995.00	0.811%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc OP	08/12/2020	08/12/2022	08/12/2025	08/12/2025	1,000,000.00	1,000,000.00	990,622.00	0.807%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc OP	12/16/2020	12/14/2021	06/14/2024	06/14/2024	1,000,000.00	1,000,500.00	996,509.00	0.505%
<b>--- UnionBanc OP</b>	<b>---</b>	<b>---</b>	<b>04/30/2025</b>	<b>04/30/2025</b>	<b>8,130,000.00</b>	<b>8,125,513.90</b>	<b>8,086,733.29</b>	<b>0.735%</b>

Monthly Investment Portfolio Report

As of 09/30/2021

AGG- Operating Fund (213426)

Dated: 10/05/2021

CORP

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION UnionBanc OP	06/22/2021	---	12/23/2024	12/23/2024	1,000,000.00	1,000,000.00	998,600.00	0.464%
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION UnionBanc OP	06/22/2021	---	12/23/2024	12/23/2024	1,000,000.00	1,000,000.00	998,600.00	0.464%

Summary

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
---	---	---	06/24/2022	06/24/2022	44,147,013.58	44,142,527.48	44,102,346.87	0.705%
---								

\* Grouped by: Security Type.   \* Groups Sorted by: Ending Market Value + Accrued.   \* Filtered By: Description ≠ "Receivable".   \* Weighted by: Ending Market Value + Accrued.



DESERT WATER AGENCY  
STATEMENT OF CASH RECEIPTS AND EXPENDITURES

GENERAL ACCOUNT

SEPTEMBER 2021

INVESTED  
RESERVE FUNDS  
\$179,671,891.03

BALANCE	SEPTEMBER 1, 2021	\$2,719.84	
* TAXES - RIVERSIDE COUNTY		0.00	
* INTEREST EARNED - INV. FUNDS		206,726.66	
GROUNDWATER REPLEN. ASSESSMENT		0.00	
REIMBURSEMENT - OPERATING FUND		0.00	
REIMBURSEMENT - CVWD MGMT AGRMT		0.00	
STATE WATER PROJECT REFUNDS		0.00	
REIMB - CVWD - WHITEWATER HYDRO		1,921.87	
POWER SALES - WHITEWATER		0.00	
MISCELLANEOUS		0.00	
TOTAL RECEIPTS		\$208,648.53	
PAYMENTS			
CHECKS UNDER \$10,000.00		21,221.52	
CHECKS OVER \$10,000.00 - SCH. #1		3,013,715.48	
CANCELLED CHECKS AND FEES		0.00	
TOTAL PAYMENTS		<u>\$3,034,937.00</u>	
NET INCOME		(\$2,826,288.47)	
INVESTED RESERVE FUNDS			
FUNDS MATURED		14,637,420.00	
FUNDS INVESTED - SCH. #2		<u>13,857,000.00</u>	
NET TRANSFER		\$780,420.00	(\$780,420.00)
BALANCE	SEPTEMBER 30, 2021	(\$2,043,148.63)	\$178,891,471.03
* INCLUSIVE TO DATE		TAXES	INTEREST
RECEIPTS IN FISCAL YEAR		\$925,516.59	\$427,573.25
RECEIPTS IN CALENDAR YEAR		\$29,457,016.13	\$1,241,680.02

DESERT WATER AGENCY

**General Fund**

Schedule #1 - Checks Over \$10,000



**September 2021**

Check #	Name	Description	Amount
9566	State of California Department of Water Resources	State Water Project - Yuba	\$ 258,172.00
9569	State of California Department of Water Resources	State Water Project - October 2021	\$ 212,280.00
9573	State of California Department of Water Resources	State Water Project - September 2021	\$ 1,845,768.00
9574	Deser Water Agency	Operating Fund Reimbursement	\$ 462,723.72
9576	Coachella Valley Water District	Indio Subbasin Cost Share	\$ 99,069.18
9577	Coachella Valley Water District	Mission Creek Subbasin Cost Share	\$ 114,632.58
9579	United States Geological Survey	Joint Funding Agreement quarterly billing (11/20 - 09/21)	\$ 21,070.00
<b>Total</b>			<b>\$ 3,013,715.48</b>

### Monthly Investment Portfolio Report

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

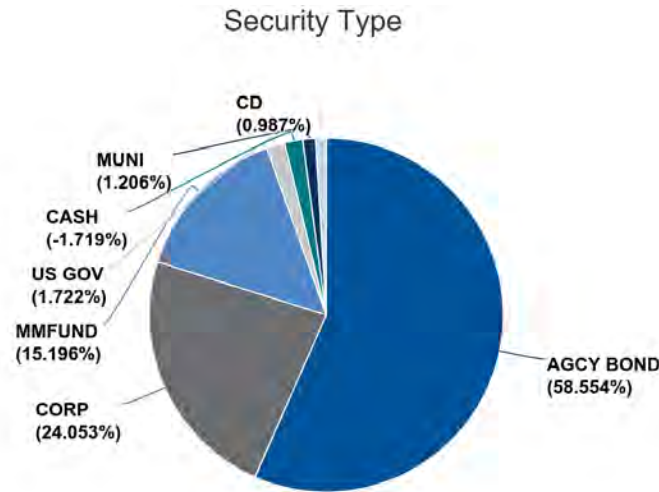


Chart calculated by: PAR Value

#### AGCY BOND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	08/04/2020	10/10/2021	08/04/2025	08/04/2025	3,000,000.00	3,000,005.00	2,981,463.00	0.834%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	10/15/2020	10/10/2021	10/15/2024	10/15/2024	3,000,000.00	2,995,500.00	2,981,904.00	0.600%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	01/05/2021	10/10/2021	04/05/2024	04/05/2024	3,000,000.00	3,000,000.00	2,986,890.00	0.445%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	02/12/2021	10/10/2021	11/12/2024	11/12/2024	3,000,000.00	3,000,000.00	2,971,416.00	0.609%
FEDERAL FARM CREDIT BANKS FUNDING CORP UnionBanc GF	12/22/2020	12/22/2022	12/22/2025	12/22/2025	3,000,000.00	3,000,000.00	2,948,004.00	0.889%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	10/15/2020	10/15/2021	10/15/2024	10/15/2024	3,000,000.00	3,000,000.00	2,984,346.00	0.603%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	12/28/2020	12/21/2021	12/21/2023	12/21/2023	3,000,000.00	3,000,000.00	2,988,534.00	0.383%
FEDERAL FARM CREDIT BANKS FUNDING CORP Stifel	10/16/2020	10/10/2021	03/28/2024	03/28/2024	3,000,000.00	3,000,000.00	2,989,299.00	0.444%
FEDERAL HOME LOAN BANKS Alamo Capital	04/09/2021	11/18/2021	11/18/2024	11/18/2024	3,000,000.00	2,989,263.00	2,970,879.00	0.613%
FEDERAL HOME LOAN BANKS Alamo Capital	09/30/2021	09/30/2022	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,984,643.00	1.106%
FEDERAL HOME LOAN BANKS UnionBanc GF	12/30/2020	12/30/2021	12/30/2025	12/30/2025	3,000,000.00	3,000,000.00	2,952,438.00	0.901%
FEDERAL HOME LOAN BANKS UnionBanc GF	06/28/2021	12/30/2021	09/30/2024	09/30/2024	3,000,000.00	3,000,000.00	2,985,129.00	0.567%
FEDERAL HOME LOAN BANKS UnionBanc GF	09/30/2021	03/30/2022	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,985,219.00	1.122%
FEDERAL HOME LOAN BANKS Piper Sandler	11/04/2019	11/04/2021	11/04/2021	11/04/2024	3,000,000.00	3,000,000.00	3,004,944.00	1.820%

## Monthly Investment Portfolio Report

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL HOME LOAN BANKS Piper Sandler	01/28/2021	10/10/2021	03/28/2024	03/28/2024	3,000,000.00	3,000,000.00	2,987,190.00	0.442%
FEDERAL HOME LOAN BANKS Piper Sandler	02/17/2021	11/17/2021	02/17/2026	02/17/2026	3,000,000.00	3,000,000.00	2,957,655.00	0.955%
FEDERAL HOME LOAN BANKS Piper Sandler	02/26/2021	11/26/2021	11/26/2024	11/26/2024	3,000,000.00	3,000,000.00	2,970,153.00	0.619%
FEDERAL HOME LOAN BANKS Piper Sandler	04/22/2021	10/29/2021	04/29/2024	04/29/2024	3,000,000.00	3,000,000.00	2,992,863.00	0.468%
FEDERAL HOME LOAN BANKS Piper Sandler	09/30/2021	03/30/2022	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,987,856.00	1.113%
FEDERAL HOME LOAN BANKS Piper Sandler	09/30/2021	09/30/2022	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,984,643.00	1.106%
FEDERAL HOME LOAN BANKS Stifel	02/25/2021	11/25/2021	11/25/2024	11/25/2024	3,000,000.00	3,000,000.00	2,974,884.00	0.619%
FEDERAL HOME LOAN BANKS Stifel	03/30/2021	12/30/2021	09/30/2024	09/30/2024	2,000,000.00	2,000,000.00	1,996,072.00	0.576%
FEDERAL HOME LOAN BANKS Stifel	06/28/2021	12/28/2021	02/28/2024	02/28/2024	3,000,000.00	3,000,000.00	2,987,784.00	0.420%
FEDERAL HOME LOAN MORTGAGE CORP Alamo Capital	09/30/2020	12/30/2021	09/30/2025	09/30/2025	3,000,000.00	3,000,000.00	2,949,009.00	0.833%
FEDERAL HOME LOAN MORTGAGE CORP UnionBanc GF	08/20/2020	08/20/2022	08/20/2025	08/20/2025	3,000,000.00	3,000,000.00	2,976,183.00	0.833%
FEDERAL HOME LOAN MORTGAGE CORP Piper Sandler	06/25/2020	06/25/2022	06/25/2025	06/25/2025	3,000,000.00	3,000,000.00	2,989,365.00	0.796%
FEDERAL HOME LOAN MORTGAGE CORP Piper Sandler	08/26/2020	11/26/2021	08/26/2024	08/26/2024	3,000,000.00	3,000,000.00	2,993,862.00	0.571%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	10/28/2020	10/28/2022	10/28/2024	10/28/2024	3,000,000.00	3,000,000.00	2,981,709.00	0.610%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	11/30/2020	11/30/2022	05/30/2024	05/30/2024	3,000,000.00	3,000,000.00	2,989,830.00	0.488%
FEDERAL NATIONAL MORTGAGE ASSOCIATION Alamo Capital	08/25/2020	---	08/25/2025	08/25/2025	3,000,000.00	2,985,965.00	2,954,115.00	0.774%
FEDERAL NATIONAL MORTGAGE ASSOCIATION Alamo Capital	09/06/2019	---	09/06/2022	09/06/2022	1,000,000.00	996,520.00	1,011,488.00	0.143%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc GF	07/15/2020	01/15/2022	07/15/2025	07/15/2025	3,000,000.00	3,000,000.00	2,987,592.00	0.841%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc GF	08/12/2020	08/12/2022	08/12/2025	08/12/2025	3,000,000.00	3,000,000.00	2,971,866.00	0.807%
FEDERAL NATIONAL MORTGAGE ASSOCIATION UnionBanc GF	12/16/2020	12/14/2021	06/14/2024	06/14/2024	3,000,000.00	3,001,500.00	2,989,527.00	0.505%
FEDERAL NATIONAL MORTGAGE ASSOCIATION Piper Sandler	12/14/2020	12/14/2021	06/14/2024	06/14/2024	3,000,000.00	3,000,000.00	2,989,527.00	0.505%
---	---	---	01/21/2025	02/23/2025	102,000,000.00	101,968,753.00	101,338,281.00	0.726%
---								

### CORP

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
3M CO Stifel	06/05/2020	03/15/2025	03/15/2025	04/15/2025	3,000,000.00	3,258,120.00	3,160,362.00	1.107%
APPLE INC Alamo Capital	09/16/2019	08/11/2024	08/11/2024	09/11/2024	1,000,000.00	990,552.00	1,034,372.00	0.621%
APPLE INC UnionBanc GF	01/27/2021	08/11/2024	08/11/2024	09/11/2024	3,000,000.00	3,150,000.00	3,103,116.00	0.621%
APPLE INC Stifel	09/24/2020	04/11/2025	04/11/2025	05/11/2025	2,000,000.00	2,055,740.00	2,012,266.00	0.952%
APPLE INC Stifel	03/26/2021	01/08/2026	02/08/2026	02/08/2026	1,000,000.00	986,200.00	987,731.00	0.988%
BANK OF NEW YORK MELLON CORP Alamo Capital	05/06/2020	03/24/2025	03/24/2025	04/24/2025	1,000,000.00	1,020,005.00	1,019,783.00	1.034%

## Monthly Investment Portfolio Report

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
CATERPILLAR FINANCIAL SERVICES CORP Alamo Capital	12/17/2020	---	09/14/2023	09/14/2023	3,000,000.00	3,012,276.48	3,005,292.00	0.359%
CHEVRON CORP Stifel	07/08/2020	01/03/2024	01/03/2024	03/03/2024	3,000,000.00	3,239,700.00	3,163,032.00	0.633%
CITIBANK NA Stifel	06/24/2020	12/23/2023	12/23/2023	01/23/2024	3,000,000.00	3,297,000.00	3,201,501.00	0.718%
EXXON MOBIL CORP UnionBanc GF	11/22/2019	01/01/2023	01/01/2023	03/01/2023	2,000,000.00	2,055,180.00	2,060,158.00	0.595%
EXXON MOBIL CORP UnionBanc GF	03/17/2020	---	08/16/2022	08/16/2022	3,000,000.00	3,037,470.00	3,045,075.00	0.188%
JOHN DEERE CAPITAL CORP Alamo Capital	02/08/2021	---	01/15/2026	01/15/2026	3,000,000.00	3,000,000.00	2,949,849.00	1.100%
JOHN DEERE CAPITAL CORP Alamo Capital	04/03/2020	---	09/08/2022	09/08/2022	1,000,000.00	1,003,535.00	1,018,775.00	0.148%
MICROSOFT CORP Stifel	12/20/2019	02/01/2023	02/01/2023	05/01/2023	2,000,000.00	2,034,620.00	2,057,006.00	0.567%
MICROSOFT CORP Stifel	02/10/2021	08/03/2025	08/03/2025	11/03/2025	3,000,000.00	3,337,530.00	3,247,902.00	1.056%
TOYOTA MOTOR CREDIT CORP Alamo Capital	10/21/2019	---	10/07/2024	10/07/2024	1,500,000.00	1,499,994.00	1,558,140.00	0.700%
TOYOTA MOTOR CREDIT CORP Alamo Capital	02/19/2019	---	07/13/2022	07/13/2022	1,400,000.00	1,399,076.00	1,427,951.00	0.256%
TOYOTA MOTOR CREDIT CORP Alamo Capital	07/18/2019	---	09/08/2022	09/08/2022	1,000,000.00	1,000,000.00	1,017,497.00	0.283%
VISA INC Stifel	01/30/2020	10/14/2022	10/14/2022	12/14/2022	2,000,000.00	2,065,680.00	2,051,736.00	0.642%
WALMART INC Stifel	06/18/2020	10/15/2024	10/15/2024	12/15/2024	2,000,000.00	2,173,300.00	2,120,406.00	0.747%
---	---	---	03/25/2024	04/28/2024	41,900,000.00	43,615,978.47	43,241,950.00	0.690%

### MMFUND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - GF	---	---	09/30/2021	09/30/2021	26,470,821.81	26,470,821.81	26,470,821.81	---
LAIF Money Market Fund LAIF - GF	---	---	09/30/2021	09/30/2021	26,470,821.81	26,470,821.81	26,470,821.81	---

### US GOV

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
UNITED STATES TREASURY UnionBanc GF	05/27/2021	---	11/15/2023	11/15/2023	3,000,000.00	3,005,156.25	2,995,781.25	0.316%
UNITED STATES TREASURY UnionBanc GF	05/27/2021	---	11/15/2023	11/15/2023	3,000,000.00	3,005,156.25	2,995,781.25	0.316%

### MUNI

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
EL CAJON CALIF UnionBanc GF	02/08/2021	---	04/01/2024	04/01/2024	300,000.00	302,583.00	297,909.00	1.211%
EL CAJON CALIF UnionBanc GF	02/08/2021	---	04/01/2023	04/01/2023	400,000.00	402,124.00	401,288.00	0.434%
MONTEREY PK CALIF PENSION OBLIG UnionBanc GF	02/16/2021	---	06/01/2025	06/01/2025	400,000.00	403,156.00	399,168.00	0.945%

## Monthly Investment Portfolio Report

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
MONTEREY PK CALIF PENSION OBLIG UnionBanc GF	02/16/2021	---	06/01/2023	06/01/2023	450,000.00	450,643.50	450,090.00	0.351%
MONTEREY PK CALIF PENSION OBLIG UnionBanc GF	02/16/2021	---	06/01/2024	06/01/2024	550,000.00	552,255.00	549,290.50	0.675%
---	---	---	<b>02/23/2024</b>	<b>02/23/2024</b>	<b>2,100,000.00</b>	<b>2,110,761.50</b>	<b>2,097,745.50</b>	<b>0.687%</b>
<b>UnionBanc GF</b>								

### CD

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
Ally Bank Piper Sandler	05/30/2019	---	05/31/2022	05/31/2022	245,000.00	245,000.00	248,912.16	0.100%
Goldman Sachs Bank USA Piper Sandler	06/05/2019	---	06/06/2022	06/06/2022	245,000.00	245,000.00	249,017.27	0.095%
JPMorgan Chase Bank, National Association Alamo Capital	02/08/2021	01/16/2022	01/16/2026	01/16/2026	250,000.00	250,000.00	246,047.00	0.976%
Morgan Stanley Bank, N.A. Piper Sandler	06/06/2019	---	06/06/2022	06/06/2022	245,000.00	245,000.00	249,100.81	0.095%
Morgan Stanley Private Bank, National Association Piper Sandler	06/06/2019	---	06/06/2022	06/06/2022	245,000.00	245,000.00	249,100.81	0.095%
Sallie Mae Bank Piper Sandler	05/29/2019	---	05/31/2022	05/31/2022	245,000.00	245,000.00	248,912.16	0.100%
Synchrony Bank Piper Sandler	06/07/2019	---	06/07/2022	06/07/2022	245,000.00	245,000.00	248,865.86	0.095%
---	---	---	<b>12/07/2022</b>	<b>12/07/2022</b>	<b>1,720,000.00</b>	<b>1,720,000.00</b>	<b>1,739,956.06</b>	<b>0.220%</b>
---								

### CASH

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
Cash Alamo Capital	---	---	09/30/2021	09/30/2021	-2,994,000.00	-2,994,000.00	-2,994,000.00	---
<b>Cash Alamo Capital</b>	<b>---</b>	<b>---</b>	<b>09/30/2021</b>	<b>09/30/2021</b>	<b>-2,994,000.00</b>	<b>-2,994,000.00</b>	<b>-2,994,000.00</b>	<b>---</b>

### Summary

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
---	---	---	<b>05/10/2024</b>	<b>06/06/2024</b>	<b>174,196,821.81</b>	<b>175,897,471.03</b>	<b>174,890,535.62</b>	<b>0.701%</b>
---								

\* Grouped by: Security Type. \* Groups Sorted by: Ending Market Value + Accrued. \* Filtered By: Description ≠ "Receivable". \* Weighted by: Ending Market Value + Accrued.

DESERT WATER AGENCY  
STATEMENT OF CASH RECEIPTS AND EXPENDITURES

WASTEWATER ACCOUNT

SEPTEMBER 2021

INVESTED  
RESERVE FUNDS  
\$1,709,150.27

BALANCE	SEPTEMBER 1, 2021	\$9,328.18		
ACCOUNTS RECEIVABLE - OTHER		\$0.00		
CUSTOMER DEPOSITS - CONSTRUCTION		0.00		
INTEREST EARNED - INVESTED FUNDS		0.00		
WASTEWATER REVENUE		95,333.47		
SEWER CAPACITY CHARGES		0.00		
MISCELLANEOUS		0.00		
TOTAL RECEIPTS		\$95,333.47		
PAYMENTS				
CHECKS UNDER \$10,000.00		\$18,560.74		
CHECKS OVER \$10,000.00 - SCH. #1		78,062.59		
CANCELLED CHECKS AND FEES		0.00		
TOTAL PAYMENTS		<u>\$96,623.33</u>		
NET INCOME		(\$1,289.86)		
INVESTED RESERVE FUNDS				
FUNDS MATURED		\$87,500.00		
FUNDS INVESTED – SCH. #2		95,000.00		
NET TRANSFER			(\$7,500.00)	\$7,500.00
BALANCE	SEPTEMBER 30, 2021		\$538.32	\$1,716,650.27

DESERT WATER AGENCY

**Wastewater Fund**

Schedule #1 - Checks Over \$10,000



**September 2021**

Check #	Name	Description	Amount
3397	Coachella Valley Water District	Wastewater Revenue Billing for August 2021	\$ 62,419.10
3398	Deser Water Agency	Operating Fund Reimbursement	\$ 15,643.49
<b>Total</b>			<b>\$ 78,062.59</b>



Security Type

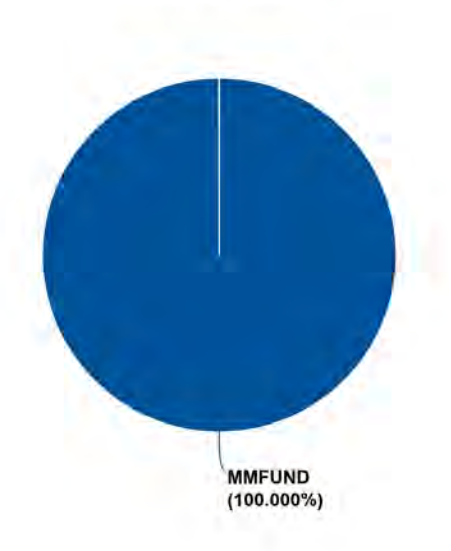


Chart calculated by: PAR Value

MMFUND								
Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - WW	---	---	09/30/2021	09/30/2021	1,716,650.27	1,716,650.27	1,716,650.27	---
LAIF Money Market Fund LAIF - WW	---	---	09/30/2021	09/30/2021	1,716,650.27	1,716,650.27	1,716,650.27	---

\* Grouped by: Security Type. \* Groups Sorted by: Ending Market Value + Accrued. \* Filtered By: Description ≠ "Receivable". \* Weighted by: Ending Market Value + Accrued.

DESERT WATER AGENCY  
**Investment Portfolio Reporting Requirements**

*as required by DWA Resolution 886, Section VII  
& California Government Code Section 53646*

*as of*

**September 30, 2021**

### Statement of Compliance

The Desert Water Agency portfolio is in compliance with the Agency's investment policy and guidelines for investment of Agency funds as outlined in DWA Resolution 886 and updated by Resolution 1200.

### Statement of Agency's Ability to Meet Six-Month Expenditure Requirements

Desert Water Agency has the ability to meet its expenditure requirements for the next six months.

### Description of Investments

#### Agency Bonds

Securities issued by a government-sponsored enterprise or by a federal government department other than the U.S. Treasury.

#### Bank Deposits

Agency funds on deposit in the General Fund, Operating Fund and Wastewater Fund active checking accounts for use in meeting the daily cash flow requirements of the Agency.

#### Certificate of Deposits (CD)

Interest bearing time deposit. FDIC insured up to \$250,000 per depositor, per FDIC-insured bank.

#### Corporate Notes

Debt securities issued by a for-profit company.

#### Money Market Funds

High quality, short-term debt instruments, cash and cash equivalents. Utilized for overnight holding of investment proceeds prior to reinvesting or transferring to Agency checking accounts.

### Municipal Bonds

Fixed income securities issued by states, cities, counties, special districts and other governmental entities.

### Treasury Notes

Fixed income securities issued by the federal government with maturities between two and ten years backed by the full faith and credit of the United States government.

### Funds Managed by Contracted Parties - LAIF

The Desert Water Agency has contracted with the California Local Agency Investment Fund (LAIF) for investment of Agency funds. LAIF is a voluntary program created by Section 16429.1 et seq. of the California Government Code. LAIF is an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the state Treasurer's Office professional investment staff at no additional cost to the taxpayer or ratepayer. All Agency funds invested with LAIF are available for withdrawal upon demand and may not be altered, impaired or denied in any way (California Government Code Section 16429.4).

### Market Value Source

Current market values are provided by Clearwater Analytics for all investment types other than LAIF. LAIF market values are recorded at PAR value.

Esther Saenz  
Finance Director  
Desert Water Agency

## Effective Maturity Distribution

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021



### 0 (Liquid)

#### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF-LAIF Money Market Fund	LAIF - GF	LAIFMMF	LAIF Money Market Fund	MMFUND	26,470,821.81	09/30/2021	09/30/2021
<b>GF-LAIF Money Market Fund</b>	<b>LAIF - GF</b>	<b>LAIFMMF</b>	<b>LAIF Money Market Fund</b>	<b>MMFUND</b>	<b>26,470,821.81</b>	<b>09/30/2021</b>	<b>09/30/2021</b>

### 0-1 Years

#### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	Piper Sandler	02007GJZ7	Ally Bank	CD	245,000.00	05/31/2022	05/31/2022
GF	Piper Sandler	7954503C7	Sallie Mae Bank	CD	245,000.00	05/31/2022	05/31/2022
GF	Piper Sandler	61760AE62	Morgan Stanley Private Bank, National Association	CD	245,000.00	06/06/2022	06/06/2022
GF	Piper Sandler	38149MAX1	Goldman Sachs Bank USA	CD	245,000.00	06/06/2022	06/06/2022
GF	Piper Sandler	87165ETL1	Synchrony Bank	CD	245,000.00	06/07/2022	06/07/2022
GF	Piper Sandler	61690UGU8	Morgan Stanley Bank, N.A.	CD	245,000.00	06/06/2022	06/06/2022
GF	Alamo Capital	3135G0W33	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	1,000,000.00	09/06/2022	09/06/2022
GF	Alamo Capital	24422ETV1	JOHN DEERE CAPITAL CORP	CORP	1,000,000.00	09/08/2022	09/08/2022
GF	Alamo Capital	89236TEC5	TOYOTA MOTOR CREDIT CORP	CORP	1,000,000.00	09/08/2022	09/08/2022
GF	Alamo Capital	89236TCQ6	TOYOTA MOTOR CREDIT CORP	CORP	1,400,000.00	07/13/2022	07/13/2022
GF	UnionBanc GF	30231GBB7	EXXON MOBIL CORP	CORP	3,000,000.00	08/16/2022	08/16/2022
GF	Piper Sandler	3130AHGL1	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	11/04/2021	11/04/2024
<b>GF</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>11,870,000.00</b>	<b>05/29/2022</b>	<b>02/28/2023</b>

### Effective Maturity Distribution

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

#### 1-2 Years

##### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	UnionBanc GF	282659AV3	EL CAJON CALIF	MUNI	400,000.00	04/01/2023	04/01/2023
GF	UnionBanc GF	61255QAB2	MONTEREY PK CALIF PENSION OBLIG	MUNI	450,000.00	06/01/2023	06/01/2023
GF	UnionBanc GF	30231GAR3	EXXON MOBIL CORP	CORP	2,000,000.00	01/01/2023	03/01/2023
GF	Stifel	594918AT1	MICROSOFT CORP	CORP	2,000,000.00	02/01/2023	05/01/2023
GF	Stifel	92826CAC6	VISA INC	CORP	2,000,000.00	10/14/2022	12/14/2022
GF	Alamo Capital	14913R2F3	CATERPILLAR FINANCIAL SERVICES CORP	CORP	3,000,000.00	09/14/2023	09/14/2023
<b>GF</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>9,850,000.00</b>	<b>03/19/2023</b>	<b>05/01/2023</b>

#### 2-3 Years

##### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	UnionBanc GF	282659AW1	EL CAJON CALIF	MUNI	300,000.00	04/01/2024	04/01/2024
GF	UnionBanc GF	61255QAC0	MONTEREY PK CALIF PENSION OBLIG	MUNI	550,000.00	06/01/2024	06/01/2024
GF	Alamo Capital	037833DM9	APPLE INC	CORP	1,000,000.00	08/11/2024	09/11/2024
GF	Alamo Capital	3133EMLV2	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	04/05/2024	04/05/2024
GF	UnionBanc GF	3135GA5Y3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	3,000,000.00	06/14/2024	06/14/2024
GF	UnionBanc GF	037833DM9	APPLE INC	CORP	3,000,000.00	08/11/2024	09/11/2024
GF	UnionBanc GF	91282CAW1	UNITED STATES TREASURY	US GOV	3,000,000.00	11/15/2023	11/15/2023
GF	Piper Sandler	3134GWKT2	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	08/26/2024	08/26/2024
GF	Piper Sandler	3135GA5Y3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	3,000,000.00	06/14/2024	06/14/2024
GF	Piper Sandler	3133EMKW1	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	12/21/2023	12/21/2023
GF	Piper Sandler	3130AKKF2	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	03/28/2024	03/28/2024
GF	Piper Sandler	3130AM5J7	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	04/29/2024	04/29/2024
GF	Stifel	17325FAS7	CITIBANK NA	CORP	3,000,000.00	12/23/2023	01/23/2024
GF	Stifel	166764BT6	CHEVRON CORP	CORP	3,000,000.00	01/03/2024	03/03/2024
GF	Stifel	3133EMBE1	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	03/28/2024	03/28/2024
GF	Stifel	3134GXCO5	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	05/30/2024	05/30/2024
GF	Stifel	3130AMV25	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	02/28/2024	02/28/2024
<b>GF</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>43,850,000.00</b>	<b>04/08/2024</b>	<b>04/17/2024</b>

#### 3-4 Years

##### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	UnionBanc GF	61255QAD8	MONTEREY PK CALIF PENSION OBLIG	MUNI	400,000.00	06/01/2025	06/01/2025
GF	Alamo Capital	06406RAN7	BANK OF NEW YORK MELLON CORP	CORP	1,000,000.00	03/24/2025	04/24/2025
GF	Alamo Capital	89236TGL3	TOYOTA MOTOR CREDIT CORP	CORP	1,500,000.00	10/07/2024	10/07/2024
GF	Stifel	931142DV2	WALMART INC	CORP	2,000,000.00	10/15/2024	12/15/2024
GF	Stifel	037833DT4	APPLE INC	CORP	2,000,000.00	04/11/2025	05/11/2025
GF	Stifel	3130ALTH7	FEDERAL HOME LOAN BANKS	AGCY BOND	2,000,000.00	09/30/2024	09/30/2024
GF	Alamo Capital	3133EL2S2	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	08/04/2025	08/04/2025
GF	Alamo Capital	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	3,000,000.00	08/25/2025	08/25/2025
GF	Alamo Capital	3133EMCN0	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	10/15/2024	10/15/2024
GF	Alamo Capital	3133EMQQ8	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	11/12/2024	11/12/2024
GF	Alamo Capital	3130AKXV3	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	11/18/2024	11/18/2024
GF	UnionBanc GF	3134GWJH0	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	08/20/2025	08/20/2025

### Effective Maturity Distribution

As of 09/30/2021

AGG- General Fund (213428)

Dated: 10/06/2021

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	UnionBanc GF	3136G4YU1	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	3,000,000.00	07/15/2025	07/15/2025
GF	UnionBanc GF	3136G4G98	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	3,000,000.00	08/12/2025	08/12/2025
GF	UnionBanc GF	3130AMV74	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	09/30/2024	09/30/2024
GF	Piper Sandler	3134GVR26	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	06/25/2025	06/25/2025
GF	Piper Sandler	3133EMCY6	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	10/15/2024	10/15/2024
GF	Piper Sandler	3130AKWM4	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	11/26/2024	11/26/2024
GF	Stifel	88579YBM2	3M CO	CORP	3,000,000.00	03/15/2025	04/15/2025
GF	Stifel	3134GW3W4	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	10/28/2024	10/28/2024
GF	Stifel	594918BJ2	MICROSOFT CORP	CORP	3,000,000.00	08/03/2025	11/03/2025
GF	Stifel	3130ALA61	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	11/25/2024	11/25/2024
<b>GF</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>56,900,000.00</b>	<b>02/25/2025</b>	<b>03/08/2025</b>

#### 4-5 Years

##### General Fund

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
GF	Alamo Capital	48128UPN3	JPMorgan Chase Bank, National Association	CD	250,000.00	01/16/2026	01/16/2026
GF	Stifel	037833EB2	APPLE INC	CORP	1,000,000.00	02/08/2026	02/08/2026
GF	Alamo Capital	3134GWVP8	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	3,000,000.00	09/30/2025	09/30/2025
GF	Alamo Capital	24422EVK2	JOHN DEERE CAPITAL CORP	CORP	3,000,000.00	01/15/2026	01/15/2026
GF	Alamo Capital	3130APBE4	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	09/30/2026	09/30/2026
GF	UnionBanc GF	3130AKKG0	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	12/30/2025	12/30/2025
GF	UnionBanc GF	3133EMLC4	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	3,000,000.00	12/22/2025	12/22/2025
GF	UnionBanc GF	3130AP6M2	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	09/30/2026	09/30/2026
GF	Piper Sandler	3130AL3S1	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	02/17/2026	02/17/2026
GF	Piper Sandler	3130APAZ8	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	09/30/2026	09/30/2026
GF	Piper Sandler	3130APBM6	FEDERAL HOME LOAN BANKS	AGCY BOND	3,000,000.00	09/30/2026	09/30/2026
<b>GF</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>28,250,000.00</b>	<b>04/24/2026</b>	<b>04/24/2026</b>

#### Summary

DWA Fund (1)	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>177,190,821.81</b>	<b>04/24/2024</b>	<b>05/21/2024</b>

\* Grouped by: Effective Maturity Distribution -> DWA Fund. \* Groups Sorted by: Effective Maturity Distribution -> DWA Fund. \* Filtered By: Security Type not in "CASH". \* Weighted by: Ending Market Value + Accrued.



DESERT WATER AGENCY  
**Monthly Investment Portfolio Report**

Abbreviations & Definitions

Investment Type Abbreviations	
<b>AGCY BOND</b>	Agency Bond <sup>1</sup>
<b>CORP</b>	Medium Term Notes (Corporate) <sup>2</sup>
<b>MMFUND</b>	Local Agency Investment Fund (LAIF) <sup>3</sup> & Cash Funds in Transit <sup>4</sup>
<b>MUNI</b>	Municipal Bonds <sup>5</sup>
<b>CD</b>	Negotiable Certificates of Deposit <sup>6</sup>
<b>US GOV</b>	U.S. Treasury notes, bills bonds or other certificates of indebtedness <sup>7</sup>

Definitions	
<b>Settle Date</b>	The date of original purchase
<b>Next Call Date</b>	The next eligible date for the issuer to refund or call the bond or note
<b>Effective Maturity</b>	The most likely date that the bond will be called based on current market conditions
<b>Final Maturity</b>	The date the bond matures, DWA receives the full PAR value plus the final interest payment
<b>PAR Value</b>	The principal amount DWA will receive when a bond is either called or matures
<b>Original Cost</b>	The original cost to purchase the bond (includes premium/discount)
<b>Market Value</b>	The current value of the bond at current market rates
<b>Yield to Maturity</b>	The total anticipated return on a bond held to maturity expressed as an annual rate

NOTES:

<sup>1</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 2

<sup>2</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 12

<sup>3</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 7

<sup>4</sup> Cash funds in transit are a result of maturities/calls/coupon payments that are held in the Agency's money market account with the broker/custodian until transferred to the Agency's bank.

<sup>5</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 3

<sup>6</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 8

<sup>7</sup> DWA Investment Policy, Resolution 1200, Schedule 1, Item 1

DESERT WATER AGENCY - OPERATING FUND COMPARATIVE EARNINGS STATEMENT								
MONTH 21-22 SEPTEMBER	/-----THIS MONTH-----/ THIS YEAR	LAST YEAR	BUDGET	/-----FISCAL YEAR TO DATE-----/ THIS YEAR	LAST YEAR	BUDGET	/--VARIANCE--/ YTD	PCT
OPERATING REVENUES								
WATER SALES	3,744,188.81	3,773,336.84	3,599,900.00	11,411,408.46	11,445,973.89	10,792,000.00	619,408.46	6
RECLAMATION SALES	127,684.23	118,245.39	100,600.00	395,666.84	389,675.83	346,600.00	49,066.84	14
POWER SALES	14,574.71	346.31	2,658.00	16,206.04	5,700.51	7,974.00	8,232.04	103
OTHER OPER REVENUE	291,986.24	141,575.89	171,713.00	620,642.03	610,620.89	515,139.00	105,503.03	20
TOTAL OPER REVENUES	4,178,433.99	4,033,504.43	3,874,871.00	12,443,923.37	12,451,971.12	11,661,713.00	782,210.37	7
OPERATING EXPENSES								
SOURCE OF SUPPLY EXP	1,859,793.72	1,777,335.91	1,724,249.00	1,886,595.20	1,813,930.20	1,839,947.00	46,648.20	3
PUMPING EXPENSE	771,253.44	724,356.87	95,692.00	157,197.74	822,025.82	287,076.00	129,878.26-	45-
REGULATORY WATER TREAT	105,924.38	73,670.04	63,482.00	221,273.00	170,554.48	190,446.00	30,827.00	16
TRANS & DIST EXPENSE	243,827.75	262,481.65	335,402.00	648,733.42	577,491.44	1,006,206.00	357,472.58-	36-
CUSTOMER ACT EXPENSE	111,412.42	104,465.30	97,513.00	232,028.61	252,961.20	292,539.00	60,510.39-	21-
ADMIN & GEN EXPENSE	827,212.97	939,200.09	968,287.00	4,091,948.32	4,538,910.26	4,704,686.00	612,737.68-	13-
REGULATORY EXPENSE	11,766.14	7,652.71	34,538.00	22,297.97	22,190.81	103,614.00	81,316.03-	78-
SNOW CREEK HYDRO EXP	6,181.51	2,197.29	3,050.00	10,529.35	8,221.77	9,150.00	1,379.35	15
RECLAMATION PLNT EXP	99,999.86	109,649.03	235,572.00	232,131.30	208,514.43	705,716.00	473,584.70-	67-
SUB-TOTAL	4,037,372.19	4,001,008.89	3,557,785.00	7,502,734.91	8,414,800.41	9,139,380.00	1,636,645.09-	18-
OTHER OPER EXPENSES								
DEPRECIATION	516,494.57	526,410.49	546,400.00	1,551,110.32	1,573,894.06	1,639,200.00	88,089.68-	5-
SERVICES RENDERED	12,184.98	7,063.25	13,400.00	23,230.51	21,752.16	40,200.00	16,969.49-	42-
DIR & INDIR CST FOR WO	220,424.57-	245,305.22-	218,600.00-	839,703.87-	927,122.49-	655,800.00-	183,903.87-	28
TOTAL OPER EXPENSES	4,345,627.17	4,289,177.41	3,898,985.00	8,237,371.87	9,083,324.14	10,162,980.00	1,925,608.13-	19-
NET INCOME FROM OPERATIONS	167,193.18-	255,672.98-	24,114.00-	4,206,551.50	3,368,646.98	1,498,733.00	2,707,818.50	181
NON-OPERATING INCOME (NET)								
RENTS	14,338.37	16,332.43	3,780.00	43,015.11	44,814.87	11,340.00	31,675.11	279
INTEREST REVENUES	9,585.56	19,278.65	11,500.00	31,328.51	65,511.70	34,500.00	3,171.49-	9-
INTEREST EXP. OTHER	710.00-	.00	.00	710.00-	.00	.00	710.00-	0
INVESTMENT AMORT.	.00	.00	.00	29,464.87	.00	.00	29,464.87	0
OTHER REVENUES	156,620.00	280.00	.00	377,230.01	3,550.00	.00	377,230.01	0
GAINS ON RETIREMENT	.00	.00	3,860.00	.00	.00	3,860.00	3,860.00-	100-
DISCOUNTS	.00	211.85	42.00	145.10	225.27	126.00	19.10	15
PR. YEAR EXPENSES	.00	363.60-	.00	1,229.84-	363.60-	.00	1,229.84-	0
OTHER EXPENSES	.00	902.95-	5,750.00-	.00	902.95-	47,250.00-	47,250.00	100-
LOSS ON RETIREMENTS	35,269.77-	53.86-	14,583.00-	35,269.77-	53.86-	43,749.00-	8,479.23	19-
TOTAL NON-OPER INCOME	150,657.26	34,805.02	1,151.00-	443,973.99	112,781.43	41,173.00-	485,146.99	0
TOTAL NET INCOME	16,535.92-	220,867.96-	25,265.00-	4,650,525.49	3,481,428.41	1,457,560.00	3,192,965.49	219

DESERT WATER AGENCY  
OPERATING FUND  
WATER CONSUMPTION

	QUARTER ENDING SEPTEMBER 2021					
	THIS QUARTER			FISCAL YEAR TO DATE		
	LAST YEAR	THIS YEAR	% UP (DOWN)	LAST YEAR	THIS YEAR	% UP (DOWN)
WATER REVENUE	\$11,384,276	\$11,324,666	( 1 )	\$11,384,276	\$11,324,666	( 1 )
TOTAL CONSUMPTION (100 CU FT)	4,239,707	4,290,601	1	4,239,707	4,290,601	1
AVERAGE CONSUMPTION PER CONSUMER (100 CU FT)	187	188 *	0	187	188 C	0
NUMBER OF CONNECTIONS	76	61		22,930	23,235	1

\* = ADDED THIS QUARTER

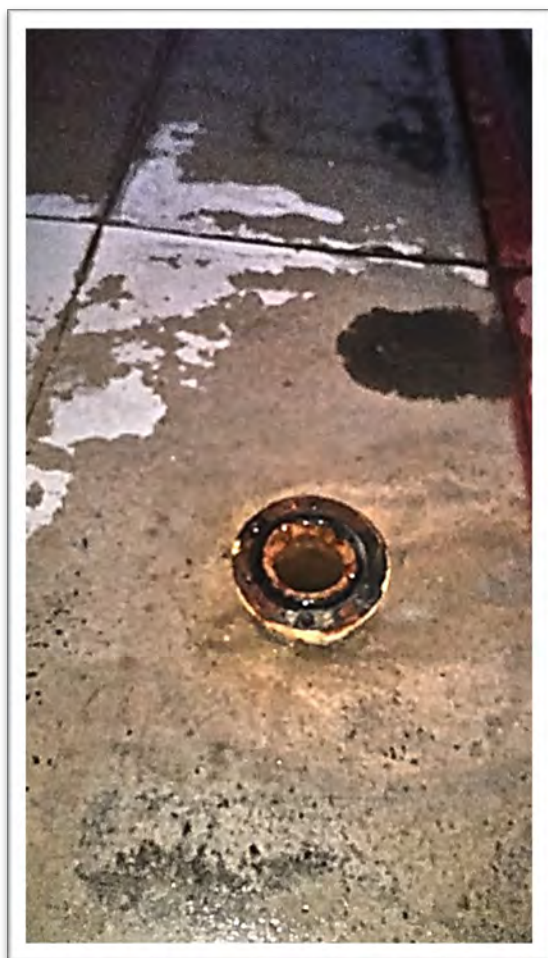
C = TOTAL ACTIVE SEPTEMBER 2021

## GENERAL MANAGER'S REPORT

### October 5, 2021

#### Damaged Hydrant (Camino Real/Ocotillo)

On October 1 at approximately 6:50 p.m., Construction stand-by responded to a hit fire hydrant. The location is at the northeast corner of Camino Real and Ocotillo Ave. (Cahuilla Elementary School). The water flowed for approximately 30 minutes from a fully open 6-inch pipe. The Palm Springs Fire department responded and had already turned the water off. The hydrant was replaced and put back into service. A police report was filed.



## Human Resource's Meetings and Activities

### Meetings:

09/22/2021	Meeting with ERP Consultant	Virtual Meeting
09/23/2021	Meeting with ERP Consultant	Virtual Meeting
09/27/2021	Weekly Staff Meeting	Virtual Meeting
09/30/2021	Meeting with ERP Consultant	Virtual Meeting
10/04/2021	Meeting with ERP Consultant	Virtual Meeting
10/04/2021	DWA Staff Meeting	Virtual Meeting
10/05/2021	DWA Board Meeting	Virtual Meeting
10/07/2021	Meeting with ERP Consultant	Virtual Meeting
10/11/2021	DWA Staff Meeting	Virtual Meeting
10/18/2021	DWA Staff Meeting	Virtual Meeting

### Activities:

09/22/2021	Attended "Resources for Humans" Virtual Conference	Virtual Meeting
09/22/2021	BambooHR Webinar: Managing Benefits in BambooHR	Virtual Meeting
09/23/2021	Conducted Supervisor Training	DWA Offices
09/30/2021	Attended DWA Safety Meeting	DWA Offices
09/30/2021	BambooHR Webinar: Managing Benefits in BambooHR (Part 2)	Virtual Meeting
10/05/2021	Meeting with DWAEA Board	DWA Offices
10/07/2021	Conducted HR Staff Meetings	DWA Offices
10/12/2021	Attended ACWA JPIA Fall HR Conference	Virtual Meeting
10/12/2021	Attended IE Works Apprenticeship Summit	Virtual Meeting
10/12/2021	Lincoln Representative On Site Meetings	DWA Offices
10/12/2021	Hosted Benefits Fair	DWA Offices
10/13/2021	CalPERS Webinar: Your Retirement Estimate and Payment Options	Virtual Meeting
10/14/2021	Ask JAN Webinar	Virtual Meeting



SYSTEM LEAK DATA					
(PERIOD BEGINNING SEPT 28, 2021 THRU OCT 11, 2021)					
STREET NAME	NUMBER OF LEAKS	PIPE DIAMETER (INCHES)	YEAR INSTALLED	PIPE MATERIAL	PIPE CONSTRUCTION
VISTA CHINO	4	20	1949	STEEL	BARE/UNLINED
INDIAN CANYON DR	3	6	1951	STEEL	BARE/UNLINED
WARM SANDS PL	2	4	1946	STEEL	BARE/UNLINED
RAMON RD	1	12	1956	STEEL	BARE/UNLINED
INDIAN CANYON DR	1	8	1938	STEEL	BARE/UNLINED
LUGO RD	1	6	1954	STEEL	BARE/UNLINED
RAMON RD	1	6	1955	STEEL	BARE/UNLINED
DESERT PARK AVE	1	6	1955	STEEL	BARE/UNLINED
LOUELLA RD	1	6	1955	STEEL	BARE/UNLINED
E PALM CANYON DR	1	6	1955	STEEL	BARE/UNLINED
LOUISE DR	1	6	1959	STEEL	BARE/UNLINED
CALLE MARCUS	1	4	1945	STEEL	BARE/UNLINED
HIGHLAND DR	1	4	1946	STEEL	BARE/UNLINED
CALLE SAN RAPHAEL	1	4	1946	STEEL	BARE/UNLINED
CAMINO PAROCELA	1	4	1946	STEEL	BARE/UNLINED
INDUSTRIAL PL	1	4	1948	STEEL	BARE/UNLINED
CALLE AJO	1	4	1953	STEEL	BARE/UNLINED
VIA ALTAMIRA	1	4	1954	STEEL	BARE/UNLINED
CALLE ROCA	1	4	1954	STEEL	BARE/UNLINED
SAHARA RD	1	4	1955	STEEL	BARE/UNLINED
VISTA ORO	1	4	1958	STEEL	BARE/UNLINED
COVE LN	1	4	1967	STEEL	CML
JOHNSON ST	1	3	1955	STEEL	BARE/UNLINED
TOTAL LEAKS IN SYSTEM:		29			

Streets highlighted in green are included as part of the

**2020/2021 Replacement Pipeline Project**

Streets highlighted in blue are being proposed as part of the

**2021/2022 Replacement Pipeline Project**

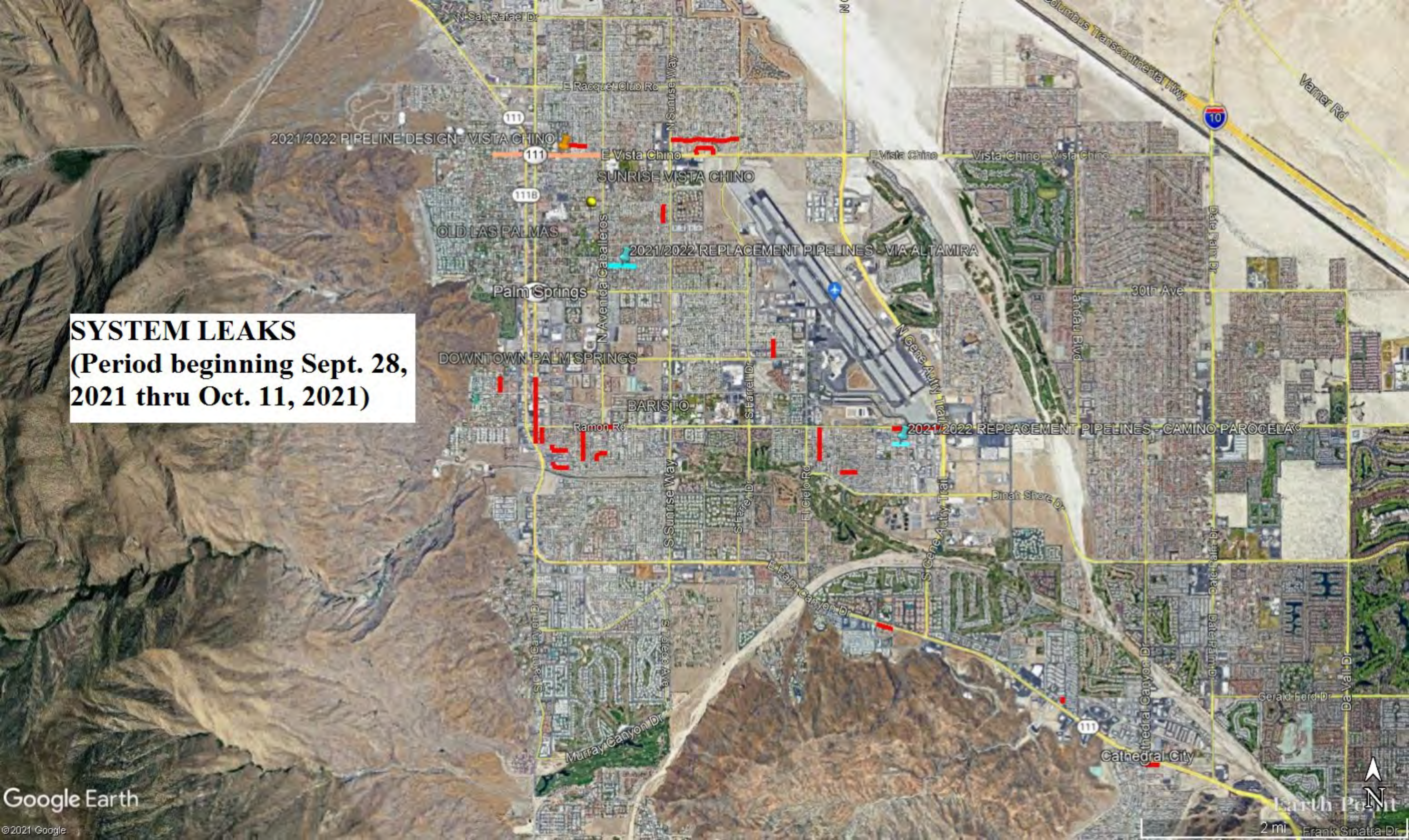
Vista Chino 20" mainline replacement design is being developed

**F.Y. 2021/2022 budget for design**

SYSTEM INFORMATION:	
OLDEST PIPE IN THE SYSTEM (YEAR OF INSTALLATION):	1935
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
<b>TOTAL LENGTH OF PIPE IN SYSTEM OLDER THAN 70 YEARS (LINEAR FEET):</b>	<b>128,186</b>
TOTAL LENGTH OF UNLINED PIPE SYSTEMWIDE (LINEAR FEET):	297,672
*AVERAGE LENGTH OF PIPE REPLACED ANNUALLY (LINEAR FEET):	14,500
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF UNLINED STEEL PIPE:	21 YEARS
<b>PROJECTED TIME FRAME FOR 100% REPLACEMENT OF PIPE OLDER THAN 70 YEARS:</b>	<b>9 YEARS</b>
YEAR AGENCY TRANSITIONED TO CEMENT LINED STEEL PIPE:	1960
<p><b>*PLEASE NOTE THIS FIGURE REPRESENTS THE AVERAGE LINEAR FOOTAGE OF PIPELINE REPLACED ANNUALLY GIVEN AN AVERAGE ANNUAL BUDGET OF \$3 MILLION.</b></p>	



**SYSTEM LEAKS**  
(Period beginning Sept. 28,  
2021 thru Oct. 11, 2021)





CALIFORNIA DEPARTMENT OF WATER RESOURCES

# 2022 Planning

Operations & Policy Considerations



Ted Craddock, Deputy Director, State Water Project



# Presentation Topics:

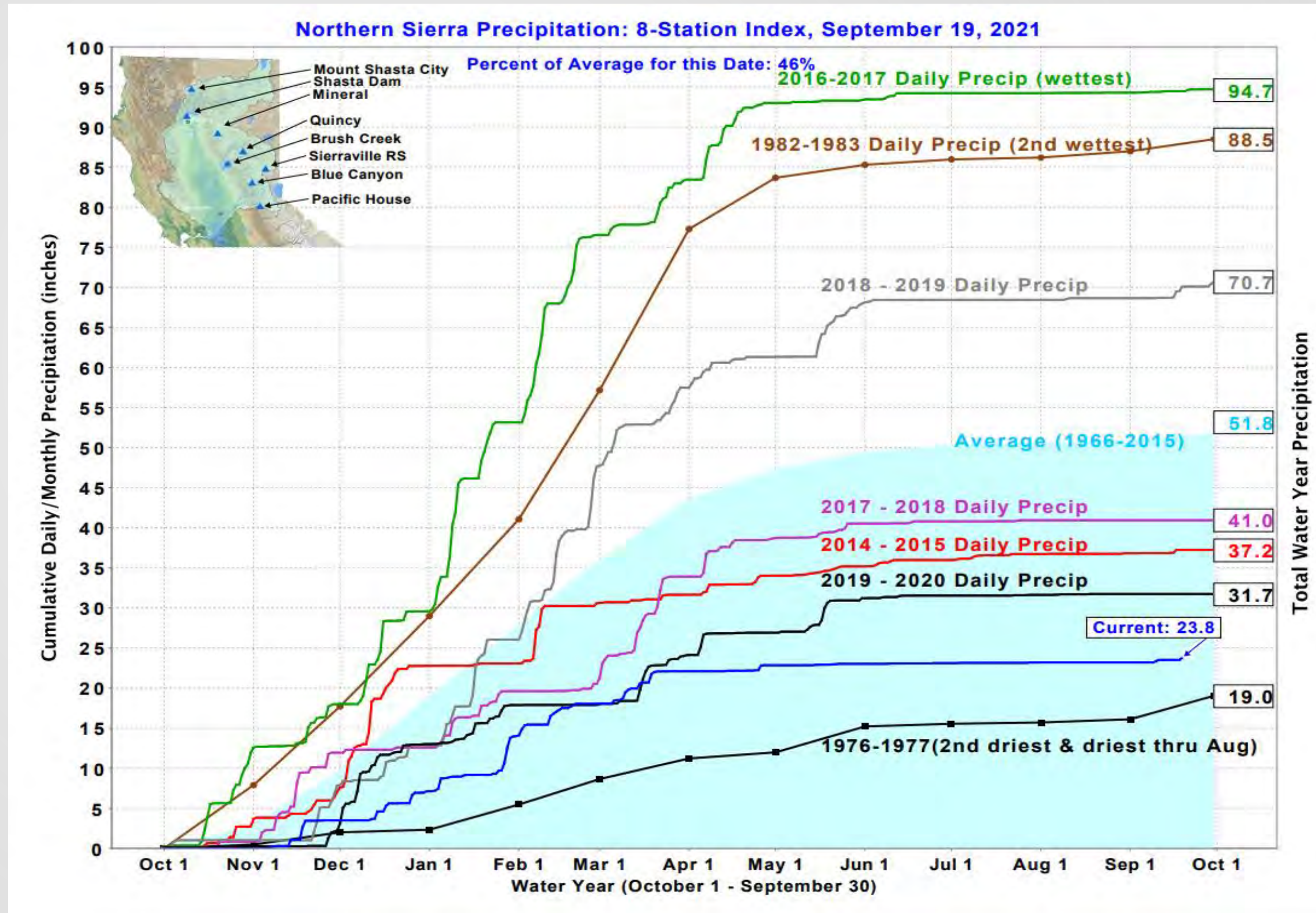
- 2021 Water Year Re-Cap
  - *What happened and what we learned*
- Proactive Drought Response Framework
  - *Planning for a dry 2022*



# 2021 Re-Cap: Precipitation

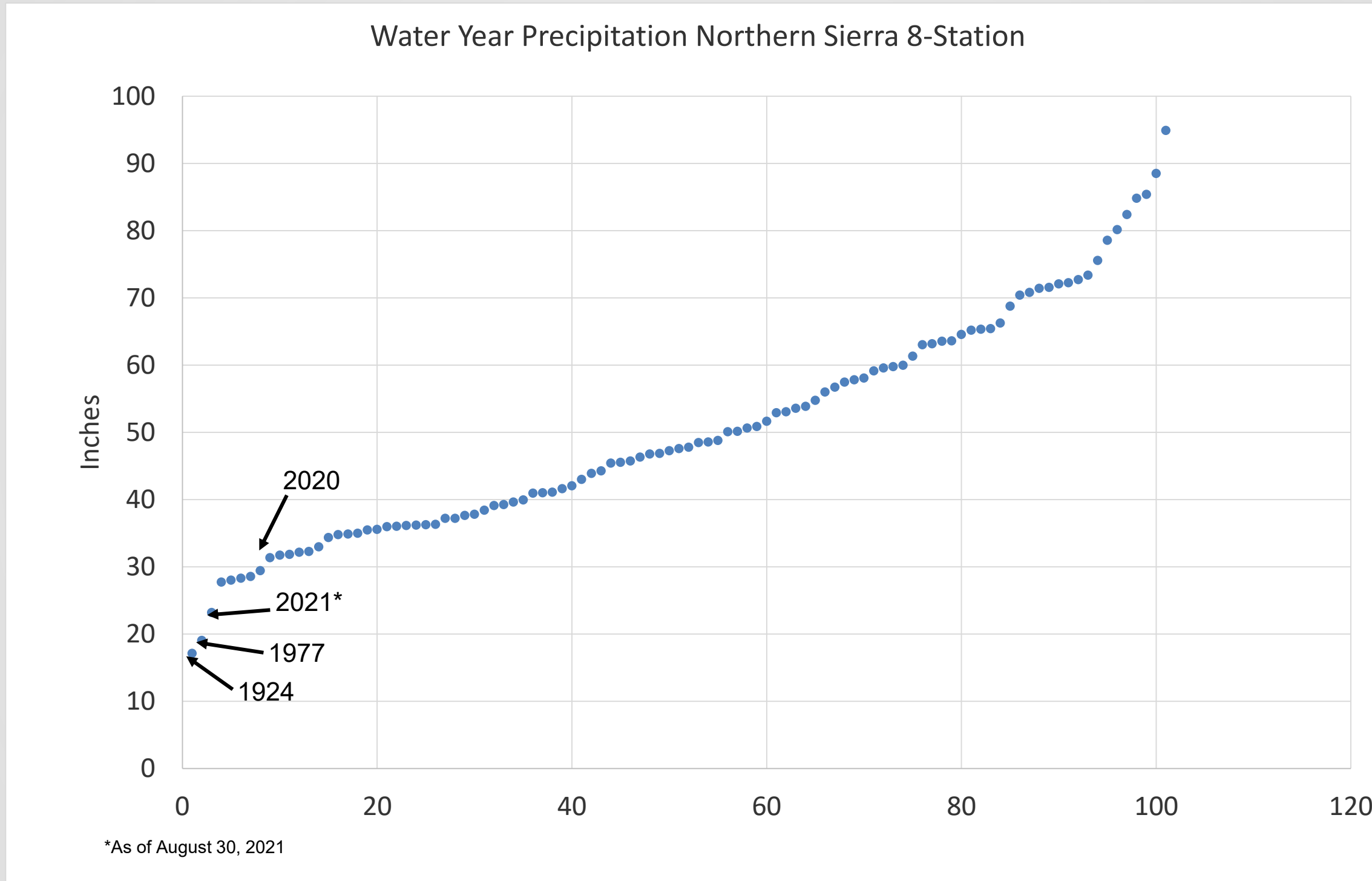
## Key Takeaways:

- 2020 was in the top 10 driest years on record
- 2021 was even drier
- Two-year inflow period of 2020-21 is the second lowest on record (after 1976-77)

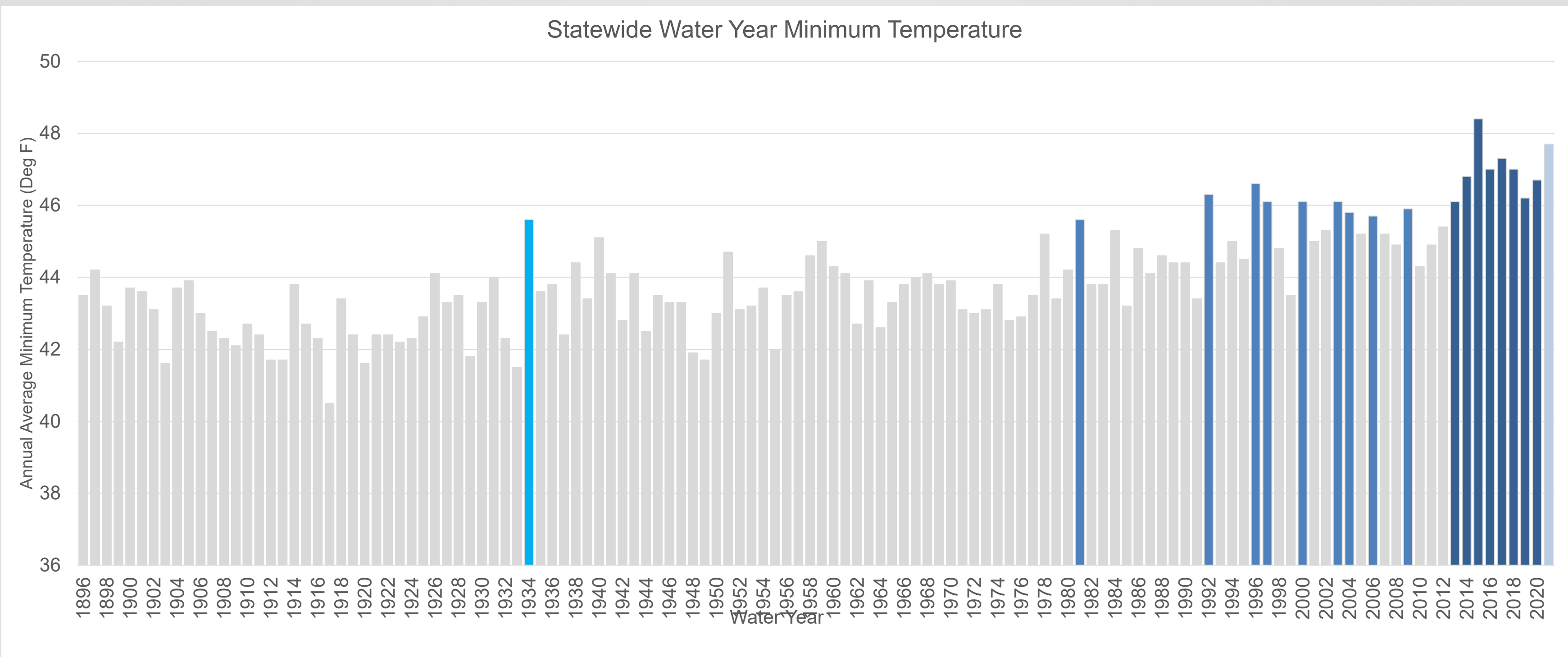




# 2021 Re-Cap: Precipitation

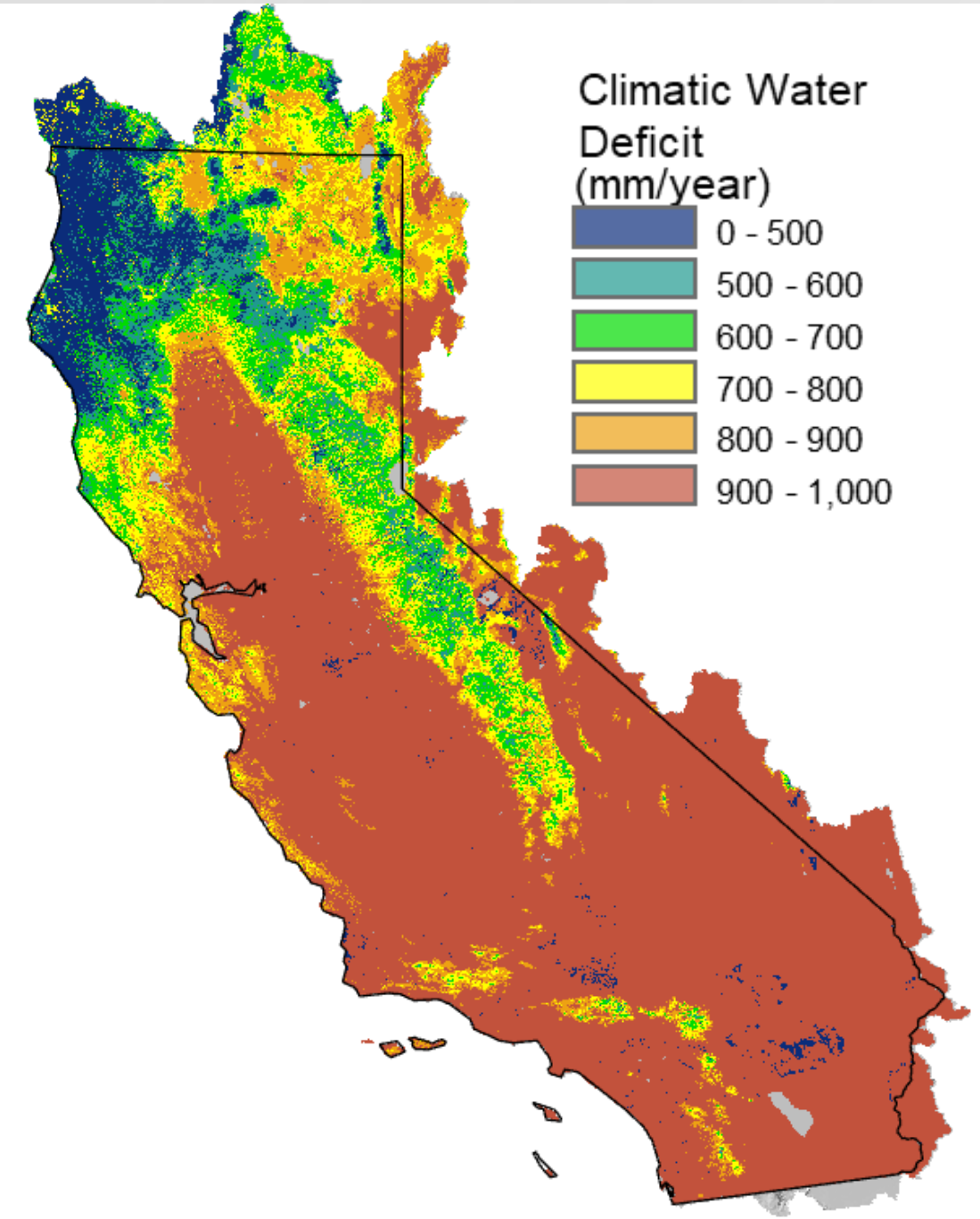


# Key Takeaway: Rising Average Temperatures

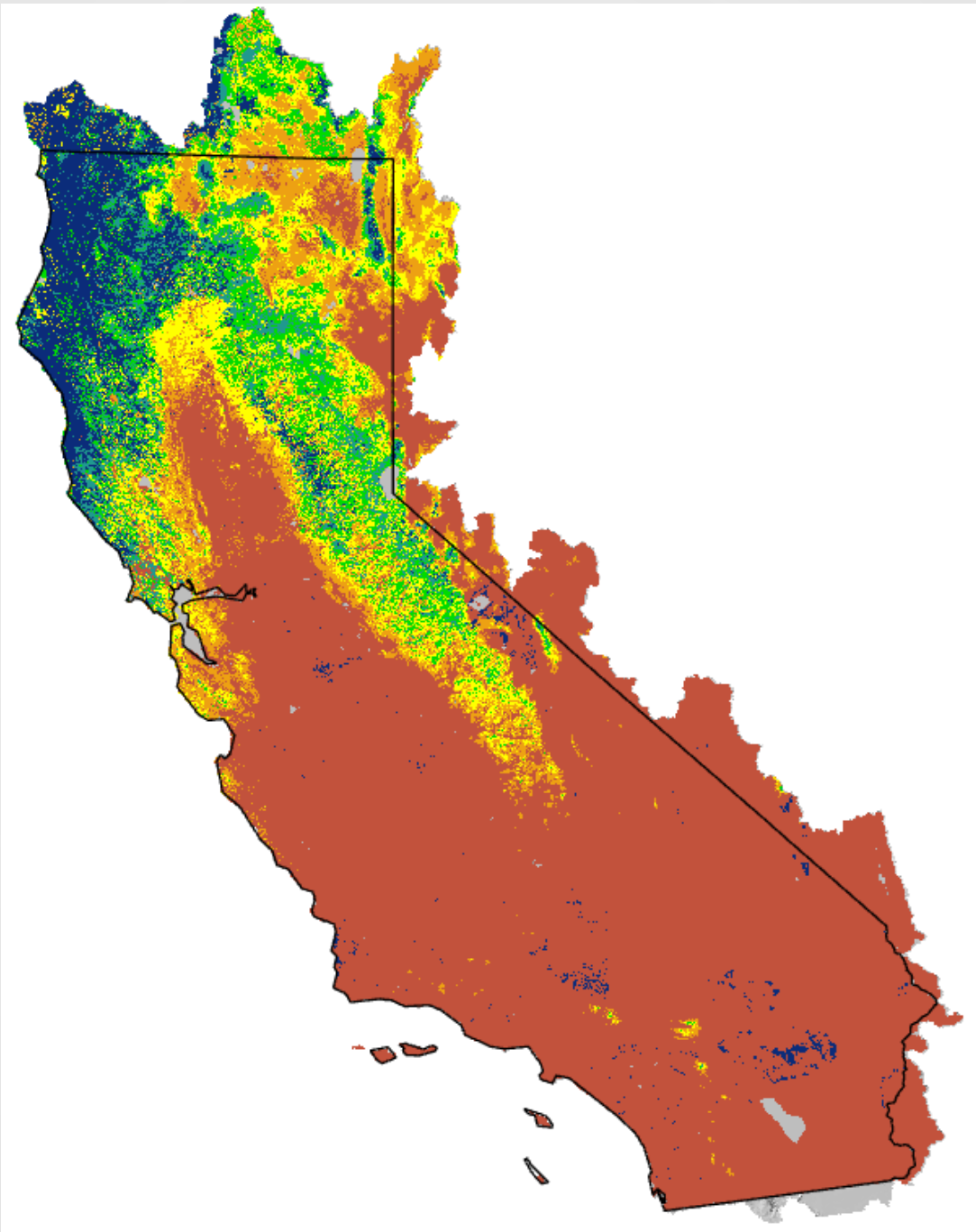


# Key Takeaway: Extreme Temp Effects Accumulate

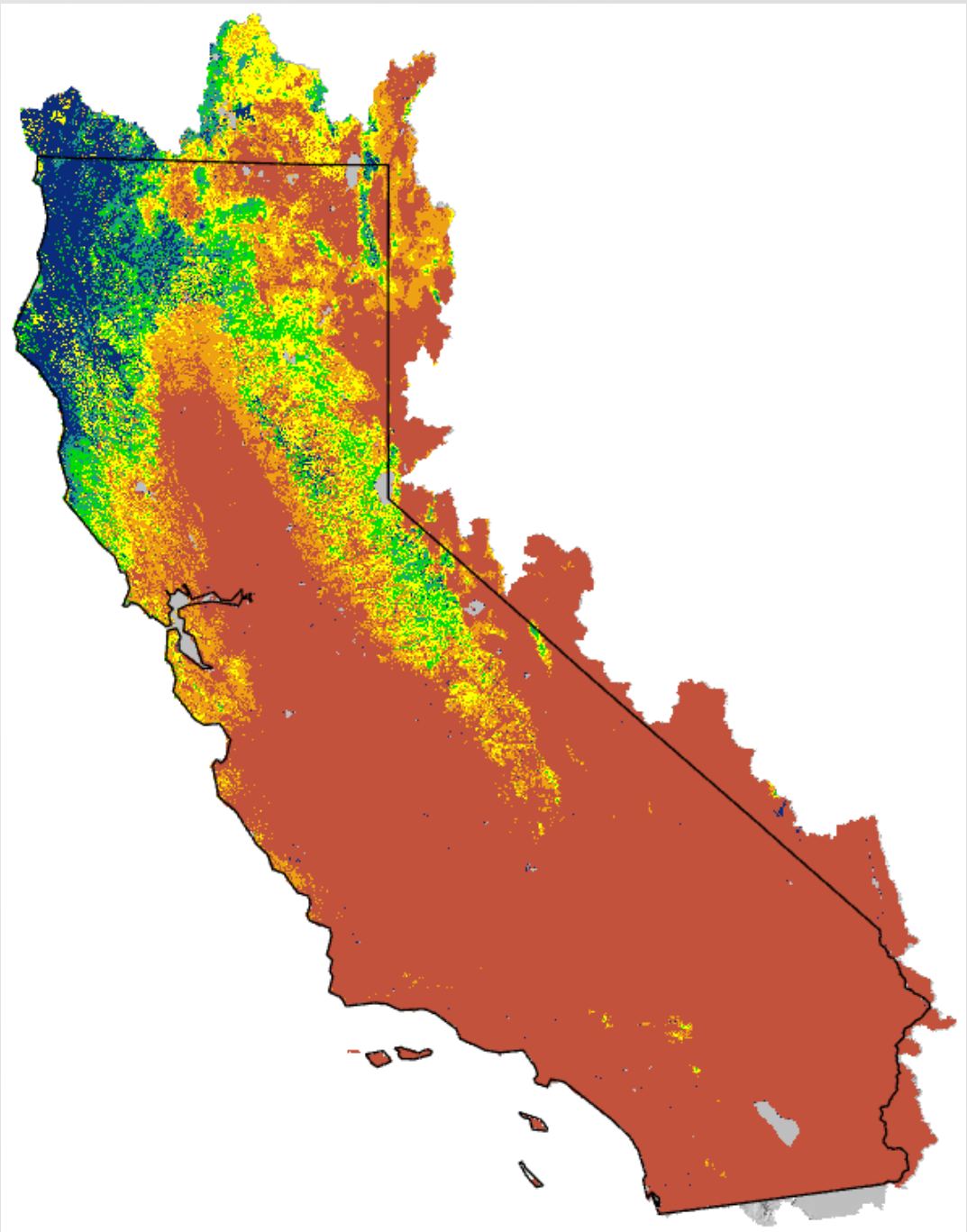
1977: Extreme drought



2014: Extreme drought and hot



2021: Extreme drought and hotter



# Key Takeaway: Dry Conditions = Low Runoff





# 2021 Takeaways:

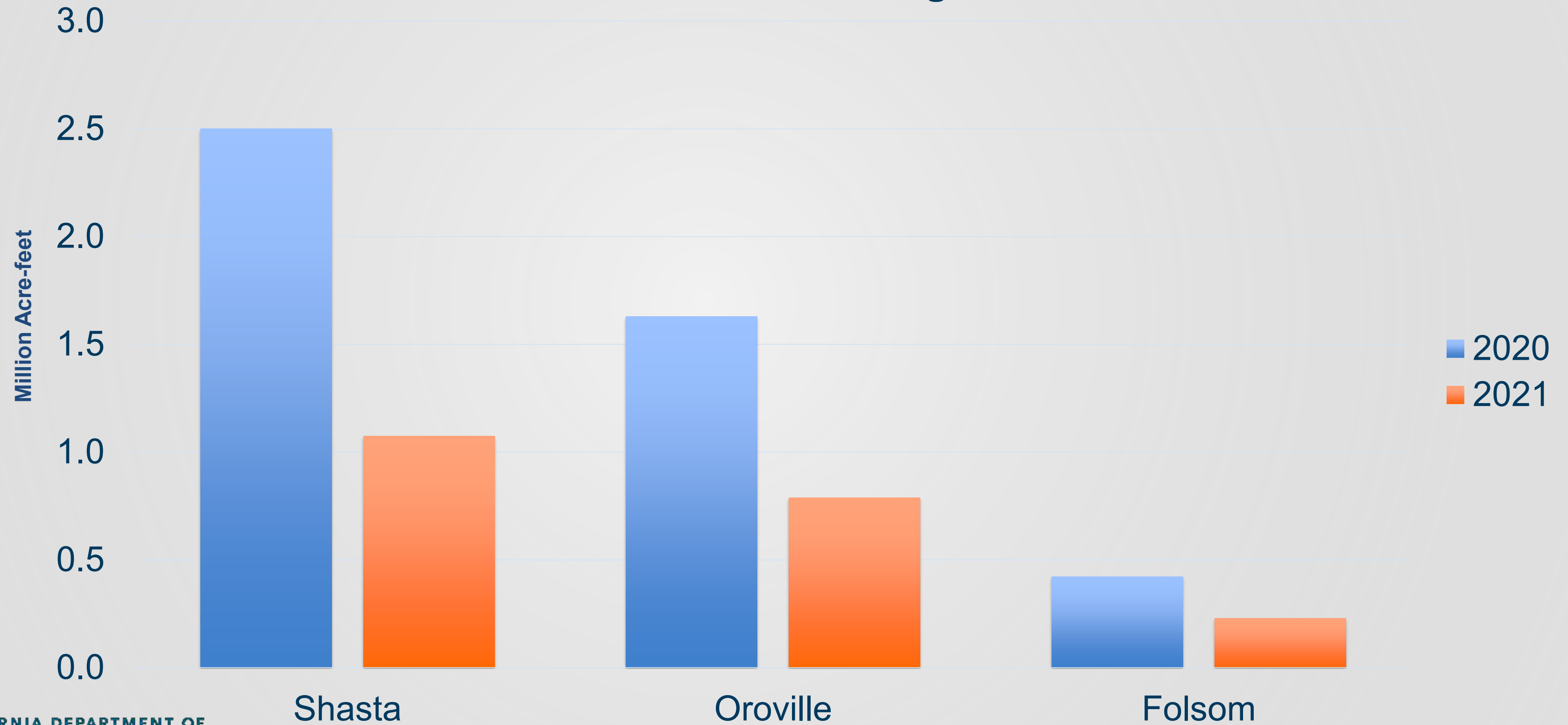
- Spring 2021 was the warmest and driest on record
- Extreme warm events are becoming common
- Soils are dry, runoff is low, storage is low
- New normal requires conservative planning and multiagency action starting right now





# 2021 Storage at Record Lows

End of Year Storage



CALIFORNIA DEPARTMENT OF  
WATER RESOURCES

Total End of 2021 Storage: 2.09 Million Acre-Feet

# Prospects for Water Year 2022

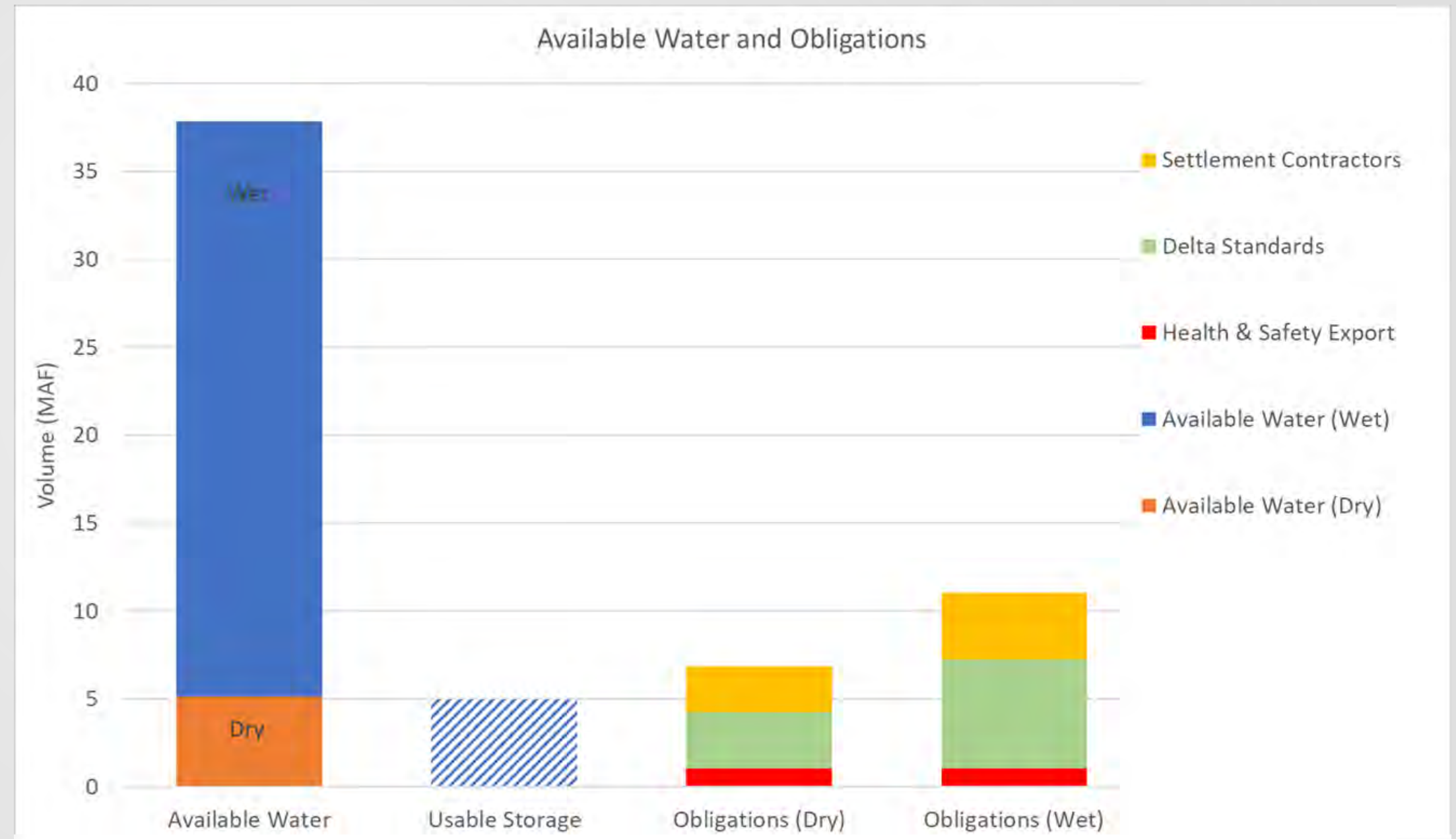
- Very dry conditions, reduced storage in reservoirs and groundwater basins
- CVP and SWP storage at near-record/record lows, very likely low project allocations
- Low runoff efficiency expected
- Above average precipitation (about 140% of average in CA) needed to achieve average runoff
- Full interstate allocation on the Colorado River



# Sacramento Valley Water Availability and Project Obligations

## Key Takeaways:

- Historical Sac Valley runoff in Northern CA is extremely variable (~5 MAF to ~38 MAF)
- Water rights obligations vary between wet and dry conditions
- Runoff in wet conditions fully meet Project obligations
- Dry year obligations need to be supplemented by Project storage, and in very dry years like 2021 may not be sufficient



\* Settlement Contractors include: SRSC, FRSA, and Exchange





# Dry 2022: Objectives

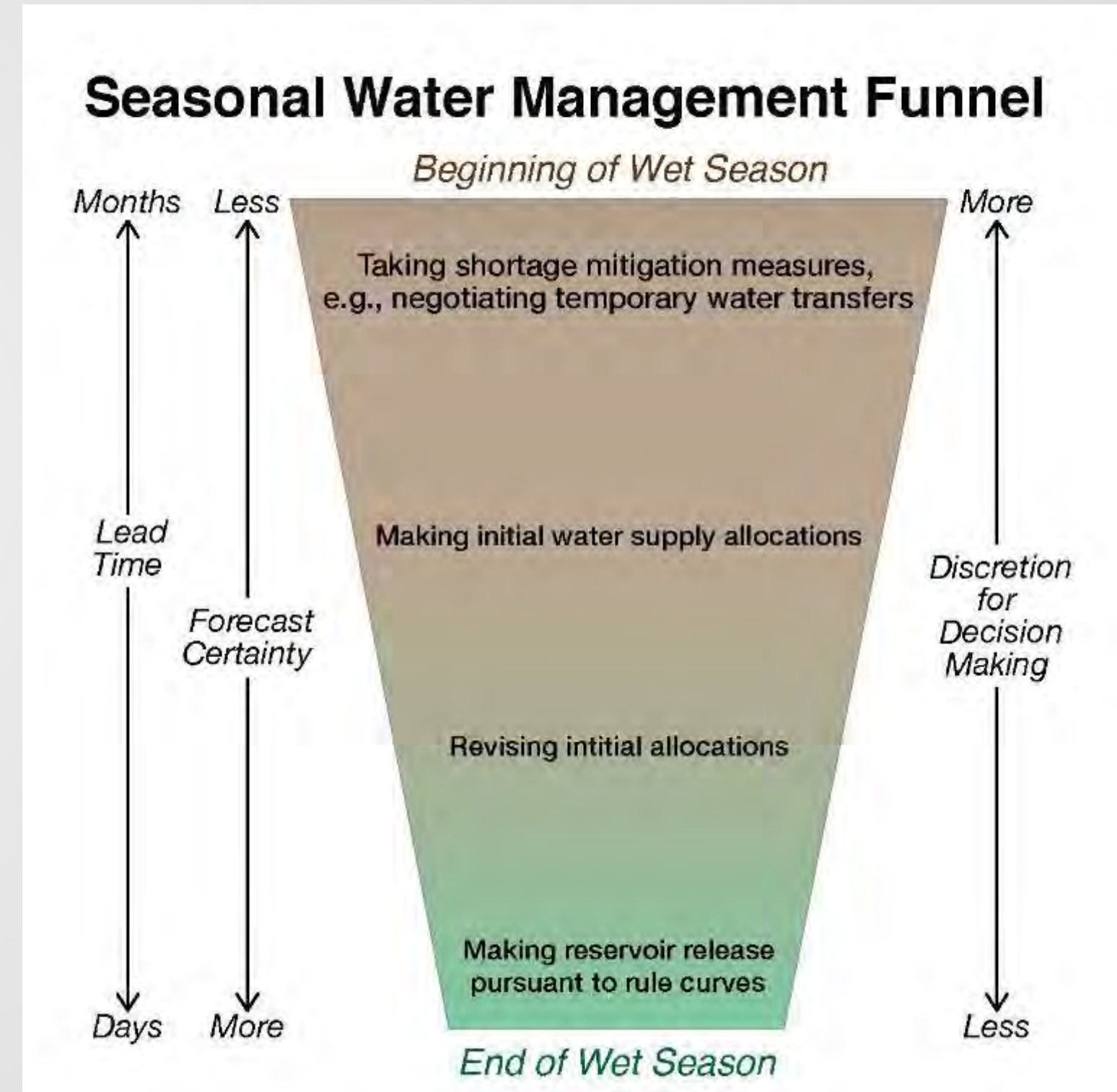
- Provide minimum health and safety needs
- Maintain Delta water quality
- Meet environmental needs to protect endangered species
- Conserve water storage to meet future critical needs
- Deliver water based on priority





# Dry 2022: Strategies

- Bracketed range for the combined End of 2022 Water Year storage at Folsom, Oroville, and Shasta.
- Drought actions intended to keep above 2.0 million-acre feet
  - Making adjustments to forecasting assumptions
  - Additional suite of drought strategies





# Dry 2022: Actions

- TUCPs and drought salinity barriers
- SWP allocation based on critical domestic, sanitary, and fire suppression needs
- Conjunctive use of other reservoirs
- Settlement contractor reductions
- Use of terminal reservoir emergency storage
- Transfers and exchanges south of Delta
- Continue forecast and modeling improvement efforts



Even with these actions, it is possible that we will not meet 2.0 million-acre feet.





# Next Steps: Oct – Dec 2021

- Robust multi-agency coordination
- Preparation of TUCPs
  - To SWRCB by Dec 1 for 60-day review
- Work with stakeholders on ways to mitigate impacts of worst-case scenario drought
  - Human health and safety, agriculture, environment, disadvantaged communities



**Thank You**

