



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

Pursuant to Assembly Bill 361 (AB361), 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: (253) 215-8782
Meeting ID: 881 3131 3597
Passcode: 337668**

or Via Computer:

<https://dwa-org.zoom.us/j/88131313597?pwd=c2FPaGZQOUU2ZnNLSkNoZ20xU2JkZz09>

Meeting ID: 881 3131 3597

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 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.***

De acuerdo con el proyecto de Ley de la Asamblea 361 (AB361), no habrá un lugar público para asistir en persona. Esta reunión se llevará a cabo virtualmente porque los funcionarios estatales y locales recomiendan medidas para promover el distanciamiento social. Los miembros del público que deseen participar pueden hacerlo llamando al:

**Numero gratuito: (253) 215-8782
ID de reunión: 881 3131 3597
código de acceso: 337668**

o a través de la computadora:

<https://dwa-org.zoom.us/j/88131313597?pwd=c2FPaGZQOUU2ZnNLSkNoZ20xU2JkZz09>

ID de reunión: 881 3131 3597

Los miembros del público que deseen comentar sobre cualquier tema dentro de la jurisdicción de la Agencia o cualquier tema en la agenda pueden enviar comentarios por correo electrónico a sbaca@dwa.org o pueden hacerlo durante la reunión. Los comentarios pasarán a formar parte del registro de la reunión de la Junta. Los miembros de la junta y el personal participarán en esta reunión por teleconferencia.

****Para reducir los comentarios, silencia el audio cuando no estés hablando.***

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- | | |
|---|----------------|
| 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE | BLOOMER |
| 2. ROLL CALL | BACA |
| 3. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA: Members of the public may comment on any item not listed on the agenda, but within the jurisdiction of the Agency. 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. PUBLIC COMMENT ON LISTED AGENDA ITEMS: Members of the public may also comment on items listed on the agenda that are not the subject of a public hearing, at this time. Again, speakers are requested to keep their comments to no more than three (3) minutes. | |

- 5. 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 August 16, 2022 Board Meeting
- B. Receive and File – Minutes of the August 17, 2022 Conservation & Public Affairs Committee Meeting
- C. Receive and File – Minutes of the September 1, 2022 Executive Committee Meeting
- D. Receive and File – July Water Use Reduction Figures
- E. Request Authorization for Finance Director to Execute an Independent Contractor Agreement with Launa Stewart, LLC

6. ACTION ITEM:

- A. Request Board Decision on Customer Appeal – Nga Ly **SAENZ**

7. DISCUSSION ITEM:

- A. Director's Report on California Special District Association's Conference Attendance **BLOOMER, ORTEGA**

8. GENERAL MANAGER'S REPORT

KRAUSE

9. DIRECTORS COMMENTS/REQUESTS

10. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Name of Case: Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al
(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)

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

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

APN No. 681-282-045

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

Negotiating Parties: Mark S. Krause, Steve Johnson and Habitat for Humanity

Under Negotiation: Possible Terms of Conveyance

11. RECONVENE INTO OPEN SESSION – REPORT FROM CLOSED SESSION

12. ADJOURN

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

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 and at the Agency's main office, 1200 South Gene Autry Trail, Palm Springs, CA.

Sylvia Baca, MMC
Assistant Secretary of the Board

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

August 16, 2022

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)
Jamie Hoffman, Senior Administrative Assistant)

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

Public: Randy Duncan, Mission Springs Water District)
Marcus Miceli, Palm Springs Resident)

19496. President Bloomer opened the meeting at 8:00 a.m. and asked everyone to join her in the Pledge of Allegiance. **Pledge of Allegiance**

19497. President Bloomer called upon Assistant Secretary of the Board Baca to conduct the roll call: **Roll Call**

Present: Ortega, Oygar, Stuart, Cioffi, Bloomer

19498. President Bloomer opened the meeting for public comment for items not listed on the Agenda. **Public Comment on Items Not on the Agenda**

Randy Duncan, Board Director at Mission Springs Water District announced that today is his last day at the District and expressed appreciation to the Agency's Board of Directors.

There was no one else from the public wishing to address the Board for items not on the Agenda.

19499. President Bloomer opened the meeting for public comment for items listed on the Agenda.

**Public Comment on
Listed Agenda Items**

There was no one from the public wishing to address the Board for items listed on the Agenda.

19500. President Bloomer called for approval of the Consent Calendar. She noted that Consent Calendar Items 5-A through 5-D 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.

**Approval of the
Consent Calendar**

- A. Receive and File - Minutes of the August 2, 2022 Board Meeting
- B. Receive and File – Minutes of the August 11, 2022 Executive Committee Meeting
- C. Receive and File – July Activities & Events for Public Affairs & Water Planning Department
- D. Request Authorization to Continue Virtual Board & Committee Meetings for Another 30 Days Based Upon a Determination that In-Person Meetings Would Pose a Risk for Public Health (Per AB361)

- A. Receive & File Minutes of the 08/02/22 Board Meeting
- B. Receive & File Minutes of the 08/11/22 Exec. Comm. Mtg.
- C. Receive & File – July Activities & Events for Public Affairs & Water Planning Dept.
- D. Request Auth. to Continue Virtual Board & Committee Mtgs. for Another 30 Days (AB361)

Director Ortega moved for approval of Consent Calendar Items 5-A thru 5-D. After a second by Vice President Cioffi, the motion carried unanimously by the following roll call vote:

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

19501. 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 for the past several weeks.

19502. At 8:45 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; et al; (C) Existing Litigation, Pursuant to Government Code Section 54956.9 (d) (1), AT&T vs. County of Riverside; and (D) Conference with Real Property, Pursuant to Government Code

Closed Session:

- A. Existing Litigation – ACBCI vs. CVWD, et al. (2 Cases)
- B. Existing Litigation – MSWD vs. DWA Agency et al
- C. Existing Litigation - Possible Intervention in Case: AT&T vs. County of Riverside
- D. Conference with Real Property

Section 54956.8, Property: APN No. 681-282-045, Negotiating Parties: Mark S. Krause, Steve Johnson and Habitat for Humanity, Under Negotiations: Possible Terms of Conveyance.

Negotiators – Property:
APN No. 681-282-045
Under Negotiations:
Possible Terms of
Conveyance

19503. At 10:15 a.m., General Manager Krause reconvened the meeting into open session and announced there was no reportable action taken.

Reconvene – No
Reportable Action

19504. In the absence of any further business, General Manager Krause adjourned the meeting at 10:16 a.m.

Adjournment

Sylvia Baca
Assistant Secretary of the Board

Minutes
Conservation & Public Affairs Committee Meeting
August 17, 2022

Directors Present: James Cioffi, Paul Ortega

Staff Present: Mark Krause, Ashley Metzger, Clark Elliott

Public Present: Koll Farman, Yvonne Wise, Tabitha Richards, Heather MacPherson

Call to Order

1. Public Comments

None.

2. Discussion Items

A. Conservation Alternative Plans

The Committee discussed two Conservation Alternative Plans to allow for a limited period of daylight watering and expressed support for staff to approve the proposals.

B. Incentives Update

The Committee reviewed incentives trends and budget. Due to an uptick in program participation, the Committee supported staff in working toward a possible budget augmentation request. Staff also highlighted a new inspection tool and the possible configuration for a grant-funded disadvantaged community grass removal program.

C. Water Waste Enforcement Update

Staff shared recent water waste statistics and shared images of new vehicle decals for water waste enforcement on most Agency vehicles.

D. Conservation Outreach Update

The Committee reviewed recent outreach and several planned outreach projects.

E. Prescott Preserve

The Committee discussed a recent tour of the Prescott Preserve and noted possible collaborations noting that the next several months would be a critical and formative time for the Preserve developers.

Adjourn

Minutes
Executive Committee Meeting
September 1, 2022

Directors Present: Kristin Bloomer, James Cioffi

Staff Present: Mark Krause, Esther Saenz, Ashley Metzger,
Sylvia Baca, Jamie Hoffman, Clark Elliott

Call to Order

1. Public Comments - None

2. Customer Appeal

A. Water Waste Appeal Filed by Krikor Tutunjian

Staff provided the Committee with Mr. Tutunjian's appeal. He appealed his second violation because his gardener failed to adjust his sprinkler system after his first violation. It was noted that staff offered to discuss billing assistance options, but he did not want to discuss at that time.

The Committee voted to deny this appeal. Per Ordinance No. 72, the Committee's decision is final. Staff will inform him of the denial.

3. Discussion Items

A. Review Agenda for September 6, 2022 Board Meeting

The proposed agenda for the September 6, 2002 meeting was reviewed.

B. Board of Directors' Payment Frequency

Staff informed the Committee about a recent request from one of the Director's inquiring about the Board's payment frequency. Research showed that payments have been made quarterly since 1961. After discussion, it was determined that staff will work on the monthly payment processing schedule, including scenario timelines to provide to the executive committee for acceptance.

C. 2022 Board Conference Schedule Update

Staff provided the Committee with the updated NWRA conference schedule. Copies will be distributed to the full Board shortly.

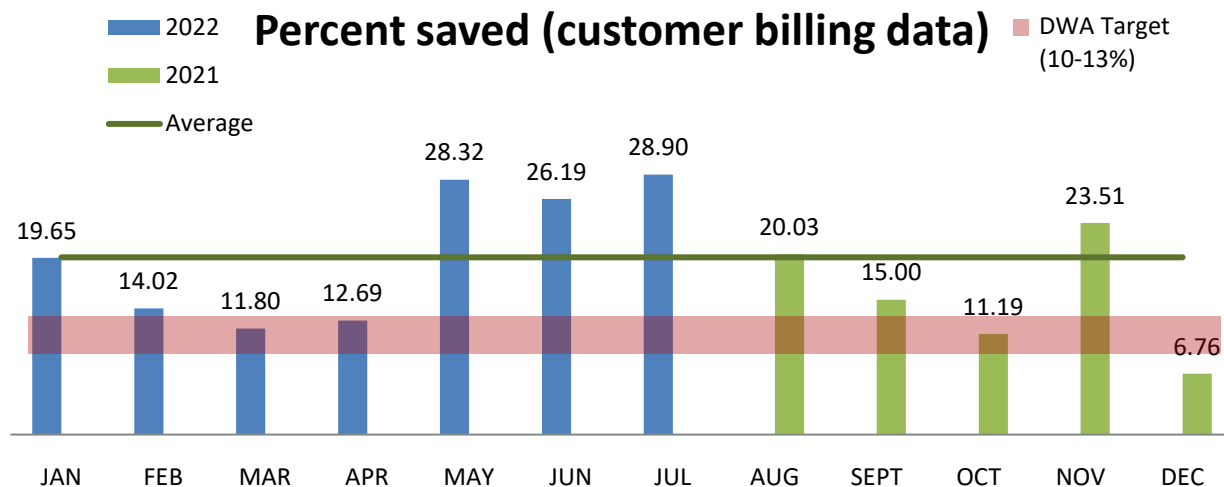
Adjourn

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

SEPTEMBER 6, 2022

RE: JULY 2022 WATER USE REDUCTION FIGURES

Desert Water Agency customers reduced water consumption per meter by 28.9% during July 2022 compared to the same month in 2013 – the baseline year the State Water Resources Control Board (State Water Board) used to measure statewide conservation achievements during the last drought.



Over the past 12 months, consumption per meter is trending 19.7% lower compared to 2013. DWA is asking its customers to voluntarily save 10-13% compared to 2013 to help achieve long-term sustainability.

The State Water Board has voted for water suppliers to implement Level 2 of their Water Shortage Contingency Plans to reduce water use by up to 20% with the Governor specifically requesting 15%. Water production (water from well and stream sources) was down 11.4% in July 2022 compared to July 2020 (the State's baseline). Desert Water Agency staff is encouraging and incentivizing conservation to reach the water use reduction goals set by the State. On the following page is additional information for this month.

July 2022 conservation per meter percentage	28.85%
July 2022 consumption per meter	54.01 HCF
July 2013 consumption per meter	75.91 HCF
July 2022 gross conservation percentage	23.30%
July 2022 metered potable consumption	2971.73 AF
July 2013 metered potable consumption	3874.08 AF
The percentage of the Total Monthly Potable Water Production going to residential use only for the reporting month	69.29%
Population (projected based on number of active residential meters and inclusive of seasonal residents)	73,855
Estimated R-GPCD	322.59
Number of public complaints of water waste or violation of conservation rules received during the reporting month.	143
Number of contacts with customers for actual/alleged water waste or for a violation of conservation rules.	29
Number of field visits for water waste follow up.	63
Number of citations for violation of conservation rules.	33

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

SEPTEMBER 6, 2022

**RE: REQUEST AUTHORIZATION FOR FINANCE DIRECTOR TO
EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH
LAUNA STEWART, LLC**

The Agency's DWA 2.0 project is a combination of several distinct projects that seek to address the need to replace many of the Agency's current, disparate, 3rd party systems that manage the day-to-day operations. At the core of this project is the Tyler Munis software solution.

In the beginning stages of the DWA 2.0 project, staff utilized the services of SingerLewak Business Informatics to identify the Agency's needs and evaluate software solutions available to meet these needs. This work led to the July 2022 selection of, and contracting with, Tyler Technologies for the Tyler Munis software solution.

Agency staff does not have experience implementing a software system of this magnitude and recognizes this poses a significant risk to the success of the DWA 2.0/Tyler Munis implementation. To reduce this risk, staff will require the guidance of an experienced implementation consultant.

The implementation consultant will provide the following services:

1. Serve as a steering committee member providing governance and oversight of the DWA 2.0 program as well as contribute to the project at a task level.
2. Project team training and ongoing oversight including the oversight of our DWA 2.0 Program Manager.
3. Support of the DWA 2.0 digital transformation including change management, customer outreach for implementation requirements, and oversight for integrations into the Tyler Munis System.

Launa Stewart of Launa Stewart LLC is an implementation consultant with 20+ years of cross organizational program implementations and has been engaged on the Agency's DWA 2.0 project for the past year and a half as a subcontractor of SingerLewak Business Informatics. The Agency has the opportunity to contract directly with Launa Stewart LLC to provide guidance as we enter into the implementation phase of DWA 2.0.

Legal counsel has reviewed this contract.

Fiscal Impact:

The independent contractor agreement is estimated at \$683,000, covering a 24-month period with 25-35-hour work weeks. These costs are already included in the DWA2.0 ERP Work Order budget (WO # 20-178-M).

Recommendation:

Staff recommends the Board of Directors authorize the Finance Director to execute the Independent Contractor Agreement with Launa Stewart, LLC, to include the attached Statement of Work and additional Statements of Work as required for the DWA 2.0 Technology Transformation project during the contract term of 24-months.

Attachments:

1. Independent Contractor Agreement
2. Appendix A: Statement of Work



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (Agreement) is made and effective September 6, 2022, and remaining in effect for a term of 24 months with the option to extend for additional mutually agreed upon term(s).

BETWEEN: Desert Water Agency (Agency), a Special District of the State of California located at:

1200 Gene Autry Trail South
Palm Springs, CA 92264

AND: Launa Stewart LLC (Contractor), a company/individual organized and existing under the laws of Florida of the United States, with its head office located at:

Launa Stewart LLC
1832 Meeting Place, Suite 301
Orlando, FL 32814

PREAMBLE

The Agency wishes to engage the Contractor, and Contractor wishes to provide consulting services to the Agency based on the terms and conditions set out in this Agreement, hereafter referred to as the "Master Agreement".

Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:

1. DUTIES, REPRESENTATIONS AND WARRANTIES

The Agency engages the Contractor and the Contractor accepts the Agency's engagement to provide consulting services (hereafter referred to as "Services" to the Agency). The Agency and the Contractor will enter into supplementary contracts, also known as "Statements of Work" (SOW), which will include but not be limited to terms specifying the services to be provided to the Agency, start and completion dates, the compensation and the method of payment by The Agency to the Contractor.

The Statement of Work will be substantially in the format attached to this Agreement as Appendix A. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, Contractor makes the following representations and warranties:

a. That Contractor is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between Contractor and any other person, firm or organization or any law or governmental regulation.

Independent Contractor Agreement

b. That Contractor possesses the skill, knowledge, education and training, and has sufficient time and resources, to faithfully perform its obligations under this Agreement.

c. That Contractor shall devote their best efforts to fulfilling the duties described herein and shall spend sufficient working time to perform such duties to the best of Contractor's skill and ability.

d. That Contractor will bear all expenses incurred in the performance of its obligations under this Agreement unless otherwise agreed upon in SOW. These expenses include but are not limited to remote office setup and continued operation, software and hardware needed to perform duties specified in the SOW if DWA staff are to access software directly, DWA will cover the cost of their own access.

e. The Agency will cover expenses for travel to on-site location. This includes flight, hotel/lodging, car rental, and food.

2. COMPENSATION

The Agency agrees to pay the Contractor compensation for the services agreed upon between The Agency and the Contractor as required by the Agency's project as set out in the SOW.

The Contractor will submit invoices monthly which specify the project, consulting days (or hours) worked, professional fees and related business expenses. The Agency will pay such compensation to the Contractor by check, unless otherwise agreed to, within 30 days of the date of the Contractor's invoice.

Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. STANDARDS AND DELIVERABLES

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the Contractor will be suitable for their intended purpose.

The Contractor will, in the course of performance of the Services, create and maintain files, working papers and records relating to the performance of the Services as directed by The Agency. Such files, working papers and records, including any appendices, attachments or supporting information will be the sole and absolute property of The Agency unless specifically identified as intellectual property of the Contractor.

4. INFORMATION, DATA AND MATERIALS

When requested, the Contractor will promptly disclose and provide The Agency fully and completely, together with all related and supporting data, information, reports, methods, formulae, computer designs, inventions, software specifications, manuals, and visual aids (hereafter collectively and individually referred to as "Information, Data and Materials") created, procured, conceived or prepared by the Contractor as a consequence of the performance of the Service reference in this Master Agreement or under a Statement of Work.

All such Information, Data and Materials will be deemed to be confidential and will be the sole and exclusive property of The Agency as set out in Section 5 below.

5. OWNERSHIP OF INFORMATION, DATA AND MATERIALS

Information provided to the Contractor by or at the discretion of The Agency or develop by the Contractor in carrying out its duties under this agreement and/or a Statement of Work, all Information, Data and Materials will be the property of and assigned by the Contractor to The Agency or as The Agency may direct, without

additional compensation to the Contractor unless specifically identified as intellectual property of the Contractor.

6. CONFIDENTIALITY REQUIREMENTS

The Contractor will maintain confidentiality and will not disclose, use, or publish any information relating to the Agency, the Agency's business, the Services, the consulting assignment the Master Agreement or the Statement of Work except as required to carry out its duties to the Agency except in circumstances where prior written consent has been obtained from the Agency to allow such disclosure, use or publishing. Contractor shall, upon request of the Agency, immediately return any such confidential information and all copies thereof in any form whatsoever under the power or control of Contractor to the Agency, and delete such information from retrieval systems and databases or destroy the same as directed by the Agency.

Information will include but not be limited to materials concerned with; pricing, commercial contracts, financial models, methods and data, key controls, technical data, product specific information, computer software, and documentation.

Notwithstanding anything in this Agreement to the contrary, the Contractor retains the right to disclose, use or publish any information that is in the public domain or otherwise becomes known to the public through no fault of the Contractor.

This clause will continue to force for a period of two (2) years after termination of this Master Agreement and/or the Statement of Work covering the assignment, whichever data being the later.

The Contractor will maintain as confidential all details of compensation or remuneration with, but not limited to the following parties: client, Agency staff, or other members of The Agency project team.

7. COPYRIGHTS

Any work that is capable of protection under copyright created by the Contractor during the performance of the Services will be the property of the Agency as author and owner of the copyright in such work.

The Contractor will, without charge to the Agency (except as set out below) execute, acknowledge and delivery to The Agency all papers, assignments and application of copyright registration or renewal, as may be necessary to enable The Agency to protect or publish said works by copyright or otherwise in any and all countries.

For a period of two years from the latest of the date of expiry or termination of this Master Agreement or the Statement of Work under which the work is created, the Contractor will render all such assistance as the Agency may require in any legal or other proceedings of litigation involving the right in said works provided however that The Agency gives reasonable notice to the Contractor of the need for said assistance to the Contractor and provides reasonable compensation to the Contractor for such assistance.

Further, the Contractor agrees to provide similar assistance and support to any nominee, successor, agent of assignee of the Agency.

Contractor represents and warrants to Agency that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Agency that it is performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity

right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Agency and its successors, assigns and licensees, harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Agency, or Agency's employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor's employees.

8. INDEMNITY

The Contractor will indemnify and defend The Agency, together with its officers, agents, subcontractors, subsidiaries, affiliates and employees, and hold them harmless from any and all claims, demands, causes of action, damage, loss, expense, liability, lawsuits, judgments, including attorneys' fees and costs, arising out of willful or negligent acts or omissions by the Contractor in connection with this Agreement.

Said indemnity will extend to include damage to property, injuries to or death of any persons, including but not limited to the Contractor, employees or subcontractors of the Contractor, all other persons undertaking any element of the Services and Agency staff arising from or in connection with such acts or omission of the Contractor, employees or subcontractors of the Contractor.

The Contractor's duty to indemnify and defend the Agency shall not extend to injury or damage resulting from the Agency's own negligence or failure to exercise its own responsibilities under this Agreement.

9. COMPLIANCE BY CONTRACTOR

With respect to Services performed by the Contractor, employees or subcontractors of the Contractor, the parties will:

- a. Safety and Security Regulations of the Agency – Comply with all of the security and safety regulations in effect as they apply and are required by the Agency.
- b. Payment of Taxes and notifications to Tax Authorities – Adhere to and comply with the obligations of the Internal Revenue Service (IRS), Franchise Tax Board (FTB) or other Tax Authorities, as appropriate to the jurisdiction under which the assignment is undertaken. The contractor will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Master Agreement and any Statement of Work and ensure timely settlement of all taxes and other similar deductions, and all payments or premiums made for workers' compensation cover, including but not limited to National Insurance, Pension, and Healthcare contributions or other payments as required by law.
- c. Laws and Regulations – Comply with all laws and regulations that are applicable to the jurisdiction in which the Services will be provided.
- d. Insurance – Obtain and maintain in force insurance cover of the types and in the amounts as follows: Professional Liability Insurance with limit of \$250,000 per claim or occurrence and \$500,000 in aggregate.

10. KEY PERSONNEL

The Contractor acknowledges that its selection by the Agency as a candidate organization to undertake the Service for the Agency was predicated on representations made to the Agency by the Contractor prior to the date of the Master Agreement.

And the Further, it is understood and agreed by the Contractor that any Services performed under this agreement will be performed or directly supervised by certain key personnel of the Contractor business, with those individuals being regarded as essential to the successful delivery of the Service being proposed ("Key Personnel").

The Key Personnel for each successive project will be named in the Statement of Work.

11. ENTIRE AGREEMENT

This Master Agreement sets forth the entire framework Agreement between the parties and may not be altered or amended except in writing signed by both parties.

12. RELATIONSHIP OF PARTIES

The Contractor will be engaged or retained by the Agency only for the purposes and to the extent set out in this Agreement and any supplementary Statements of Work.

Both the Agency and the Contractor agree that Contractor's relationship to the Agency will be during the period or periods that Services are provided, that of an Independent Contractor, not that of Employee and Employer. Nothing in this Agreement shall be interpreted as creating or establishing an employment relationship, partnership, agency, or joint venture between Agency and Contractor. During times when the Contractor is not committed or obliged under the terms of this agreement the Contractor will be at liberty to dispose of such portion of its time, skill and energy in any manner that the Contractor sees fit.

This Agreement will not establish a partnership, agency or joint venture between the Agency and the Contractor. The Contractor will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by the Agency pertaining to or in connection with any financial benefit or benefit in-kind including but not limited to retirement benefits, bonus arrangements, medical benefits, or other benefits that may be provided from time to time to Agency employees. Contractor shall have no authority to act as an agent for, or on behalf of, Agency, or to represent Agency or bind Agency in any manner.

Contractor and its agents and employees, shall not be entitled to any benefits that Agency may make available to its own employees, including but not limited to healthcare coverage, worker's compensation insurance, vacation or sick pay.

Contractor acknowledges that the following circumstances shall not have the effect of converting Contractor to employee status, nor shall it be imputed to Agency adversely in any way: (i) any inadvertent or mistaken reference by any of Agency's agents to Contractor as an "employee," or to Agency as "employer"; (ii) any method of compensation or payment interval that resembles payment to employees, or any compensation practice which would appear to comply with state or federal wage-hour laws applicable only to employees; or (iii) any other inadvertent treatment of Contractor by Agency, or its agents, that is inconsistent with Contractor's Independent Contractor status. Contractor shall be responsible for providing, at Contractor's own expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

Contractor shall determine the method, details and means of performing the described Services. Agency shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's Services.

Contractor is free to perform services for others, or to be employed by other entities, except to the extent that doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

13. ASSIGNMENT OF OBLIGATIONS OF RIGHTS

Obligations or right under this Master Agreement or Statements of Work may not be assigned by the Contractor other than with prior written consent of the Agency.

14. NON-WAIVER

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.

15. TERM AND TERMINATION

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

- a) Twenty-four (24) months from the date first written above;
- b) Or if fourteen (14) business day written notice is provided by one Party to the other Party that the writing Party wishes to terminate the agreement on an "at-will" basis.

However, if this agreement would ordinarily terminate as a consequence of either (a) or (b) above, the Agency will have the right, at its sole discretion, to extend or modify the term of this Master Agreement and/or any Statement of Work by giving written notice of such extension or variation to the Contractor at the Contractor's address as recorded on the first page of this agreement. Prior to an extension or modification to the terms of this Master Agreement and/or any Statement of Work becoming effective, Contractor will be required to submit its approval of the extension or modification, in writing to the Agency.

Either party may terminate this Agreement immediately for "Cause." Cause shall mean: (a) material breach of this Agreement not cured within ten (10) days after receipt of written notice; (b) any action by which the Contractor becomes insolvent and/or files for bankruptcy protection; and (c) commission of any material act of fraud or dishonesty against the other Party.

16. LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Any action instituted by either Party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state court located in Riverside County, California. Each Party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the State of California, County of Riverside. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall be responsible for its own attorney's fees, costs and other expenses.

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Independent Contractor Agreement

Signed:

On behalf of Desert Water Agency

By: _____

Print Name: Esther Saenz

Title: Finance Director

Date: _____

On behalf of The Contractor: Launa Stewart LLC

By: _____

Print Name: Launa Stewart

Date: _____

Statement of Work (SOW) Appendix A

Stewart Consulting

Proposal / Statement of Work (SOW)



Date Created: August 18th, 2022

Consulting Services Provided by:

Company: Launa Stewart LLC

Primary Contact: Launa Stewart, Founder & Principal Consultant

Address: 1832 Meeting Place Suite 301 Orlando, Florida 32814

Phone: 703.376.4415

Email: launastewart@launastewart.com

Consulting Services Submitted to:

Company: Desert Water Agency

Primary Contact: Esther Saenz, Finance Director

Address: 1200 S. Gene Autry Trail. Palm Springs, CA 92264

Phone: 760.323.4971

Email: esther@DWA.org

Statement of Scope

Based on discussions with Mrs. Saenz, the following areas have been identified as to where Ms. Stewart's expertise will provide the greatest value to the Desert Water Agency (DWA). Although it is understood that many of the activities and deliverables that Ms. Stewart will be undertaking as part of this engagement will have broad, positive implications for DWA as a whole; *the efforts under this SOW will be primarily focused on meeting the goals and objectives laid out by the DWA 2.0 Program*. This list should not be considered exhaustive, but directional; and the actual deliverables / activities that will occur during this engagement will be through the direct discussion & approval of Mrs. Saenz:

1. **DWA 2.0 Program:**

Participate in a dual role as it relates to the DWA 2.0 Program – as both #1. a Steering Committee member providing governance / oversight of the program & program/project managers and as #2. an actual project team member who will take on specific tasks (most likely focused within typical change management and business analyst's responsibilities) if/when there is not a DWA staff member / resource who is already capable of this skill/task. Ms. Stewart will also check with Ms. Saenz on a regular basis if there is a desire to teach a targeted DWA staff member a specific skill / capability.

Connection to DWA 2.0 Program: Direct, practical support of the overarching governance of the program itself; using 20+ years of experience implementing solutions in a cross functional environment – as well as filling in any possible skill gaps within the DWA staff and/or vendors to make sure that all work proceeds as smoothly as possible.

2. **Project Team Onboarding, Training and Ongoing Oversight:**

Ms. Stewart will assist in the identification of additional / alternative project support staff/vendors to guide the full and successful execution of these engagements through to completion. This will be done with the goal of "right sizing" the level of skill and effort that is truly needed by each unique project – appreciating that once a project has been scoped and planned by a senior, seasoned project management professional (Ms. Stewart) – a more junior project candidate might be better suited to take on the ongoing oversight activities (with Ms. Stewart's leadership and coaching), with the long term goal of developing that more junior project person's skills to take on more responsibilities over time.

Connection to DWA 2.0 Program: As it is best to have a team of differently skilled project management professionals supporting DWA's business transformation efforts; Ms. Stewart will bring her expertise to this topic to make sure that DWA is identifying the best possible staff augmenting individuals, training them up to use DWA's PMO lite infrastructure, and to make sure they are being actively managed for performance on behalf of DWA's leadership team.



3. DWA Project Portfolio Prioritization:

Facilitate the identification and prioritization of projects / initiatives.

Connection to DWA 2.0 Program: By developing decision matrix and other materials that will help align all DWA staffers as to how decisions are prioritized at the agency, to then take a very practical approach to articulating the business transformative work that should be considered “out” or “in” of the DWA 2.0 Program.

4. “Project Management Office (PMO) Lite” Standup:

Help DWA’s leadership team articulate their specific project execution oversight needs and goals, with regards to the Tyler projects within the DWA 2.0 Program; to then implement appropriate tools, processes, standards, measurements and ongoing management and oversight. These activities will be done with the primary intent of establish a streamlined and consistent manner for effective oversight across all of the “Top Priority” projects that will enable DWA’s Executive Team to reach their stated short-term goals as well as their ongoing mission for the organization; all while taking into account DWA’s unique culture and staff skillsets.

Connection to DWA 2.0 Program: Similar to having a variety of cars (projects) driving in a city (DWA) with different speed limits and traffic laws, the projects that will be executed under the DWA 2.0 Program need to have a well-defined and safe infrastructure (the PMO lite) in place so that all of the drivers (project team members) know the rules of the road, helping all get to their chosen destinations in the fastest and safest manner.

5. Marketing Research / Customer Outreach Support

Facilitate the RFI execution and Primary Market Research Agency candidate reviews that will lead to an engagement with a qualified vendor. Following this decision, Ms. Stewart will support DWA staffers in the planning, execution, and follow up of individual primary research projects as they are aligned with DWA’s objectives, projects, and/or her support is specifically requested.

Connection to DWA 2.0 Program: Three main efforts of primary research will directly benefit the DWA 2.0 Program’s implementation – and future success: 1. Confirming data points that will help DWA monitor and proactively manage future success of the agency and 2. Understand more directly what process changes might be desired by DWA customers / users. 3. Clarify with all stakeholders what type / mode / frequency of new reporting will be valuable to implement and maintain as an output of the DWA 2.0 Program (namely, but not exclusively related to the Tyler projects).

It is also understood that DWA’s executive team might request Ms. Stewart’s support in other areas. If/when that need arises, the involved parties will discuss those support needs / changes, how they might impact the current scope of work and make adjustments according. These discussions will be documented by email and will not be considered official unless written (email) confirmation is sent by all key parties.

Engagement Assumptions

- A standard work week will be between 25-35 hrs. a week.
- If the amount of work being requested of Ms. Stewart exceeds 35 hrs. of work for more than two weeks in a row, Ms. Stewart will alert DWA leadership to their choice of either re-prioritizing activities to stay within the 35-hr. budget or paying for those additional hours.
- Ms. Stewart will be reporting to Mrs. Saenz as the executive sponsor of this engagement, and as a senior level consultant is expected to self-manage all hours and deliverables, checking in on a regular basis regarding client satisfaction of overall service, including gaining sign off on the quality of individual deliverables per Mrs. Saenz preference.



- It is understood that Mrs. Saenz will make herself available on a standing, regular basis to provide Ms. Stewart direction to the decisions that are critical to the work underway (particularly those that cannot be made by a non-DWA staff member/executive). It is understood that if there are delays in those "touch base" discussions, there will necessarily be related delays in the work itself.
- It is expected that Ms. Stewart's work will be done primarily off site, but she will travel to DWA's Palm Springs, CA office from time to time to attend meetings in which her personal attendance is considered beneficial.
- Currently there is limited expectation for travel related to this assignment, but when travel is requested by the client (and confirmed in advance by email), Ms. Stewart's travel and expenses will be directly billed as a "passed through" to DWA (following any established guidelines).
- Engagement Start Date will be _____, 2022. Per Mrs. Saenz, this engagement is expected to last for 24 months, with the option for renegotiation/extension to occur on August 19th, 2024.
- Ms. Stewart can affirm that there are no legal inhibitors in her ability to provide her professional services directly to DWA, per the email received from SingerLewak affirming same dated August 17th, 2022.

Pricing and Payment Terms

Standard Hourly Rate: \$230/hr

Overtime Rate: Waived

Project Initiation Fee: Waived.

Billing and Payment Cycle: Monthly

Check should be made payable to: Launa Stewart LLC and mailed to 1832 Meeting Place Suite #301 Orlando, Florida 32814 or by direct deposit (Zelle or PayPal), as outlined in the monthly invoice.

Late payments will incur a late payment fee at the rate of 3% per month.

Materials: Any additional expenses (i.e., market research, meeting materials, travel expenses) will be billed in addition to Consulting Fees. Such expenses will be submitted in advance for approval and will be billed separately and as "pass through". Pricing and Terms in this Proposal are valid through December 31st, 2024.

Agreement to Proceed

Please sign below to indicate acceptance of this proposal, and agreement to proceed.

Name: Esther Saenz

Title: Finance Director

Signature: _____

Date: _____



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

SEPTEMBER 6, 2022

RE: CUSTOMER APPEAL – NGA (NATALIE) LY ACCOUNT

On December 17, 2019, the Board of Directors adopted Resolution No. 1224 “Policy on Discontinuation of Residential Water Service for Nonpayment”, which became effective on February 1, 2020. This resolution was in accordance with Senate Bill 998, adopted by the California Legislature in 2018 and imposes new and expanded customer protections regarding discontinuation of residential water service for nonpayment and related matters.

Section 5 of Resolution No. 1224 addresses the procedures to contest or appeal a bill, in particular Section 5.3 (Appeal to Board of Directors).

“Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination by the Agency may appeal the determination to the Board of Directors by filing a written notice of appeal with the Agency Secretary within ten (10) business days of the Agency’s mailing of its determination. Upon receiving the notice of appeal, the Agency Secretary will set the matter to be heard at an upcoming Board meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Board shall be final.”

Appeal:

The appellant, Nga (Natalie) Ly, is appealing the monthly fixed water service amount for the reason(s) listed:

1. Fixed Income
2. Does not use a lot of water
3. Only occupant in residence

Statements of Fact:

1. The Agency complied with the procedural requirements of Proposition 218 [Article XIII D, Section 6] for the setting of new rates
2. The Agency has set water rates according to the 5-year rate increase plan adopted by the Agency’s Board of Directors
3. Prior to the adoption of a 5-year rate increase plan, the Agency
 - a. developed a 5-year increase plan in conjunction with NBS (Consultant) to determine the necessary revenue required to provide water service

- following industry standards and reflect the principles of cost-of-service rate making provided in the American Water Works Association's (AWWA) Principles of Water Rates, Fees, and Charge Manual and Proposition 218 requirement that rates do not exceed the cost of providing the service and be proportionate to the cost of providing service for all customers
- b. conducted a series of workshops to inform rate payers of the rate increase plan developed in conjunction with NBS
 - c. provided ballots to rate payers with which they could protest the planned rate increases prior to the board adopting the 5-year rate increase plan
 - d. held public hearings according to Proposition 218 prior to the adoption of the 5-year rate increase plan
4. Prior to the adoption of a rate increase, the Agency
 - a. determines the necessity of the rate increase and to fund ongoing Agency operations
 5. Agency staff has provided the customer information regarding financial assistance resources available
 6. Customer received a United Way Help2Others payment of \$200 on August 17, 2021 and is eligible to apply for a second Help2Others payment. Customers are eligible for a \$200 credit from Help2Others every 12 months.
 7. Customer's bill ranges from \$35.81 to \$40.37 per month, consuming 1 to 3 units of water on average
 8. A \$200 credit from United Way Help2Others would last approximately 5 months of water bills or 6 months of fixed monthly water service charges. Stated differently, a \$200 Help2Others credit will reduce the customer's annual water bill to approximately \$260 or \$22 per month.

Appeal Procedure:

1. Staff has provided the Board with the correspondence for this appeal (Attachment #1 & #2)
2. The appellant, if in attendance, will be invited by President Bloomer to speak concerning the appeal
3. After hearing the appellant, the Board will decide whether to grant or deny the appeal.

Fiscal Impact:

If the Board decides to deny appeal, there will be no fiscal impact. If the Board decides to grant the appeal, the fiscal impact is not known as the impact would be dependent on amount of reduction, time frame of future reductions, and the potential for litigation regarding the violation of cost-of-service principles within Proposition 218.

Staff Recommendation:

Based on the statements listed above, staff recommends that the Board of Directors deny the appeal submitted by Nga (Natalie) Ly.

Attachments:

Attachment #1 – DWA Staff Appeal Determination

Attachment #2 – Customer Dispute Form

Kristin Bloomer, President (Division 5)
James Cioffi, Vice President (At large)
Joseph K. Stuart, Secretary-Treasurer (At large)
Patricia G. Oygar, Director (At large)
Paul Ortega, Director (Division 4)



Mark S. Krause, General Manager-Chief Engineer
Best, Best & Krieger, General Counsel
Krieger & Stewart, Consulting Engineers

July 27, 2022

Nga Ly
[REDACTED]

RE: WATER BILL DISPUTE
[REDACTED]

Dear Valued Customer:

Thank you for reaching out to us- and for your concern about the account associated with your billing issue.

The service charge is a fixed amount based on the size of your meter. The service charge covers the cost of the Agency operations, including system capacity, maintenance, water quality testing and meter reading.

Desert Water Agency is a not-for-profit government agency that, by law, can only charge the cost to provide water. That being said, you're right in noticing that the costs have increased substantially. Our team works hard to provide resources and connect customers with programs to help pay water bills. [Help2Others](#) is a program Desert Water Agency established that could help you with a \$200 credit per year. Additionally, you can contact www.capriverside.org LIHWAP program for assistance towards past due water bills.

If you would like to take the matter further, please fill out this form (www.dwa.org/appeal) within 10 business days of the date on this notice and our Board of Directors will review your appeal at a public board meeting. If no appeal is submitted within ten business days, the decision above will be final. Paper forms are available for those who need them, please call 760-323-4971 or pick one up in our office. Completing the form online is the quickest way to get your issue resolved.

We will notify you when the appeal hearing date is set. You're welcome to attend the meeting and provide comments regarding your appeal. The decision of the Board of Directors will be final and binding.

If you need any help during this process, please let us know. We're happy to share any information or documentation you provide with our Board of Directors.

Sincerely,


Glerdale Berdan
Accountant
Ext. 164

3. If you are not satisfied with the decision, you have the opportunity to submit an appeal within 10 business days. Instructions on how to submit an appeal will be provided in writing if your dispute is rejected.
4. Give us time to process. Our management team will review the appeal and present it to the Board of Directors for their decision. You will be informed of the date that the Board of Directors will hear the appeal. It will be heard at a public meeting that you are welcome to attend and provide verbal and/or written comments.
5. The decision of the Board of Directors is final and will be carried out by Desert Water Agency staff. If your appeal is granted, please allow two billing cycled to see changes reflected/credited on your bill.



Bill dispute form

Your Name *

LY, NGA L. (NATALIE)

Name on DWA water account *

☒ Same as above

☐ Other

Phone number *

[REDACTED]

Email address

[REDACTED]

Property address *

[REDACTED]

PALM SPRINGA
CA 92264

Date on bill you're disputing *

mm/dd/yyyy July 1/2022

Why are you disputing your bill? *

I moved to this address July 15-2015 / water bill with service charged \$9.99. - They went up every time until now \$33.53 it is to high up because I'm single + low income I don't use water alot I really need to reduce OR make fair for single case Thanks

Please upload any supporting documents or photos.

Drop files here or

Select files

Accepted file types: pdf, jpg, png, doc, docx, Max. file size: 10 MB, Max. files: 10.

1 MB or less each Word, PDF, JPEG or PNG only



Bill Dispute Form

You can also download the PDF above, fill it out and mail or deliver it to our office.

mail: PO Box 1710, Palm Springs, CA 92263-1710

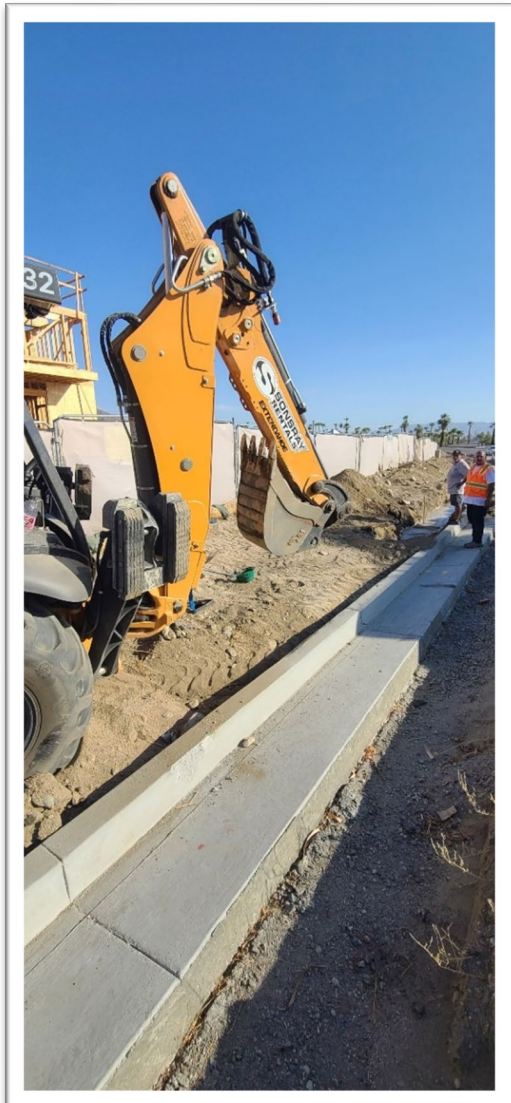
physical address: 1200 Gene Autry Trail S, Palm Springs, CA 92264

GENERAL MANAGER'S REPORT SEPTEMBER 6, 2022

Damaged Service – 895 S. Palm Canyon Drive

On August 18 at approximately 8:00 a.m., Construction crews responded to a hit 1-inch service located at 895 S. Palm Canyon Drive (west side of S. Palm Canyon Dr. between Mesquite Ave. and Sunny Dunes Rd.). The damage was to a 5/8-inch meter for city irrigation. A contractor installing conduit for the Elon Tract hit the service. Staff made the necessary repairs and put the water service back in. A damage report was made, and the water loss was a 1-inch opening which flowed for approximately 1 hour, which resulted in a water loss of approximately 13,580 gallons (system pressure in that area is 90psi).

Backhoe that hit the service and corp stop.



Trench that they were installing conduit and hit our service.

Damaged Service – 895 S. Palm Canyon Drive
(Cont.)



Picture of the corp stop that broke at the threads going into the saddle.



Picture of the final repair.

Damaged Valves – Vista Chino/Monte Vista

On August 19 at approximately 3:00 p.m., Construction staff responded to the northwest corner of the intersection at W. Vista Chino and North Monte Vista Dr. A car crashed into two gate valves at the location causing damage to both valve operating stems, but no other visual damage was observed. There was no water loss, and a damage report was made.

Sheared off valve stem.



Bent valve stem.

Damaged 1" Service - 441 Calle Encilia

On August 26 at approximately 1:00 p.m., Construction staff responded to a hit 1-inch service at 441 Calle Encilia which is on the east side of Calle Encilia between Ramon Rd. and Saturnino Rd. This service serves a 1-inch meter. There was a contractor trenching for conduit when they damaged the corp stop. The corp stop has been replaced and the service is back in service. A damage report was made, and the water loss was 1/4-inch hole at the corp threads which flowed for approximately 20 minutes.

Damaged 1-inch corp stop.



Damaged 1-inch corp stop and copper service line.



Damaged 1" Service - 441 Calle Encilia
(Cont.)

Damage to the 1- inch copper service line.



Backfilled and compacted around our repair.

Damaged Fire Hydrant – West side of Gene Autry Trail

On August 29 at approximately 8:00 a.m. Construction staff responded to a hit fire hydrant on the west side of Gene Autry Trail between E. Tachevah Dr. and E Chia Rd. Staff replaced the fire hydrant and placed it back in service. A police report was filed. The water loss was a fully open 6-inch fire hydrant buried which flowed for approximately 15 minutes with a water loss of 123,600 gallons (165.24 HCF).

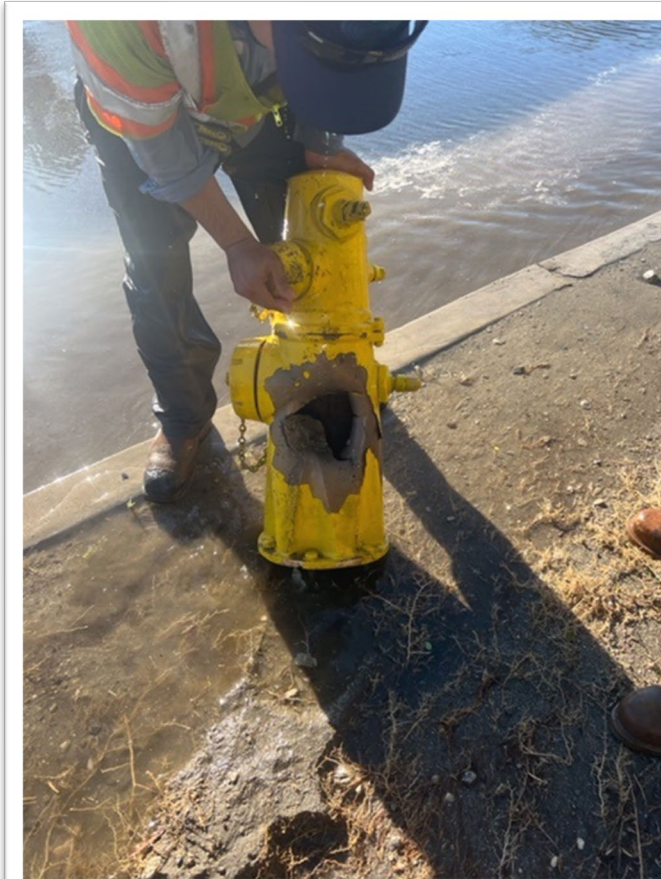
The hit fire hydrant and the truck that hit the fire hydrant.



Truck that hit the fire hydrant.

Damaged Fire Hydrant – West side of Gene Autry Trail
(Cont.)

The damage to the fire hydrant.



Water from the hydrant before shutting off.

Damaged air-vac – Gene Autry Trail

On August 30 at approximately 9:30 a.m. there was a car accident that damaged the air-vac located on the west side of Gene Autry Trail just south of E. Sunny Dunes Rd. The air-vac was damaged, and staff will have to expose the riser to see the extent of the damage. An underground service alert has been called. The water loss was minimal about a 1/4-inch hole which flowed for about 30 minutes. With an estimated water loss of 400 gallons.

Air-vac cover.



Damaged air-vac.



Cathedral Canyon Sewer Lift Station Stationary Back-Up Generator

A stationary back-up generator has been installed at the Cathedral Canyon Sewer Lift Station. Prior to this installation, during a power outage Agency staff had to transport and connect a portable generator at the site to power the pumps. This process would take up to an hour to complete, increasing the potential for a Sanitary Sewer Spill at the station.

The new stationary back-up generator is a Kohler 31kW (42 Hp) diesel generator. During a power outage, the generator will automatically start, transferring power to the station pumps. A signal via our SCADA System will alert the Operations staff that the generator is on.

To deter theft and prevent vandalism, a metal enclosure was constructed around the generator. The structure walls are constructed of corrugated steel deck panels and the vents are constructed of expanded metal. Motion lights and an alarm system were also installed. The enclosure also provides shade, protecting the generator from sunlight which will help extend its life.

The total budget for the project was \$126,500. The total cost of the project was approximately \$137,000 (8.3% over budget). The additional expenses are primarily due to increased material cost.

The 42 horsepower Kohler diesel generator inside the enclosure.



Cathedral Canyon Sewer Lift Station Stationary Back-Up Generator
(Cont.)

The generator enclosure.



Update Regarding Supply Chain Issues

On August 18 the Agency received notification from a supplier stating that due to unprecedented global commodity supply issues, material pricing and availability cannot be guaranteed for any set period of time. The notification then provided the following lead time estimates for material:

• Sewer Fittings	1/2 – 2 months
• Ductile Iron Fittings	1 – 2 months
• PVC Pipe	3 – 4 1/2 months
• Meter Boxes	3 – 6 months
• Valves	5 1/2 – 6 months
• Ductile Iron Pipe	7 – 8 months
• Hydrants	7 – 8 months
• Service Brass	8 – 10 months

Staff reached out to other suppliers, and all confirmed and agreed with the notification information. Based on the estimated lead times, staff has discontinued 2" PE service replacements to preserve warehouse stock in case of emergencies.

Staff is also looking at how this will affect the pipeline replacement program and are considering pre-purchasing material to mitigate contractor delays.

DWR Letter To State Water Contractors – Water Conservation Actions for 2023

On August 29, the director of DWR wrote to all State Water Contractors to notify us of the actions they are taking to prepare for a third consecutive year of extreme drought. DWR has sought and received temporary modifications to Delta water quality standards to conserve water supplies in upstream reservoirs, installed salinity barriers in the Delta, coordinated with the U.S. Bureau of Reclamation on planning and operations of the SWP and CVP, and reduced the 2022 water allocations for the SWP and Feather River water right holders.

While these actions have helped, Water Year 2023 will still begin with substantially reduced storage in Lake Oroville. Supplies from the Colorado River are scarcer due to dry conditions throughout the West. The continued uncertainties of climate change, extreme weather and a third consecutive winter with La Nina conditions impacting the winter storm track lead to a strong possibility that we will continue reductions to water supplies into 2023.

The most effective way for California to navigate this drought is to increase our water conservation. DWR is available to assist with conservation efforts, especially to those agencies under mandatory water restrictions.

Drought Conditions on Colorado River and Local Impacts

Last month, The US Bureau of Reclamation (USBR) released its 24-month study on the operation of Lake Powell and Lake Mead. The study indicates that the coming water year (October 2022 - September 2023) does not likely have reservoirs dipping to elevations that require California water rights holders to reduce its demands though users in other states will be cut back. Metropolitan Water District of Southern California (MWD), Coachella Valley Water District and Imperial Irrigation District are participating in voluntary cutbacks.

If dry conditions persist, the following water year (October 2023 - September 2024), Lake Mead and Lake Powell could reach critical levels at which California water rights holders would be required to cut back.

The USBR asked the seven states using Colorado River water to come up with an agreement by mid-August to conserve 2–4-million-acre feet. The parties were not able to reach an agreement but are continuing discussions. USBR has not yet stepped in to mandate any actions as a result of the missed deadline nor have they set a new deadline.

MWD has developed its forecast for operations in the coming year based on the USBR study, DWR outlooks and a number of assumptions and scenarios. Unless there is a State Water Project allocation of 30% or more in the coming water year, MWD does not intend to deliver SWP Table A water to the Coachella Valley in the 2023 calendar year.

DWA Holiday

The Agency will be closed on Monday, September 5 in observance of Labor Day.



2023 ACWA/JPIA Health Insurance Premium Rates

The majority of the health insurance premium rates for 2023 will be decreasing. Anthem PPO went down 10% and Kaiser HMO went down 1.3%, and Anthem HMO increased by 5.5%. The Agency budgeted for a 6% increase for the 2022/23 budget; we will be well below our budget for this fiscal year. Also, over half of our enrollments are in the Anthem PPO plan so this will be a dramatic savings for the Agency with the 10% decrease in this plan. There were no changes to dental or vision.

2023 Health Insurance Employee Premiums

EMPLOYEES HIRED AFTER 5/1/2007

	Anthem Blue Cross		Kaiser	Delta	VSP
	PPO	HMO	HMO	Dental	(Vision)
MONTHLY PREMIUM					
Employee only	\$734.34	\$976.29	\$673.19	\$33.72	\$11.70
w/1 dependent	\$1,468.68	\$1,952.58	\$1,346.38	\$69.61	\$18.40
w/2 or more dependents	\$1,946.00	\$2,587.17	\$1,871.47	\$115.47	\$35.54
DEPENDENT COST: 20% Dependent Coverage paid by Employee					
MONTHLY:					
w/1 dependent	\$146.87	\$195.26	\$134.64	\$7.18	\$1.34
w/2 or more dependents	\$242.33	\$322.18	\$239.66	\$16.35	\$4.77
PER PAY PERIOD:					
w/1 dependent	\$67.79	\$90.12	\$62.14	\$3.31	\$0.62
w/2 or more dependents	\$111.85	\$148.70	\$110.61	\$7.55	\$2.20
DWA PAID PREMIUMS					
MONTHLY:					
Employee only	\$734.34	\$976.29	\$673.19	\$33.72	\$11.70
w/1 dependent	\$1,321.81	\$1,757.32	\$1,211.74	\$62.43	\$17.06
w/2 or more dependents	\$1,703.67	\$2,264.99	\$1,631.81	\$99.12	\$30.77
PER PAY PERIOD:					
Employee only	\$338.93	\$450.60	\$310.70	\$15.56	\$5.40
w/1 dependent	\$610.07	\$811.07	\$559.27	\$28.81	\$7.87
w/2 or more dependents	\$786.31	\$1,045.38	\$753.14	\$45.75	\$14.20

SYSTEM LEAK DATA					
(PERIOD BEGINNING AUG 9, 2022 THRU AUG 29, 2022)					
STREET NAME	NUMBER OF LEAKS	PIPE DIAMETER (INCHES)	YEAR INSTALLED	PIPE MATERIAL	PIPE CONSTRUCTION
AVENIDA CABALLEROS	12	14	1953	STEEL	BARE/UNLINED
INDIAN CANYON DR	7	6	1951	STEEL	BARE/UNLINED
VISTA CHINO	5	20	1949	STEEL	BARE/UNLINED
INDIAN CANYON DR	3	10	1938	STEEL	BARE/UNLINED
FRANCIS DR	3	6	1957	STEEL	BARE/UNLINED
ANDREAS RD	3	6	1958	STEEL	BARE/UNLINED
LOUISE DR	3	6	1959	STEEL	BARE/UNLINED
SANTA ROSA DR	3	4	1936	STEEL	BARE/UNLINED
SAN LORENZO RD	3	4	1948	STEEL	BARE/UNLINED
VIA VAQUERO RD	3	4	1958	STEEL	BARE/UNLINED
BARISTO RD	2	4	1937	STEEL	BARE/UNLINED
CERRITOS DR	2	4	1946	STEEL	BARE/UNLINED
S PALM CANYON DR	1	10	1938	STEEL	BARE/UNLINED
INDIAN CANYON DR	1	8	1938	STEEL	BARE/UNLINED
PATENCIO RD	1	6	1951	STEEL	BARE/UNLINED
RACQUET CLUB RD	1	6	1958	STEEL	BARE/UNLINED
VIA NORTE	1	4	1945	STEEL	BARE/UNLINED
HIGHLAND DR	1	4	1946	STEEL	BARE/UNLINED
CALLE SAN ANTONIO	1	4	1946	STEEL	BARE/UNLINED
CALLE SANTA ROSA	1	4	1953	STEEL	BARE/UNLINED
VIA ALTAMIRA	1	4	1954	STEEL	BARE/UNLINED
SHARON RD	1	4	1955	STEEL	BARE/UNLINED
INDIAN TR	1	3	1935	STEEL	BARE/UNLINED
SAN JACINTO DR	1	3	1948	STEEL	BARE/UNLINED
TOTAL LEAKS IN SYSTEM:		61			

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

Streets highlighted in salmon are being proposed as part of the

2022/2023 Replacement Pipeline Project

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
TOTAL LENGTH OF PIPE IN SYSTEM OLDER THAN 70 YEARS (LINEAR FEET):	117,721
TOTAL LENGTH OF UNLINED PIPE SYSTEMWIDE (LINEAR FEET):	297,672
*AVERAGE LENGTH OF PIPE REPLACED ANNUALLY (LINEAR FEET):	15,000
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF UNLINED STEEL PIPE:	16 YEARS
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF PIPE OLDER THAN 70 YEARS:	9 YEARS
YEAR AGENCY TRANSITIONED TO CEMENT LINED STEEL PIPE:	1960
<p>*PLEASE NOTE THIS FIGURE REPRESENTS THE AVERAGE LINEAR FOOTAGE OF PIPELINE REPLACED ANNUALLY GIVEN AN AVERAGE ANNUAL BUDGET OF \$3 MILLION.</p>	



SYSTEM LEAKS
(Period beginning Aug. 9,
2022 thru Aug. 29, 2022)

2022/2023 REPLACEMENT PIPELINES - VISTA CHINO

2021/2022 REPLACEMENT PIPELINES - VIA ALTAMIRA

2021/2022 REPLACEMENT PIPELINES - CERRITOS DR

2021/2022 REPLACEMENT PIPELINES - ANDREAS RD

2020/2021 REPLACEMENT PIPELINES - AVENIDA CABALLEROS

2021/2022 REPLACEMENT PIPELINES - VIA VAQUERO RD

General Manager's Meetings and Activities

Meetings:

08/16/22	DWA Bi-Monthly Board Meeting	Conf Call
08/17/22	SWC DCP Coordination Meeting	Conf Call
08/17/22	SWC DCP Update Meeting	Conf Call
08/17/22	Tribal Mediation – Technical Committee Meeting	Conf Call
08/17/22	DWA Conservation & Public Affairs Committee Meeting	Conf Call
08/19/22	Sites Reservoir Committee Monthly Meeting (Metzger)	Conf Call
08/22/22	DWA Weekly Staff Meetings	Conf Call
08/22/22	CSDA Conference	Palm Desert
08/23/22	CSDA Conference	Palm Desert
08/24/22	CSDA Conference	Palm Desert
08/24/22	Tribal Mediation – Technical Committee Meeting	Conf Call
08/29/22	Tribal Mediation – Recycled Water Proposal	Conf Call
08/29/22	DWA Weekly Staff Meetings	Conf Call
08/29/22	MWD/DWA/CVWD Coordination Committee Meeting	Conf Call
09/01/22	DWA Executive Committee Meeting	Conf Call
09/02/22	SWC Update Call	Conf Call
09/05/22	DWA Holiday	
09/06/22	WWRF BLM Right of Way Permit Cooperators Meeting	Conf Call
09/06/22	DWA Bi-Monthly Board Meeting	Conf Call

Activities:

- 1) 2022 DWA Voting District Boundaries
- 2) DWA Board Handbook
- 3) DWA Rate Study
- 4) DWA Surface Water Rights
- 5) COVID 19 Water and Sewer Arrearages
- 6) Water Supply Planning – DWA Area of Benefit
- 7) Sites Reservoir Finance
- 8) DCP Financing
- 9) Lake Perris Seepage Recovery Project Financing
- 10) Recycled Water Supply - Strategic Planning
- 11) Recycled Water Rate
- 12) AQMD Rule 1196
- 13) DWA Digital Transformation Project
- 14) DWA Organizational Restructuring
- 15) DWA Tax Rate Analysis
- 16) DWA Staff Succession Planning
- 17) Palm Springs Aerial Tramway Water Supply 2022
- 18) SWP Contract Extension Amendment
- 19) DWA Remote Meter Reading Fixed Network
- 20) State and Federal Contractors Water Authority and Delta Specific Project Committee (Standing)
- 21) Whitewater River Surface Water Recharge

Activities:

(Cont.)

- 22) Replacement Pipelines 2021-2022
- 23) DC Project – Finance JPA Committee (Standing)
- 24) DWA/CVWD/MWD Operations Coordination/Article 21/Pool A/Pool B/Yuba Water (Standing)
- 25) DWA/CVWD/MWD Exchange Agreement Coordination Committee (Standing)
- 26) SWP 2022 Water Supply
- 27) ACBCI Water Rights Lawsuit
- 28) Whitewater Hydro Operations Coordination with Recharge Basin O&M
- 29) Whitewater Spreading Basins – BLM Permits
- 30) Delta Conveyance Project Cost Allocation
- 31) MCSB Delivery Updates
- 32) Well 6 Meaders Cleaners RWQB Meetings
- 33) SWP East Branch Enlargement Cost Allocation
- 34) WQCB Update to the SNMP