



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

This meeting will be held virtually and in person. The link and the telephone option provided is for the convenience of the public.

Toll Free: (253) 215-8782
Meeting ID: 817 7446 8482
Passcode: 468139

or Via Computer:
<https://dwa-org.zoom.us/j/81774468482?pwd=enISNTFsL2U4WWxabiF5MTJJeGtHQT09>
Meeting ID: 817 7446 8482

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.

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

Esta reunión se llevará a cabo virtualmente y en persona. El enlace y la opción telefónica proporcionada es para la comodidad del público.

Número gratuito: (253) 215-8782
ID de reunión: 817 7446 8482
código de acceso: 468139

o a través de la computadora:
<https://dwa-org.zoom.us/j/81774468482?pwd=enISNTFsL2U4WWxabiF5MTJJeGtHQT09>
ID de reunión: 817 7446 8482

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.

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

- | | |
|---|--------|
| 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE | BOWMAN |
| 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 ITEMS LISTED ON THE AGENDA: 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 April 18, 2023 Regular Board Meeting
- B. Receive and File Minutes of the April 27, 2023 Executive Committee Meeting
- C. Receive and File – March Water Use Reduction Figures
- D. Receive and File – Minutes of the April 20, 2023 State Water Contractors' Meeting

6. ACTION ITEMS:

- A. Request Board Action Regarding Claims for Damages (David Jervis) **KRAUSE**
- B. Request Authorization for Finance Director to Execute Independent Contractor Agreement with LM Technology Consulting **SAENZ**
- C. Request Board Adoption of Resolution No. 1299 Approving the 2023 Local Guidelines for Implementing the California Environmental Quality Act (CEQA) for Desert Water Agency **RIDDELL**

7. GENERAL MANAGER'S REPORT

KRAUSE

8. DIRECTORS REPORTS ON MEETINGS/EVENTS ATTENDED ON BEHALF OF THE AGENCY

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

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 office located at 1200 South Gene Autry Trail, Palm Springs, CA. Sylvia Baca, MMC, Assistant Secretary of the Board

April 18, 2023

Vice President Bowman called for approval of the Consent Calendar. He noted that Consent Calendar Items 5-A through 5-E 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 April 4, 2023 Regular Board Meeting
- B. Receive and File Minutes of the April 10, 2023 Conservation & Public Affairs Committee Meeting
- C. Receive and File Minutes of the April 11, 2023 Finance Committee Meeting
- D. Receive and File Minutes of the April 13, 2023 Executive Committee Meeting
- E. Receive and File – March 2023 Outreach & Conservation Activities & Events

Approval of the Consent Calendar

- A. Approve Minutes of the 04/04/23 Regular Board Mtg.
- B. Receive & File Minutes of the 04/10/23 Conservation & Public Affairs Comm. Mtg.
- C. Receive & File Minutes of the 04/11/23 Finance Comm. Mtg.
- D. Receive & File Minutes of the 04/13/23 Executive Comm. Mtg.
- E. Receive and File – March O&C Activities & Events

Director Grasha moved for approval of Consent Calendar Items 5A through 5E. After a second by Secretary-Treasurer McKenna, the motion carried by the following roll call vote:

AYES: Grasha, McKenna, Bowman, Ortega
 NOES: None
 ABSENT: Bloomer
 ABSTAIN: None

Finance Director Saenz presented the staff report. She indicated the requested revisions were updated to the revenue stabilization rate, replacing the automatic implementation with an action of the Board and the temporary Construction Water rate. Staff recommends that the Board of Directors accept the Revised Cost of Service Study for Potable, Recycled & Wastewater Rates.

Action Items:

Request Acceptance of Revised Cost of Service Study for Potable, Recycled & Wastewater Rates

Director Grasha made a motion to accept the rate study as presented. After a second from President Ortega the motion carried by the following roll call vote:

AYES: Grasha, Bowman, Ortega
 NOES: None
 ABSENT: Bloomer
 ABSTAIN: McKenna

Senior Advisor Metzger presented the staff report. She noted that the State Water Resources Control Board (SWRCB) will not enforce the regulation provision for agencies to implement Level 2 actions. Staff recommends that the Board of Directors authorize the Agency to move out of Level 2 into Level 1 of Ordinance No. 72 immediately.

Authorization to Move from Level 2 into Level 1 of Ord. No. 72 (Water Shortage Contingency Plan) Upon State Water Board Action

Director Grasha moved for authorization to move from Level 2 into Level 1 of Ordinance No. 72 (Water Shortage Contingency Plan) upon State Water Board Action. After a second from Secretary-Treasurer McKenna the motion carried by the following roll call vote:

AYES: Grasha, McKenna, Bowman, Ortega
 NOES: None
 ABSENT: Bloomer
 ABSTAIN: None

Action Items:

(Cont.)
 Authorization to Move from Level 2 into Level 1 of Ord. No. 72 (Water Shortage Contingency Plan)
 Upon State Water Board Action

Consultant Probolsky provided a PowerPoint presentation on the survey.

Discussion Item:

Probolsky Research
 Survey Results

In response to Vice President Bowman, Senior Advisor Metzger stated that staff found the report helpful and that it will allow agency staff to stratify the audience, getting the right message to the right people.

Mrs. Metzger stated that the last survey was very short and noted that the Agency was much different back then. She stated that they intend on using this current survey as a benchmark opportunity.

Secretary-Treasurer McKenna provided the financial highlights for March 2023.

Secretary-Treasurer's Report (March 2023)

General Manager Krause provided an update on Agency operations for the past several weeks.

General Manager's Report

Director Grasha noted his attendance at the April 13 DVBA Luncheon, April 11 CVWD Board meeting, and the April 6 BIA Government Affairs Luncheon.

Directors Reports on Mtgs/Events Attended on Behalf of the Agency

Secretary-Treasurer McKenna noted his attendance at the April 17 MSWD Board meeting.

President Ortega noted his attendance at the April 14 Quarterly Board meeting for ACWA Region 9, and the April 17-19, NWRA Conference.

At 9:15 a.m., Vice President Bowman convened into Closed Session for the purpose of Conference with Legal Counsel, (A) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al (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.

Closed Session:

A. Existing Litigation – ACBCI vs. CVWD, et al. (2 Cases)
 B. Existing Litigation – MSWD vs. DWA Agency et al
 C. Existing Litigation - AT&T vs. County of Riverside

At 9:45 a.m., Vice President Bowman reconvened the meeting into open session and announced there was no reportable action taken.

Reconvene – No
Reportable Action

In the absence of any further business, Vice President Bowman adjourned the meeting at 9:46 a.m.

Adjournment

Sylvia Baca
Assistant Secretary of the Board

DRAFT

Minutes
Executive Committee Meeting
April 27, 2023

Directors Present: Jeff Bowman, Kristin Bloomer
Staff Present: Mark Krause, Steve Johnson, Esther Saenz, Sylvia Baca,
Jamie Hoffman

Consultant Present: Ashley Metzger

Call to Order

1. Public Comments - None
2. Discussion Items
 - A. Review agenda for May 2, 2023 Board meeting
The proposed agenda for the May 2, 2023 meeting was reviewed.
 - B. Zone Pumping Charges
Staff provided information on zone pumping charges to the Committee.
 - C. Expense Reports
The March Expense Reports were reviewed.

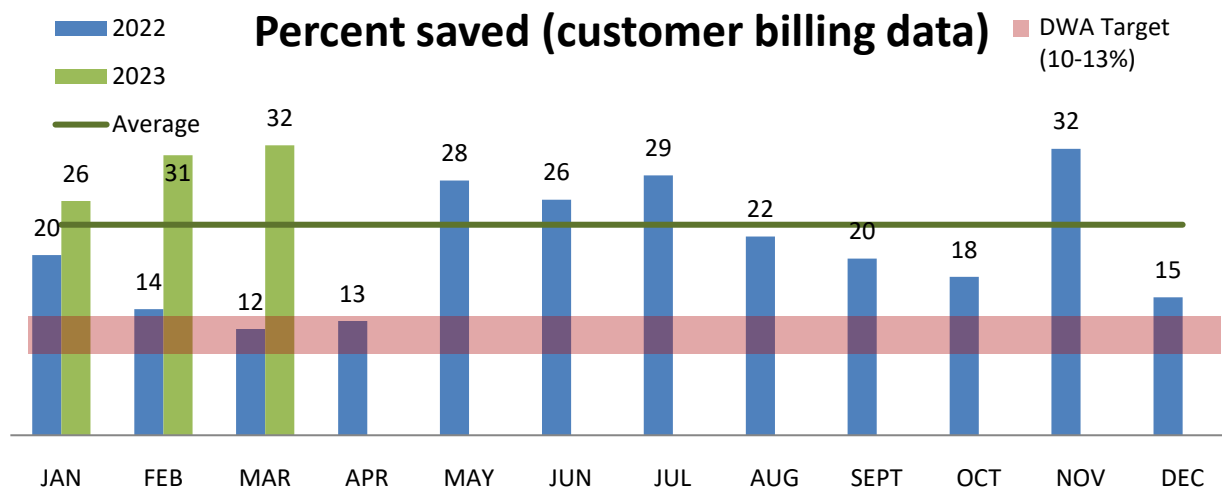
Adjourn

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

MAY 2, 2023

RE: MARCH 2023 WATER USE REDUCTION FIGURES

Desert Water Agency customers reduced water consumption per meter by 32% during March 2023 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 25% lower compared to 2013. DWA is asking its customers to voluntarily save 10-13% compared to 2013 to help achieve long-term sustainability.

Water production (water from well and stream sources) was down 9% in March 2023 compared to March 2020 (the State's baseline). DWA is encouraging and incentivizing conservation for long-term sustainability.

In 2022, the State Water Board required 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%. On March 24, 2023, the Governor removed the 15% request and the Level 2 requirement. On April 18, 2023, DWA returned to level 1 of its Water Shortage Contingency Plan.

Rain and cooler than average weather may account for the high savings in 2023.

March 2023 conservation per meter percentage	32%
March 2023 consumption per meter	26 HCF
March 2013 consumption per meter	39 HCF
March 2023 gross consumption conservation percentage	27%
March 2023 metered potable consumption	1,458 AF
March 2013 metered potable consumption	1,986 AF
The percentage of the Total Monthly Potable Water Production going to residential use only for the reporting month	62%
Population (projected based on number of active residential meters and inclusive of seasonal residents)	74,156
Estimated R-GPCD	149
Number of public complaints of water waste or violation of conservation rules received during the reporting month.	63
Number of contacts with customers for actual/alleged water waste or for a violation of conservation rules.	18
Number of field visits for water waste follow up.	24
Number of citations for violation of conservation rules.	17

STATE WATER CONTRACTORS MEETING

April 20, 2023

I. LEGISLATIVE UPDATES AND DISCUSSION

- a. SWC has taken a position on several bills this legislative session. For example:
 - i. AB 460
 - 1. Jennifer testified in the Legislature advocating against this bill because it would allow the State Water Resources Control Board inspect users/facilities for waste of water.
 - ii. SB 687
 - 1. SWC opposes this bill because it would hold the Delta Conveyance Project hostage until the Water Quality Control Plan adopted *and* fully implemented.
 - iii. AB 30
 - 1. SWC supports this bill because it allows for new research into atmospheric rivers and provides that DWR must operate reservoirs in a manner that maximizes storage from atmospheric rivers.
 - iv. Bond measures, one in Assembly and one in Senate
 - 1. SWC supports these bond measures, which are polling over 60% with the public. Need to be finalized by August 2023.
- b. Important deadlines coming up for the Legislature.
 - i. April 28 – bills must get out of committee.
 - ii. June 2 – bills must be passed.
 - iii. June 15 – Legislature must approve state budget.
- c. Governor's office projects a budget shortfall of at least \$25 billion.

II. SWP WATER SUPPLY

- a. Banner year for water supply. Reservoirs across the state are in good shape.
- b. DWR increased Table A amount to 100%, the first time since '06.
- c. San Luis is full. Article 21 water is available. DWR anticipates high exports from San Luis through the summer.
- d. Outlook for remainder of April and May:
 - i. Starting to see snowmelt across the state and expecting to warmer weather consistently going forward, so also expecting increase in flows.

III. SWP WATER SUPPLY OBJECTIVES UPDATE

- a. Ten water supply objectives, split into three levels of priority.

- i. E.g., Water Supply and Operations Improvements (Priority 1), Delta Plan (Priority 2), SWP Delivery Capability (Priority 3)
- b. SWC working monthly to push forward Delta Conveyance Plan contract amendment and collaborate with state and stakeholders.
 - i. Drafts of environmental documents being released for review, permitting/regulatory process going forward.
 - ii. Focus in the Delta currently is on restoration, SWC wants to ensure that water supply is kept at the forefront.
- c. Bay Delta Water Quality Control Plan
 - i. MOUs being entered into, supplementary science being done and evaluated to support VAs (voluntary agreements).
- d. SWC is engaging with DWR and SWP operators on drought planning for water year 2023.
- e. Need another IOP this year.

IV. GENERAL MANAGER'S REPORT

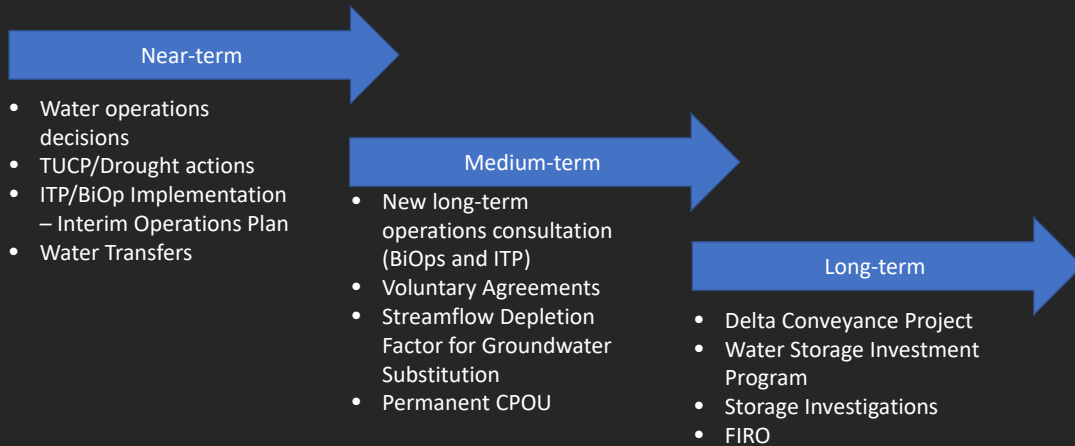
- a. SWC's May meeting will be its annual meeting where class representatives and then officers are selected.
- b. Planning Oroville tour in Fall 2023 and Delta field division tour in Spring 2024.
- c. Congratulations to new GMs (e.g., Allison Febbo at Westlands Water District, Adnan Anabtawi at Mojave Water Agency).



FY 2022-23 Water Supply Objectives

Priority I	Priority II	Priority III
<ul style="list-style-type: none"> • Water Supply and Operations Improvements • Delta Conveyance Technical/Policy Support • Delta Conveyance Permitting • Update to Bay Delta Water Quality Control Plan • Drought Planning 	<ul style="list-style-type: none"> • Delta Plan • Facilitate Water Transfers • Water Operations Evaluation • Water Storage Investigation Program 	<ul style="list-style-type: none"> • SWP Delivery Capability

Improve Reliability, Minimize Impacts, Reduce Risks



3

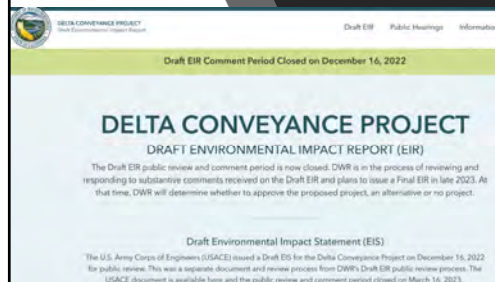
Delta Conveyance Technical/Policy Support

- Participate in DCP technical and policy discussions with DWR
- Regular monthly updates to keep the participants apprised of the DCP activities
- Support and facilitate SWC discussions to advance the DCP Contract Amendment



4

Delta Conveyance Permitting

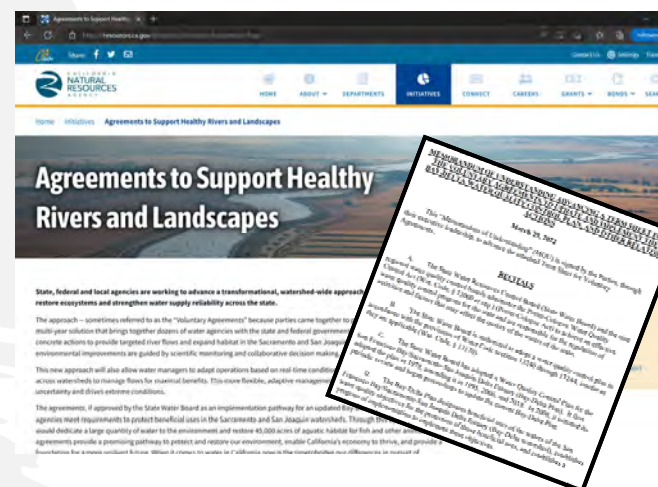


- Release of Draft EIR and Draft EIS
- Day-to-day engagement with DWR on environmental planning and permitting
 - CEQA
 - Operations Criteria Refinement
 - Modeling Refinement
 - Permitting
 - ESA, CESA
 - Water Right Change (CPOD)
 - Other (404, 408 etc.)
 - Delta Plan Early Consultation
 - Community Benefits Program
- Discussions with upstream and Delta Water Users

5

Bay Delta Water Quality Control Plan Update

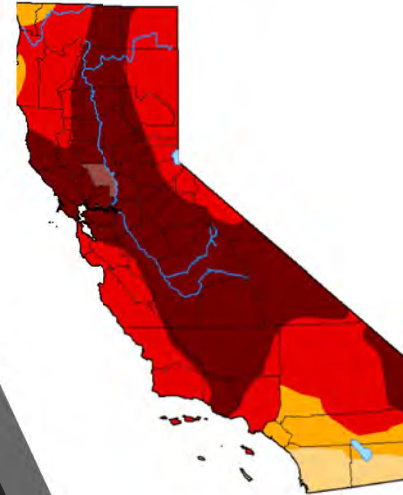
- Voluntary Agreements (VAs) MOU
- Development of governance, science plan and other agreements for implementation of VAs
- Supplemental Scientific Basis Report for VAs
- SWRCB evaluation of VAs as an Alternative in the Phase II environmental analysis



6

Drought Planning

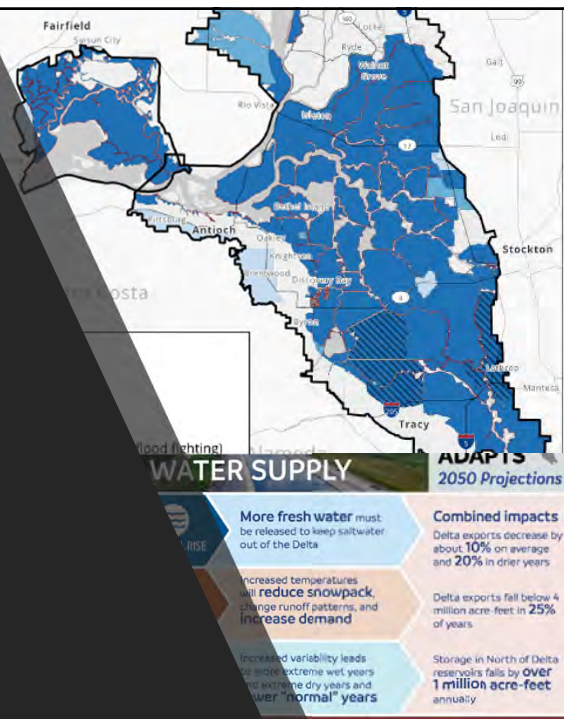
- Engage with DWR management and SWP operators on drought planning for WY 2023
- Support DWR on TUCP requests
- Close tracking of water operations, water allocation studies and exchange capabilities
- Engage with Delta watermaster and State Board on potential illegal diversions
- Review and feedback on State Board's Water Unavailability Methodology and Curtailments
- Work with DWR to obtain funding for drought projects



7

Delta Plan

- Delta Science Program Salinity Management Workshops
- Delta Adapts
 - Two phases:
 - Climate Change Vulnerability Assessment
 - Adaptation Plan
 - Review and feedback on the Draft Vulnerability Assessment
 - Engaging with DSC staff on the strategies for Adaptation Plan



Facilitate Water Transfers

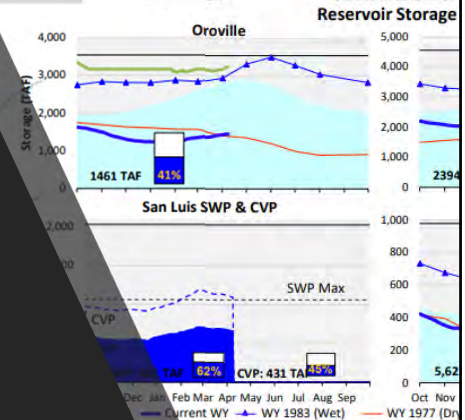
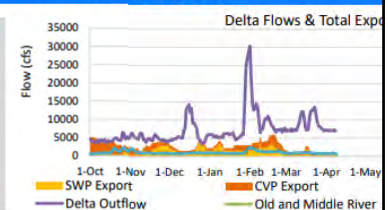
- Continue facilitating Dry Year Transfer Program (SWC DYTP)
- WY 2022
 - Lower Yuba Accord
 - ~31 TAF C4 water for SWP at \$800/af
 - ~5 TAF C1 water for SWP at \$447/af
 - SWC DYTP
 - 5 Sellers
 - 9 Participants
 - ~14 TAF – only groundwater substitution
 - Price agreed at \$800/af
- Discussions on continuation of SWC DYTP for WY 2023 and beyond
- Participating in discussions on stream water depletion factor

Source: DWR

Water Operations

- Water Operations Committee
- Monthly operations updates
- BiOp and ITP implementation, impacts, lawsuits
- Feedback on real-time decision making
- Tracking current and forecasted operations
- Water Operations Dashboard
- Drought planning
- Track projects that may affect SWP
- Track SWRCB activities – curtailments, TUCPs etc.
- Interim Operations Plan/Reconsultation

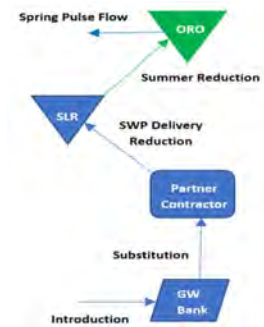
Project Operations



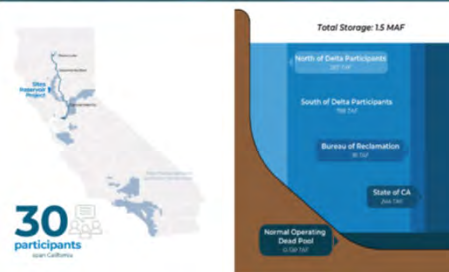
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Water Storage Investigation Program

- Coordinate with DWR management and SWP operators on the WSIP projects
- Provide technical and policy input
- Review operations concepts and agreements
- Work with DWR on the cumulative effects of the WSIP projects
- Keep SWC members apprised through bi-weekly coordination meetings



What is the Sites Project?



11

SWP Delivery Capability



- Coordination and feedback to DWR on the final 2021 Delivery Capability Report (DCR)
- Working with DWR and SWC member agency staff on improvements to 2023 DCR
- Discussions on reporting delivery capability under future conditions
 - Range of climate change futures to support risk-informed decisions

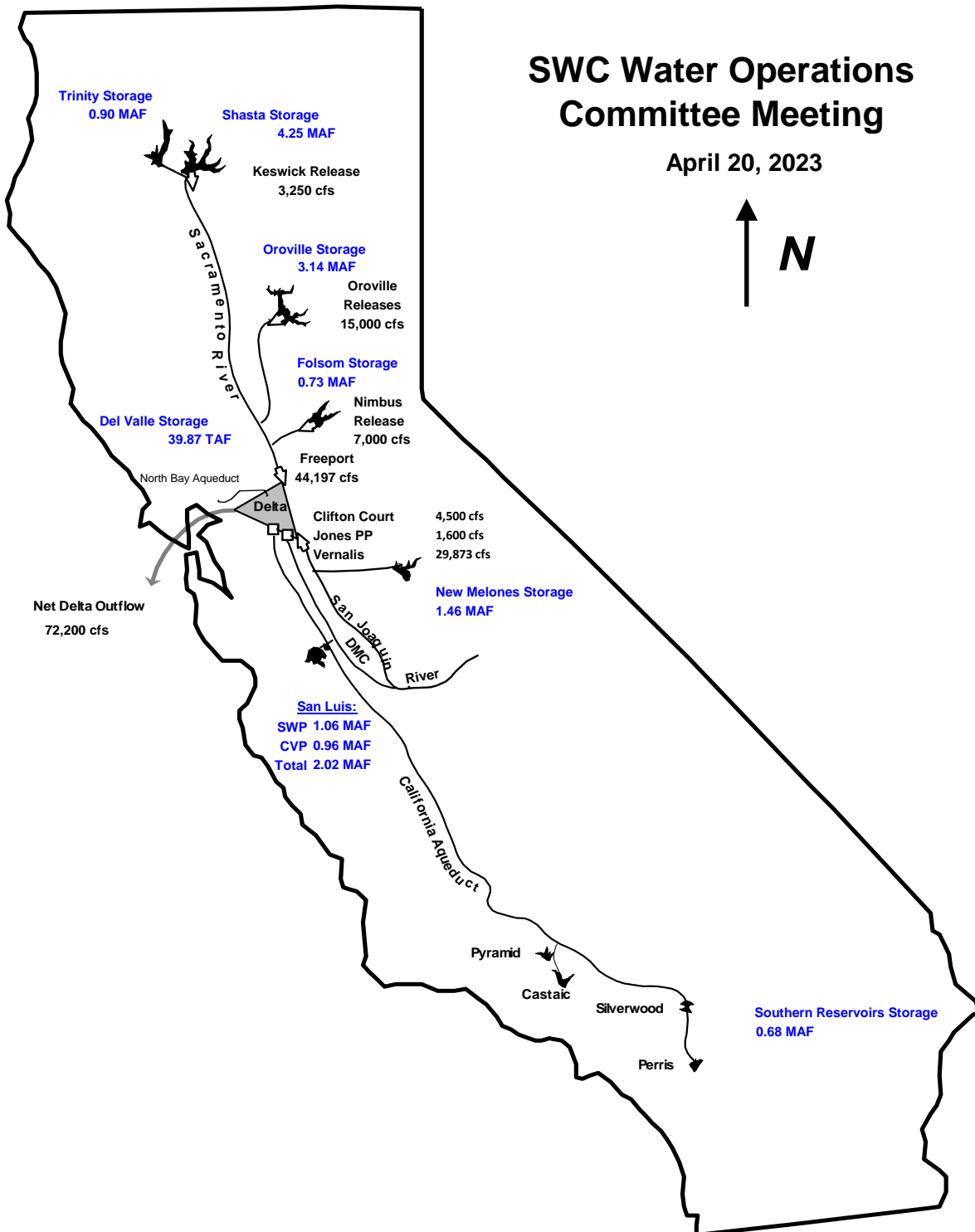
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SWC FY 2022-23 Water Supply Objectives

Water Supply			
Update to the Bay-Delta Water Quality Control Plan	Participate in Voluntary Agreement development and discussions, and in related activities. Support governance and science basis analyses.	●	Pierre
Delta Plan	Coordinate with DSC staff and council, and DWR to develop appropriate Delta Plan compliance approaches and ensure any revisions to the Delta Plan are consistent with SWC planning and operations.	●	Pierre
Facilitate Water Transfers	Work with DWR and potential sellers in the Sacramento Valley to implement dry year transfers when conditions warrant. Work with DWR to maximize the use of the new water management tools.	●	Chilmakuri/ Bahia
Water Supply and Operations Improvements	Work towards defining flexible CESA, ESA requirements, if possible, as part of the upcoming reconsultation on the CVP-SWP long-term operations. Identify potential risks to SWP and develop strategies to minimize the exposure.	●	Chilmakuri
Delta Conveyance Technical/Policy Support	Provide technical and policy support to SWC members (DCP participants) on benefits and permitting.	●	Chilmakuri
Delta Conveyance Permitting	Support development of necessary permits and environmental documentation related to the Delta Conveyance Facility	●	Chilmakuri
Water Operations Evaluation	Facilitate discussion and information exchange between SWC members and DWR on current and forecasted SWP water supply operations, included water supply allocations and Oroville and San Luis Reservoir operations. Promote integrated decision making with DWR on issues affecting near-term and long-term SWP water supply operations. Develop documentation for ongoing Delta water supply operations including supply changes from regulatory actions.	●	Chilmakuri
Water Storage Investigation Program	Provide technical and policy input on development and potential implementation of WSIP projects that affect or involve SWP water supply operations.	●	Chilmakuri
SWP Delivery Capability	Coordination and interpretation of technical information related to SWP Delivery Capability	○	Chilmakuri
Drought Planning	Given the dire hydrologic conditions for the last two consecutive years, help with the SWP drought planning and keeping SWC members apprised frequently. <ul style="list-style-type: none"> • Work with DWR staff and members to identify and implement near-term Delta and/or upstream operations strategies to minimize impacts to SWP water supply. • Work with DWR staff and SWC members to plan for a potentially dry WY 2023. • Track development of updated forecast modeling. • Track and participate in SWRCB activities. 	●	Chilmakuri
● Priority I (Highest Priority) Objectives ● Priority II (High Priority) Objectives ○ Priority III (Medium Priority) Objectives			

SWC Water Operations Committee Meeting

April 20, 2023

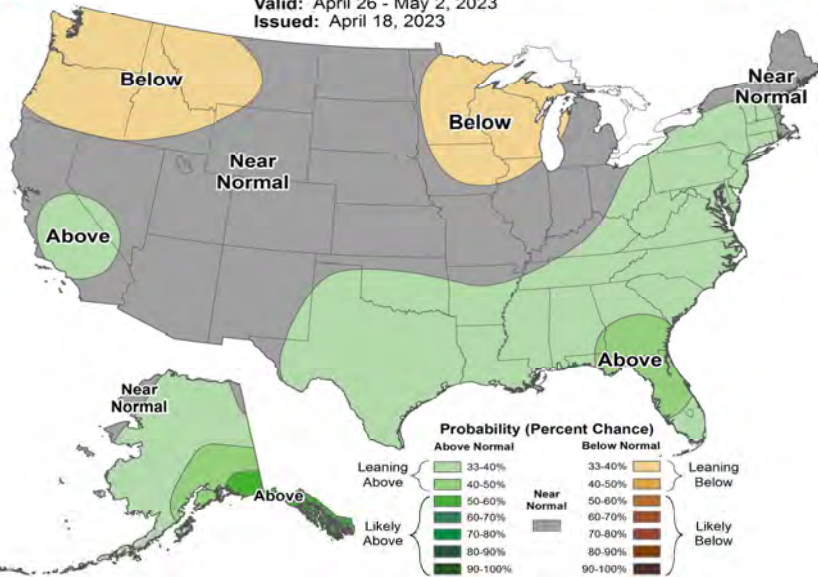


Precipitation Outlooks



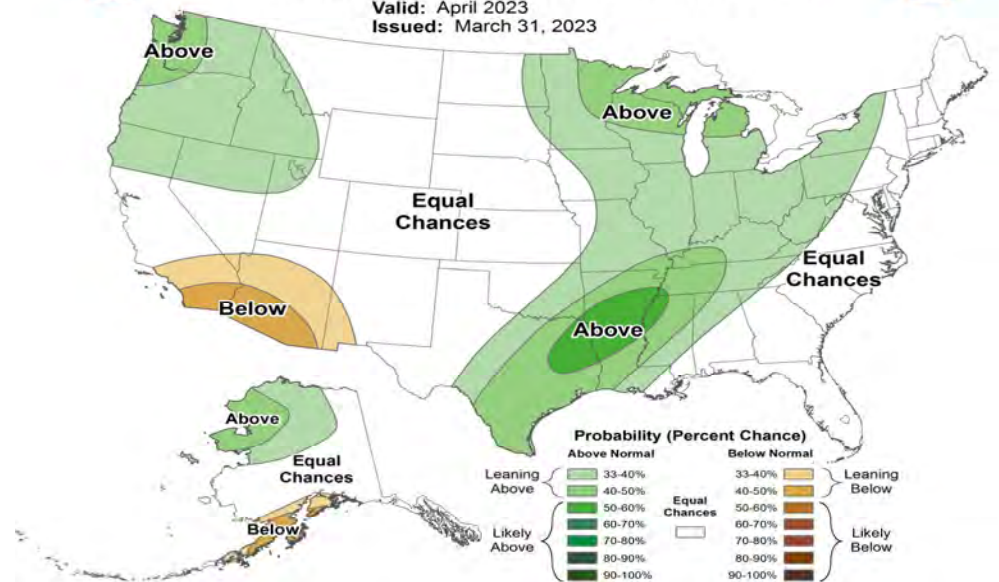
8-14 Day Precipitation Outlook

Valid: April 26 - May 2, 2023
Issued: April 18, 2023



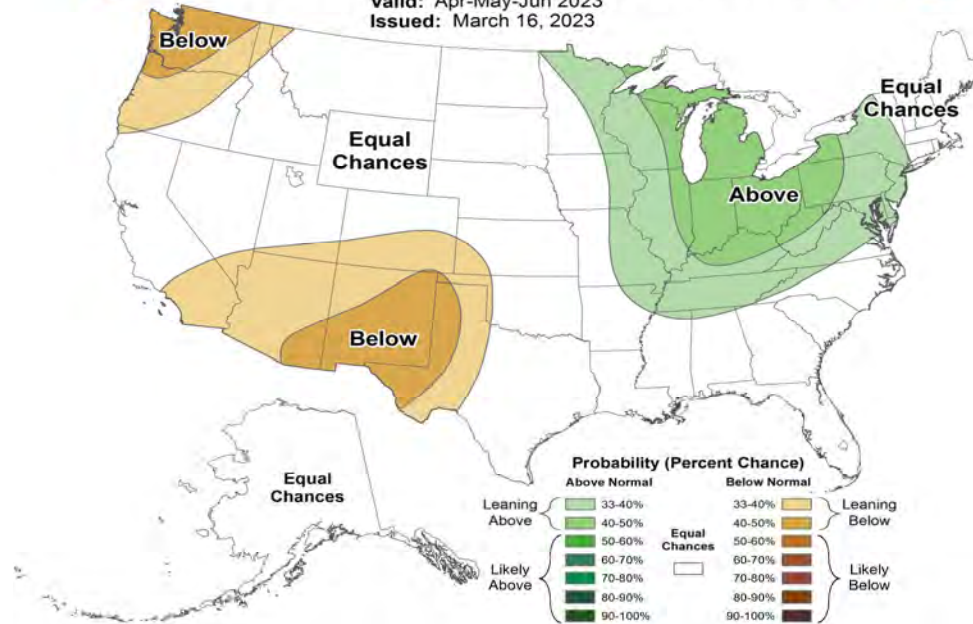
Monthly Precipitation Outlook

Valid: April 2023
Issued: March 31, 2023



Seasonal Precipitation Outlook

Valid: Apr-May-Jun 2023
Issued: March 16, 2023

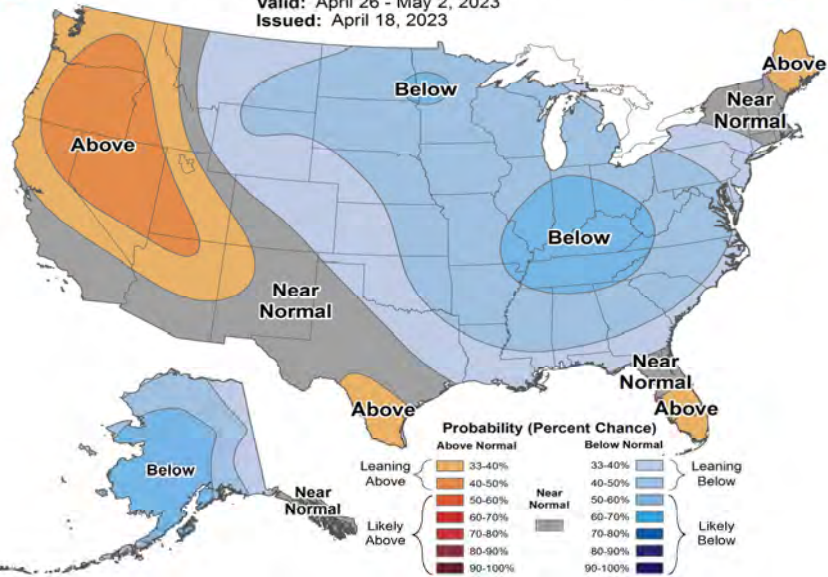


Temperature Outlooks



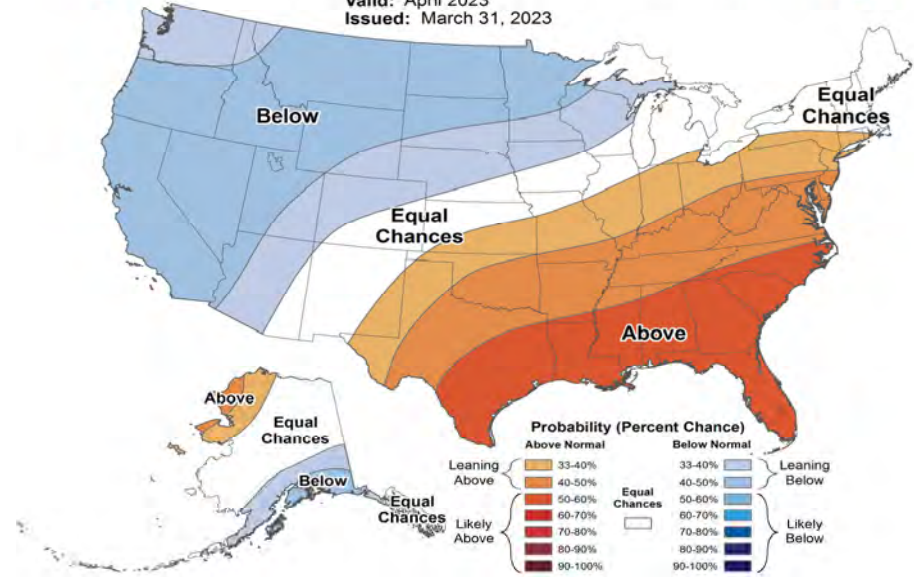
8-14 Day Temperature Outlook

Valid: April 26 - May 2, 2023
Issued: April 18, 2023



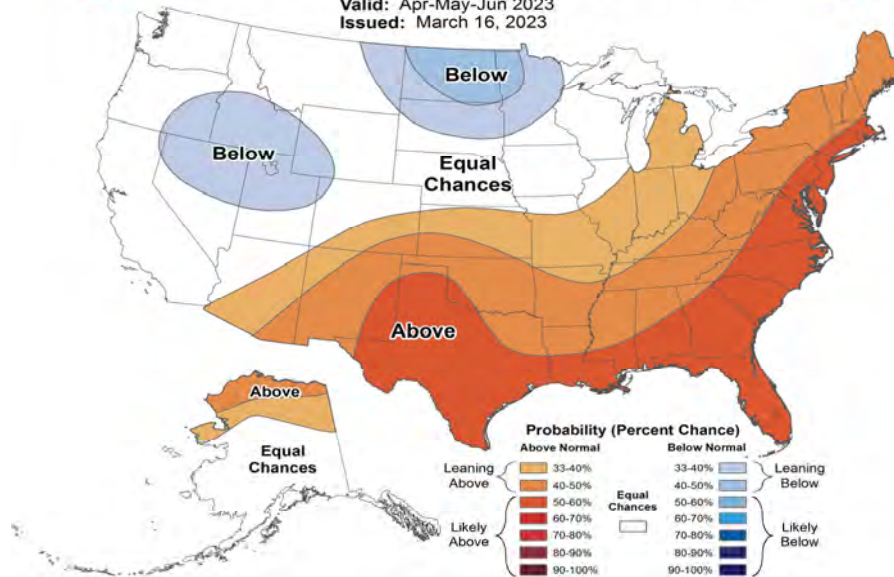
Monthly Temperature Outlook

Valid: April 2023
Issued: March 31, 2023



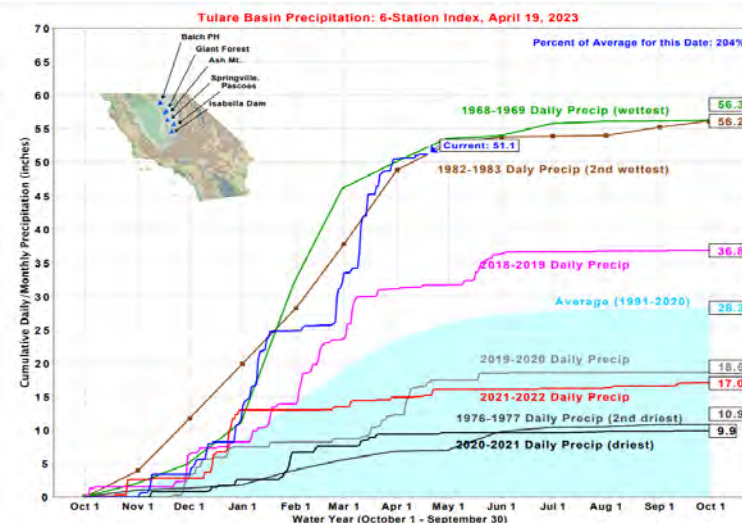
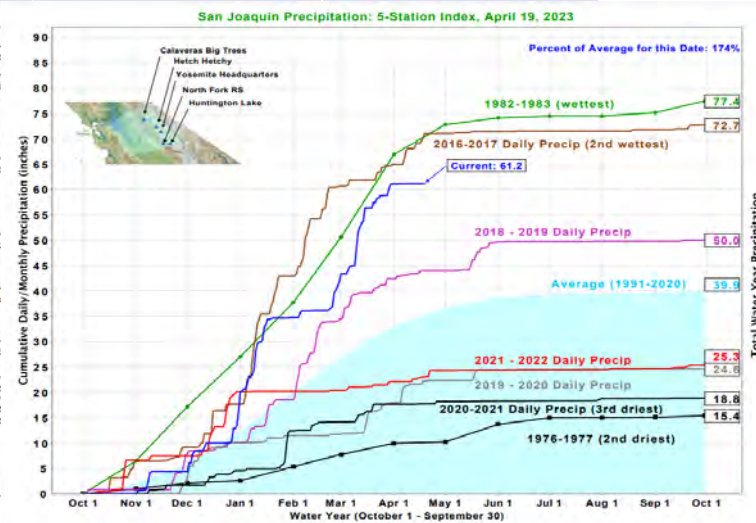
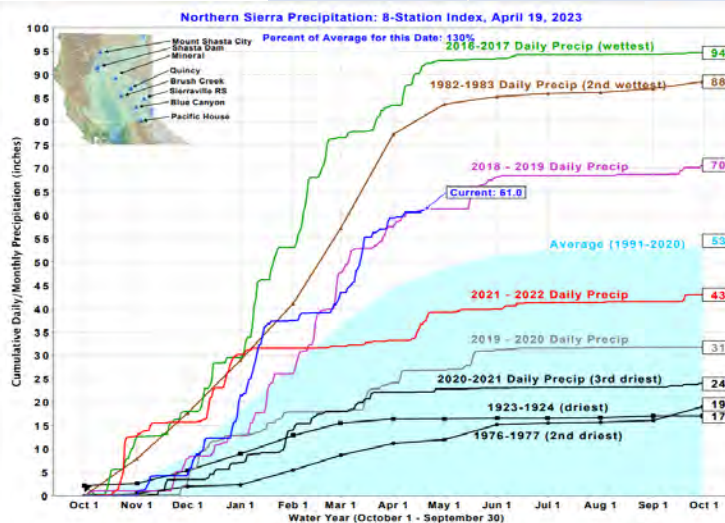
Seasonal Temperature Outlook

Valid: Apr-May-Jun 2023
Issued: March 16, 2023

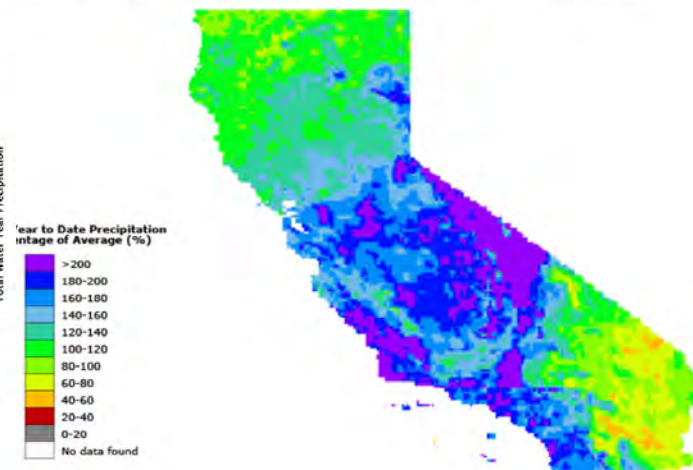


Statewide Precipitation Conditions as of 04/19/2023

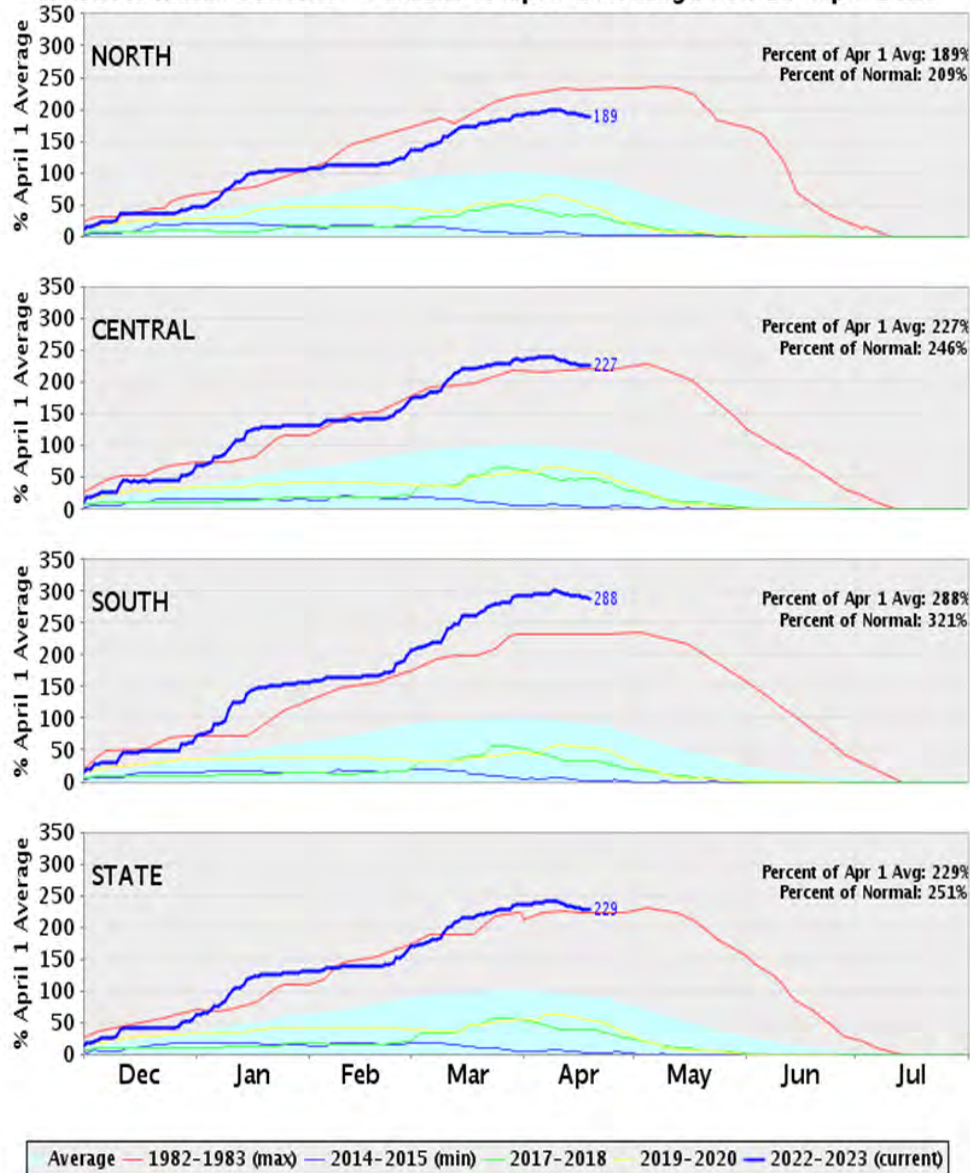
	Northern Sierra 8-Station Index inches (%)	San Joaquin 5-Station Index inches (%)	Tulare Lake 6-Station Index inches (%)
October	0.0" (0%)	0.0" (0%)	0.0" (0%)
November	4.7" (88%)	4.4" (122%)	3.4" (130%)
December	16.7" (167%)	15.7" (241%)	10.1" (219%)
January	16.1" (176%)	14.6" (189%)	11.3" (205%)
February	6.0" (67%)	8.7" (126%)	8.6" (168%)
March	11.7" (144%)	17.7" (280%)	17.1" (380%)
April	1.6" (37%)	0.1" (2%)	0.1" (4%)
Season-to-Date	61.0" (129%)	61.2" (173%)	51.1" (204%)
WY Average	53.2" (114%)	40.0" (153%)	28.3" (178%)



Water Year to Date Precipitation Percentage of Average (%) - 04/17/2023



CA Snow Water Content - Percent of April 1 Average For: 19-Apr-2023



CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of April 18, 2023	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	56.3
Percent of April 1 Average (%)	189
Percent of normal for this date (%)	207

CENTRAL	
Data as of April 18, 2023	
Number of Stations Reporting	40
Average snow water equivalent (Inches)	58.0
Percent of April 1 Average (%)	226
Percent of normal for this date (%)	243

SOUTH	
Data as of April 18, 2023	
Number of Stations Reporting	25
Average snow water equivalent (Inches)	60.7
Percent of April 1 Average (%)	289
Percent of normal for this date (%)	318

STATE	
Data as of April 18, 2023	
Number of Stations Reporting	89
Average snow water equivalent (Inches)	58.3
Percent of April 1 Average (%)	229
Percent of normal for this date (%)	249

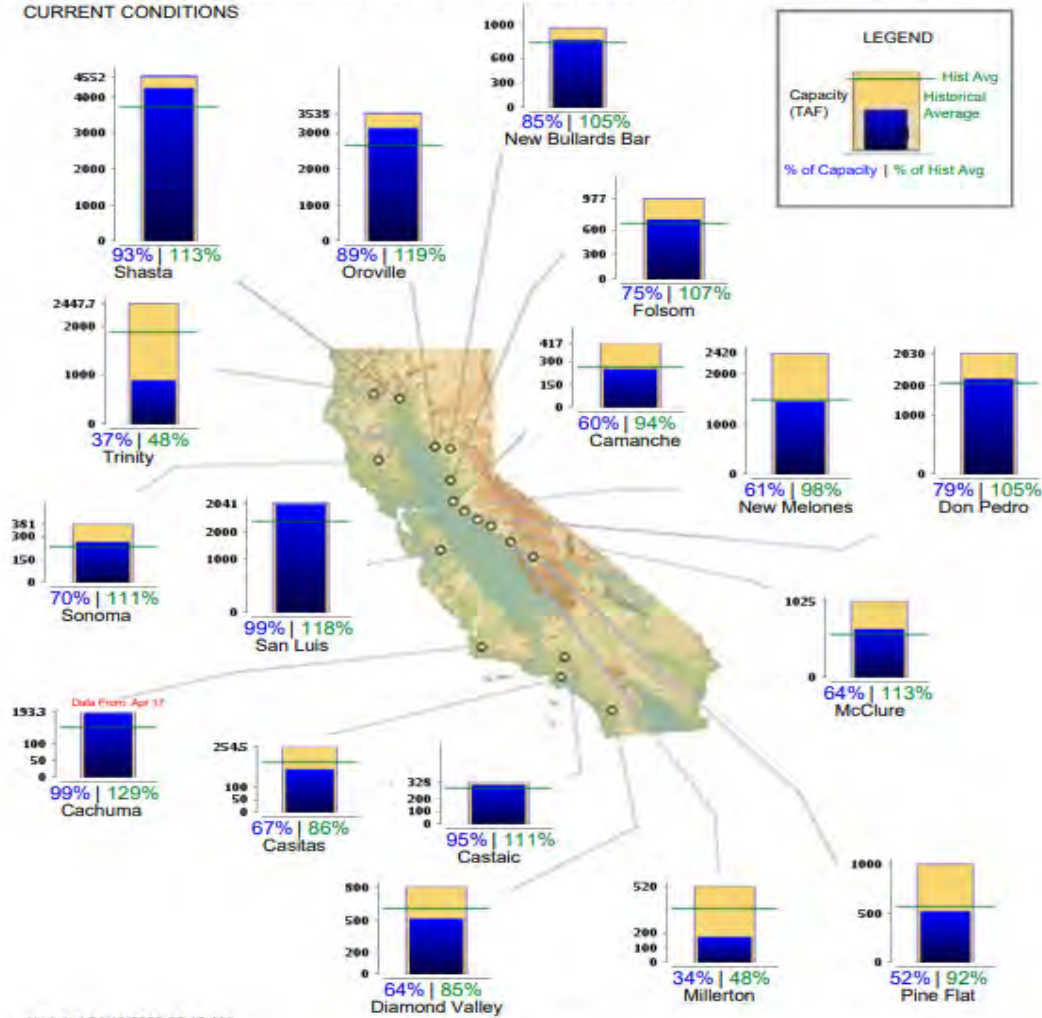
Statewide Average: 229% / 249%



CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS CURRENT CONDITIONS

Midnight - April 18, 2023



Updated 04/19/2023 09:18 AM

	Storage (TAF)	% Average
Shasta	4,247.4	113%
Oroville	3,144.3	119%
Folsom	728.4	107%
San Luis	2,023.3	118%

SWP 7-Day Water Quality Summary Report - CA Aqueduct (North)

For 4/10/2023 to 4/17/2023

This water quality report is produced by the Department of Water Resources, Division of Operations and Maintenance, Water Quality Section.

To view WQ data from the automated stations along the SWP, visit:
<http://cdec.water.ca.gov/> and search for the station codes shown in parentheses.

I. Summary

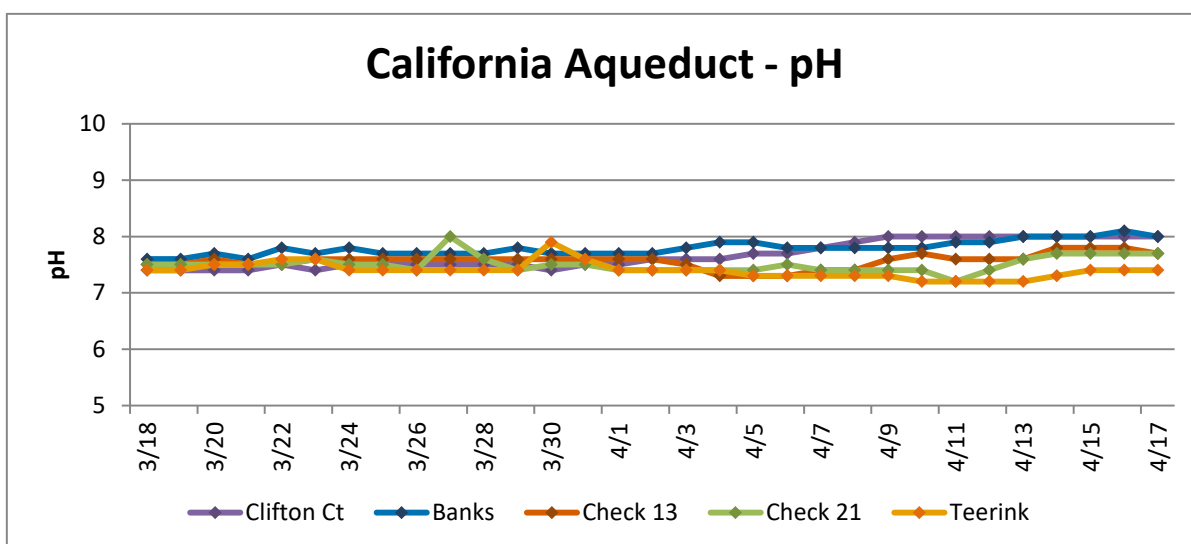
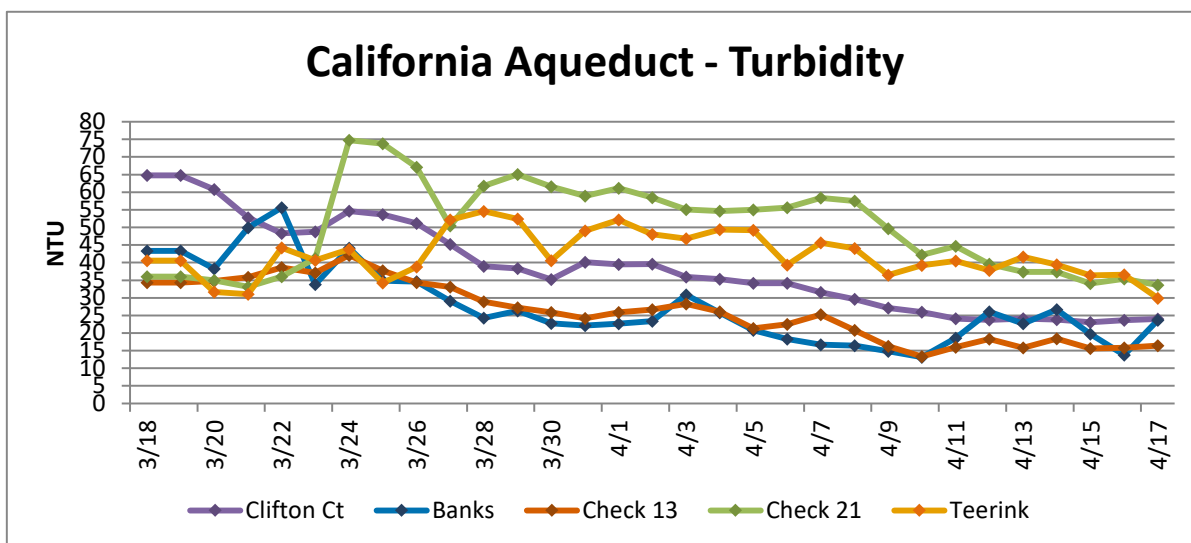
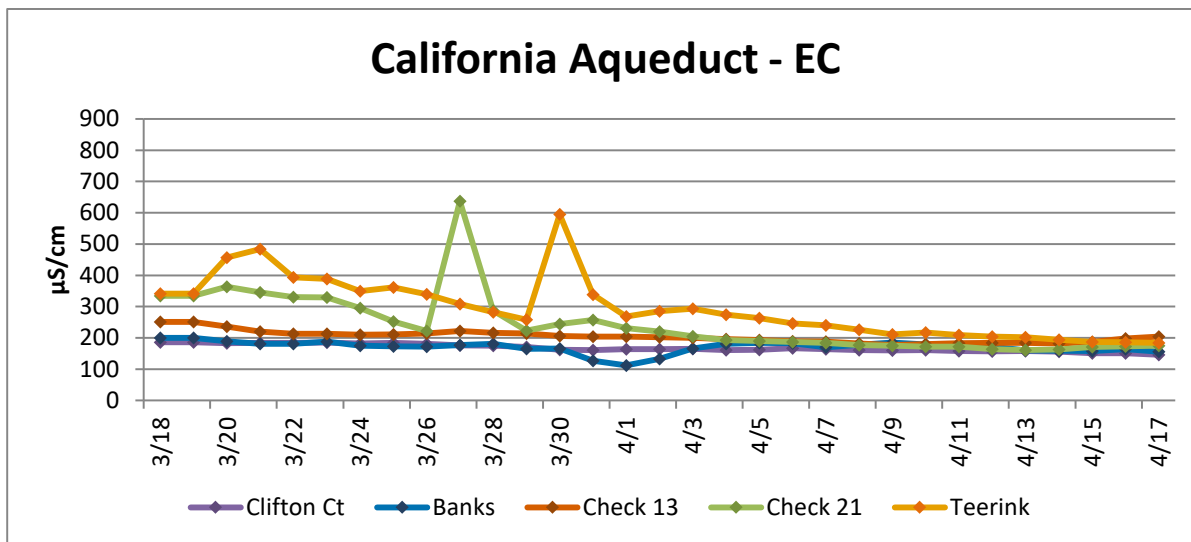
California Aqueduct	4/10/2023	4/17/2023	% Change	7-day Average	Multi-Year 3 Month Average ¹
Clifton Court (CLC)					
Salinity (EC), µS/cm	161	146	-9	152	408
Temperature, °C	15.7	15.6	<1	15.6	17.4
Turbidity, NTU	25.9	24.0	-7	23.3	13.3
pH	8.0	8.0	<1	8.0	7.7
Banks Pumping Plant (HBP)					
Salinity (EC), µS/cm	179	156	-13	161	410
Temperature, °C	15.7	15.1	-4	14.7	17.1
Turbidity, NTU	13.2	23.6	+80	21.9	10.3
pH	7.8	8.0	+3	8.0	7.9
O'Neill Forebay Outlet (C13)					
Salinity (EC), µS/cm	180	204	+13	189	475
Temperature, °C	17.0	16.1	-5	16.2	16.6
Turbidity, NTU	13.3	16.5	+24	16.3	6.9
pH	7.7	7.7	<1	7.6	8.2
Check 21 (C21)					
Salinity (EC), µS/cm	172	175	+2	167	499
Temperature, °C	15.8	17.3	+9	16.9	18.1
Turbidity, NTU	42.2	33.6	-20.0	36.2	5.8
pH	7.4	7.7	+4	7.6	8.2
Teerink Pumping Plant (TEE)					
Salinity (EC), µS/cm	217	184	-15	193	357
Temperature, °C	16.8	18.2	+8	17.9	20.4
Turbidity, NTU	39.2	29.9	-24	36.7	6.0
pH	7.2	7.4	+3	7.3	7.7

m' indicates missing data. '---' indicates 'not applicable'. All data are preliminary and subject to revision without notice.

¹ Average for 1 month before to 1 month after this month for all years since 2010 (or earliest data for new stations).

II. Notes (updated on 4/18/2023)

III. 30-Day Charts for Selected Sites:



SWP 7-Day Water Quality Summary Report - CA Aqueduct (South)

For 4/10/2023 to 4/17/2023

This water quality report is produced by the Department of Water Resources, Division of Operations and Maintenance, Water Quality Section.

To view WQ data from the automated stations along the SWP, visit: <http://cdec.water.ca.gov/> and search for the station codes shown in parentheses.

I. Summary

California Aqueduct	4/10/2023	4/17/2023	% Change	7-day Average	Multi-Year 3 Month Average ¹
Check 41 (C41)					
Salinity (EC), µS/cm	138	147	+7	150	427
Temperature, °C	22.5	14.8	-34	14.3	19.7
Turbidity, NTU	6.8	7.4	+8	7.0	10.8
pH	7.4	7.2	-3	7.1	8.3
Castaic Lake (CSO)					
Salinity (EC), µS/cm	526	523	<1	521	468
Temperature, °C	12.7	12.7	<1	12.5	14.5
Turbidity, NTU	11.9	10.7	-10	11.0	1.7
pH	8.2	8.1	-1	8.1	7.9
Check 66 (C66)					
Salinity (EC), µS/cm	221	188	-15	202	430
Temperature, °C	18.8	18.9	<1	18.3	17.3
Turbidity, NTU	59.3	55.4	-7	57.2	11.3
Devil Canyon 2nd Afterbay (DC2)					
Salinity (EC), µS/cm	327	301	-8	308	457
Temperature, °C	13.2	15.0	+14	14.3	15.8
Turbidity, NTU	see note	see note	see note	see note	4.5
pH	7.6	7.7	+1	7.6	8.4

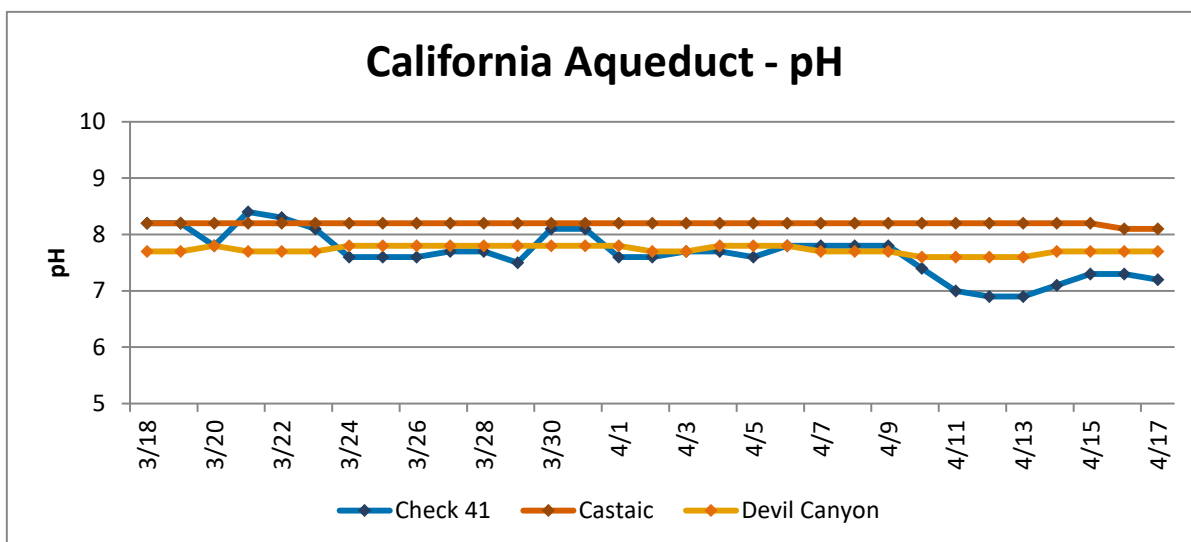
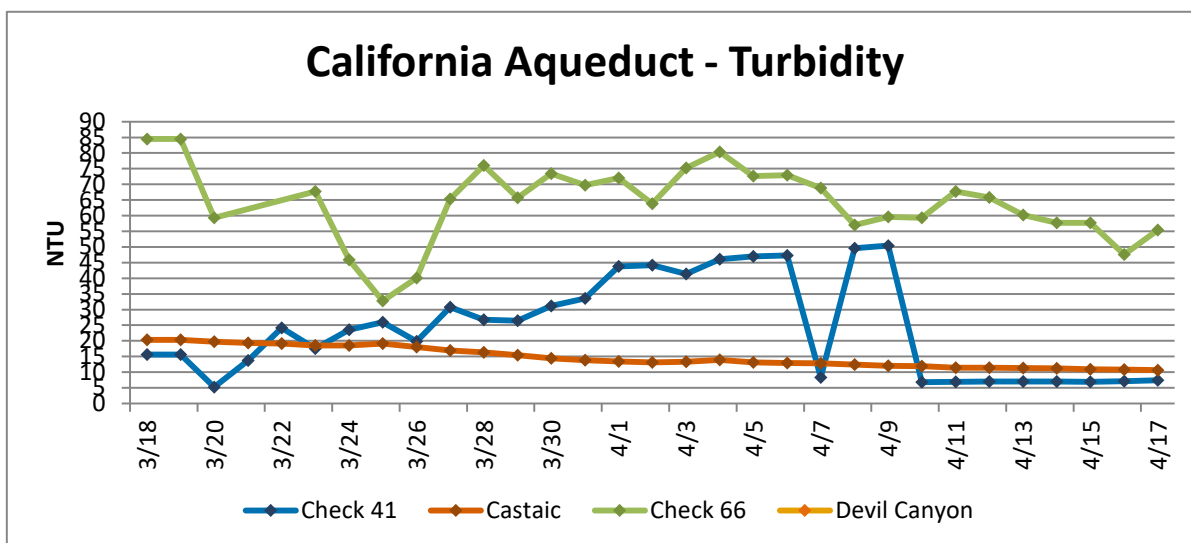
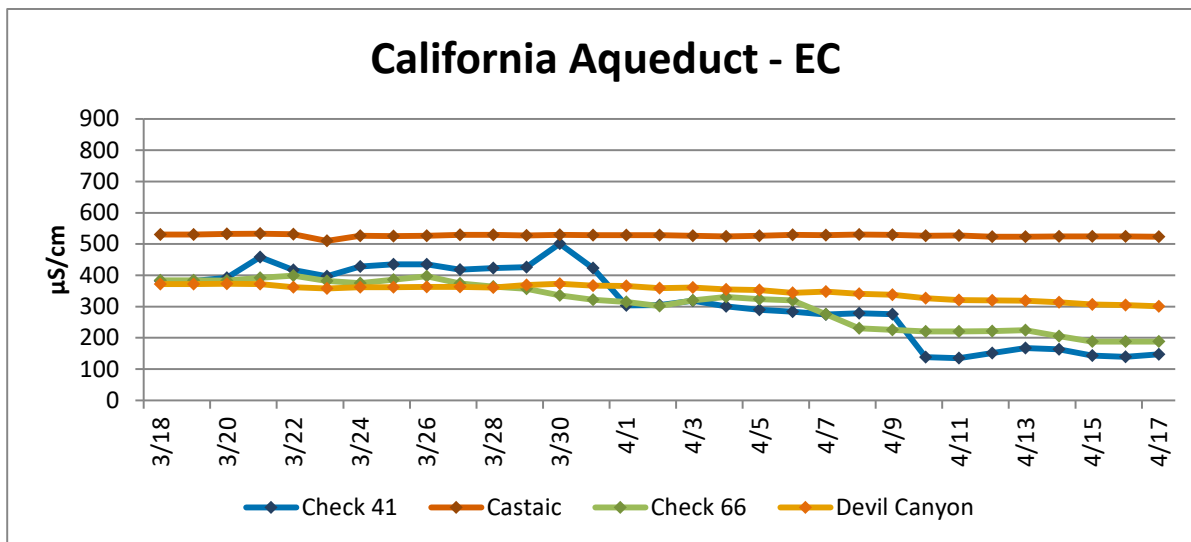
m' indicates missing data. '---' indicates 'not applicable'. All data are preliminary and subject to revision without notice.

¹Average for 1 month before to 1 month after this month for all years since 2010 (or earliest data for new stations).

II. Notes (updated on 4/18/2023)

DC2: Turbidimeter is down.

III. 30-Day Charts for Selected Sites:



SWP 7-Day Water Quality Summary Report - North Bay Aqueduct

For 4/10/2023 to 4/17/2023

This water quality report is produced by the Department of Water Resources, Division of Operations and Maintenance, Water Quality Section.

To view WQ data from the automated stations along the SWP, visit: <http://cdec.water.ca.gov/> and search for the station codes shown in parentheses.

I. Summary

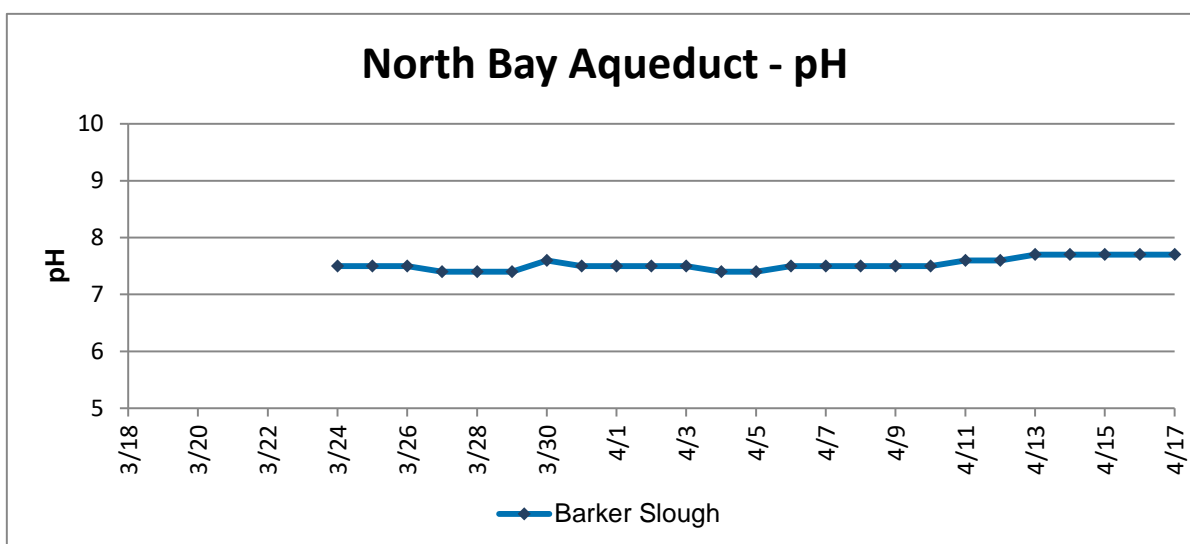
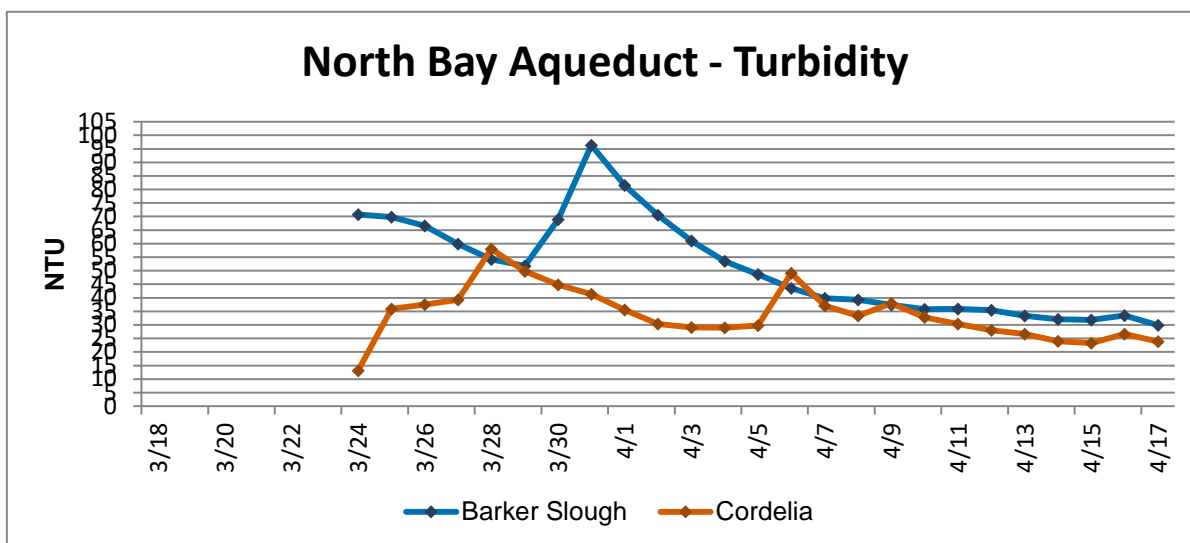
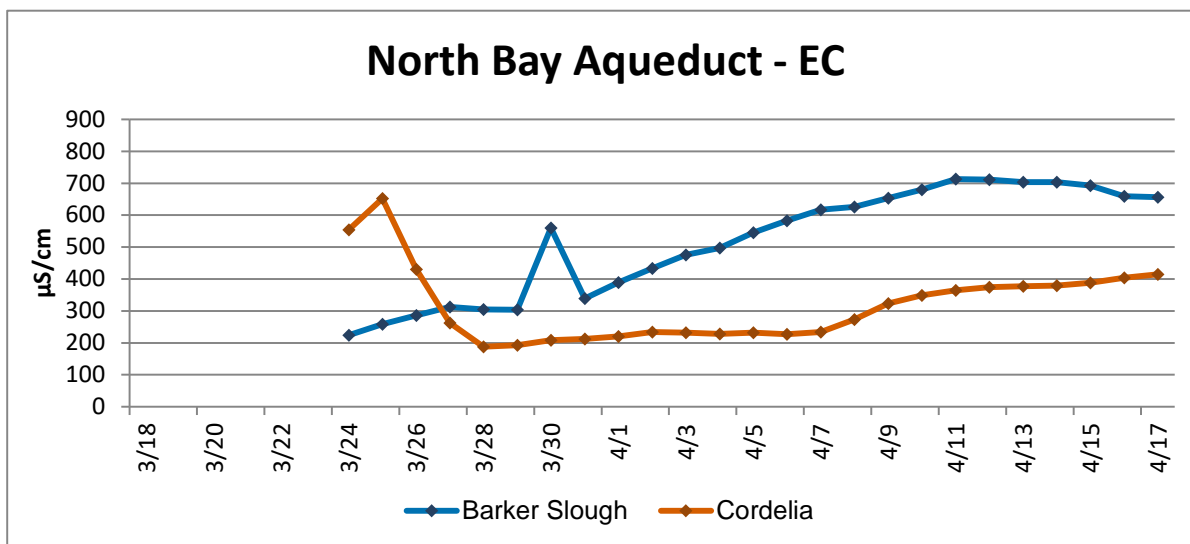
North Bay Aqueduct	4/10/2023	4/17/2023	% Change	7-day Average	Multi-Year 3 Month Average ¹
Barker Slough Pumping Plant (BKS)					
Salinity (EC), µS/cm	680	656	-4	685	416
Temperature, °C	15.9	14.7	-8	15.2	17.2
Turbidity, NTU	35.8	29.9	-16	32.4	28.9
pH	7.5	7.7	+3	7.6	7.7
Cordelia Pumping Plant (CPP)					
Salinity (EC), µS/cm	349	415	+19	387	409
Temperature, °C	13.6	14.9	+10	14.5	17.0
Turbidity, NTU	32.8	23.9	-27	25.3	21.6

m' indicates missing data. '---' indicates 'not applicable'. All data are preliminary and subject to revision without notice.

¹Average for 1 month before to 1 month after this month for all years since 2010 (or earliest data for new stations).

II. Notes (updated on 4/18/2023)

III. 30-Day Charts for Selected Sites:



SWP 7-Day Water Quality Summary Report – South Bay Aqueduct

For 4/10/2023 to 4/17/2023

This water quality report is produced by the Department of Water Resources, Division of Operations and Maintenance, Water Quality Section.

To view WQ data from the automated stations along the SWP, visit: <http://cdec.water.ca.gov/> and search for the station codes shown in parentheses.

I. Summary

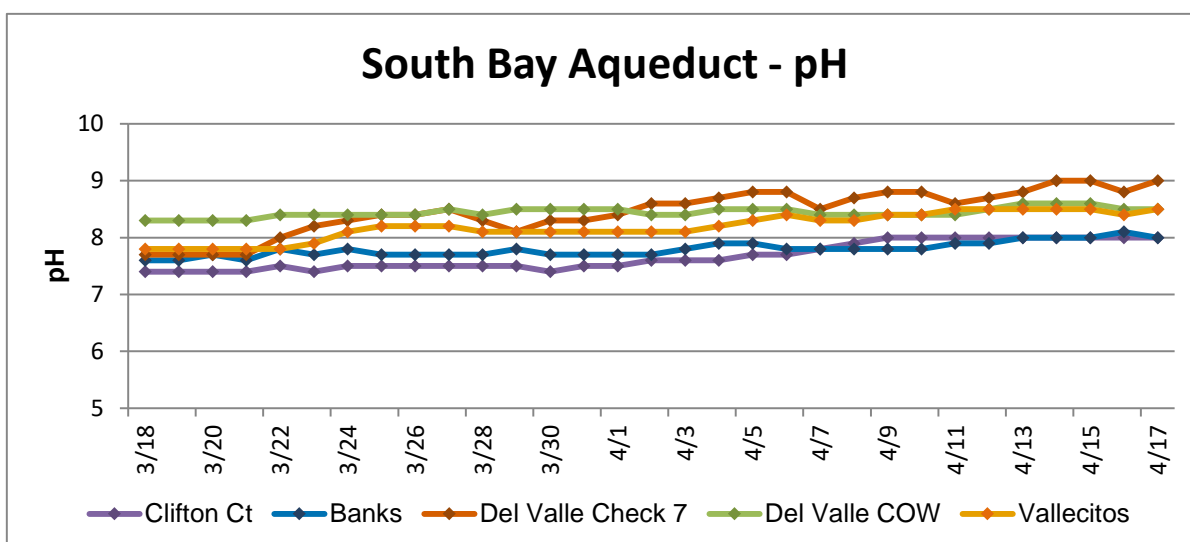
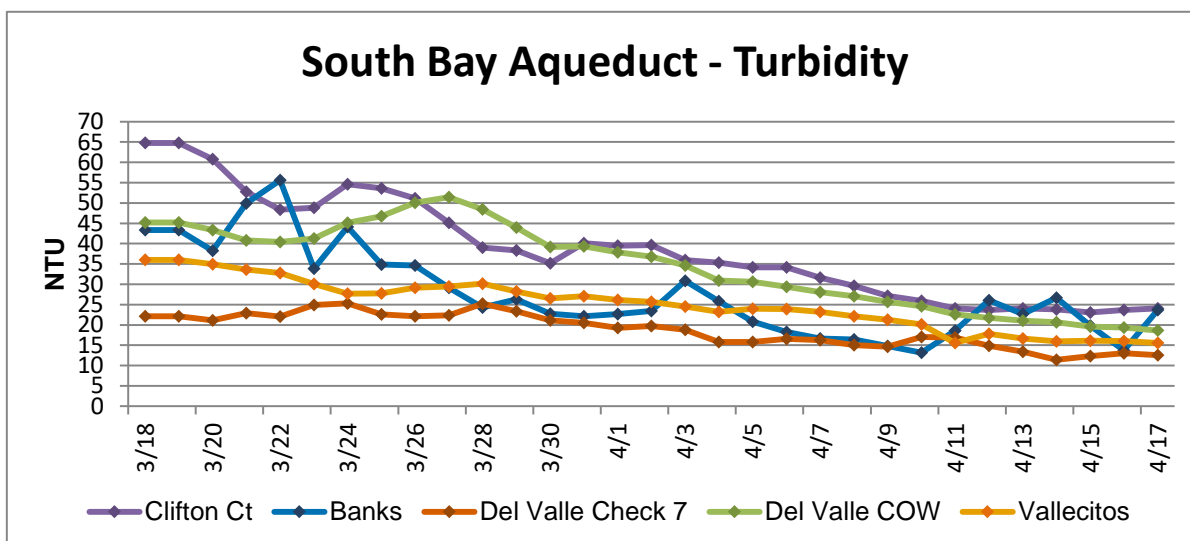
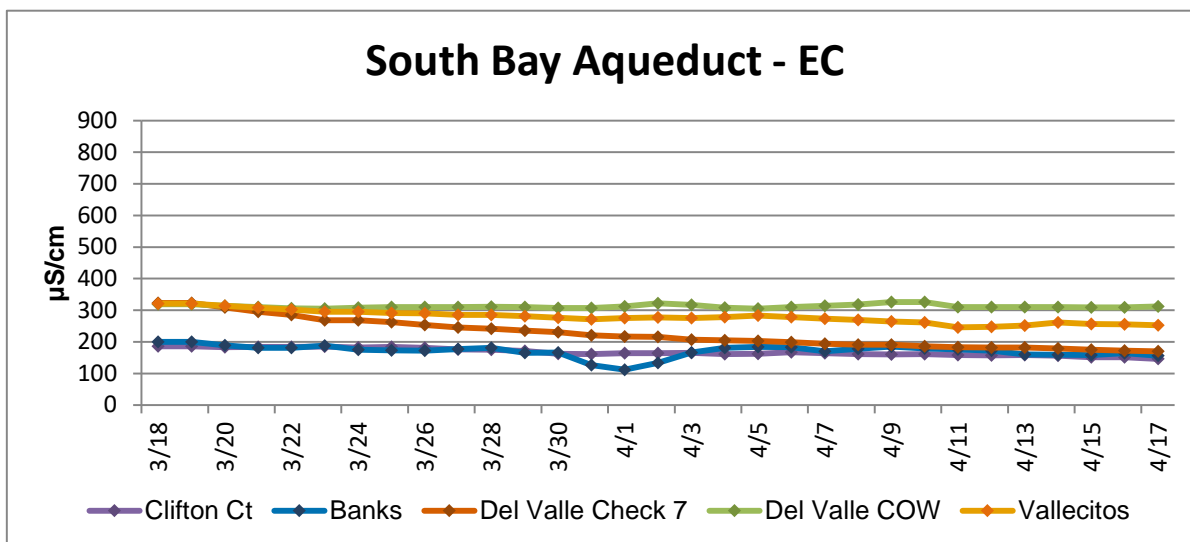
South Bay Aqueduct	4/10/2023	4/17/2023	% Change	7-day Average	Multi-Year 3 Month Average ¹
Clifton Court (CLC)					
Salinity (EC), µS/cm	161	146	-9	152	408
Temperature, °C	15.7	15.6	<1	15.6	17.4
Turbidity, NTU	25.9	24.0	-7	23.3	13.3
pH	8.0	8.0	<1	8.0	7.7
Banks Pumping Plant (HBP)					
Salinity (EC), µS/cm	179	156	-13	161	410
Temperature, °C	15.7	15.1	-4	14.7	17.1
Turbidity, NTU	13.2	23.6	+80	21.9	10.3
pH	7.8	8.0	+3	8.0	7.9
Del Valle Check 7 (DV7)					
Salinity (EC), µS/cm	186	170	-9	176	417
Temperature, °C	16.6	14.9	-10	15.2	16.8
Turbidity, NTU	17.0	12.5	-26	13.1	10.1
pH	8.8	9.0	+2	8.8	8.5
Del Valle COW (DCO)					
Salinity (EC), µS/cm	326	312	-4	308	431
Temperature, °C	12.3	11.5	-7	11.3	14.2
Turbidity, NTU	24.6	18.6	-24	20.1	15.2
pH	8.4	8.5	+1	8.5	8.1
Vallecitos (VSB)					
Salinity (EC), µS/cm	261	253	-3	252	436
Temperature, °C	13.8	12.9	-7	13.0	16.4
Turbidity, NTU	20.1	15.5	-23	16.5	10.0
pH	8.4	8.5	+1	8.4	8.2

m' indicates missing data. '---' indicates 'not applicable'. All data are preliminary and subject to revision without notice.

¹ Average for 1 month before to 1 month after this month for all years since 2010 (or earliest data for new stations).

II. Notes (updated on 4/18/2023)

III. 30-Day Charts for Selected Sites:



SWP 7-Day Water Quality Summary Report – DOC and Bromide

For 4/10/2023 to 4/17/2023

This water quality report is produced by the Department of Water Resources,
Division of Operations and Maintenance, Water Quality Section.
Using data produced by the DWR, Municipal Water Quality Investigations Section

To view WQ data from the automated stations along the SWP, visit:
<http://cdec.water.ca.gov/> and search for the station codes shown in parentheses.

I. Summary

DOC and Bromide	4/10/2023	4/17/2023	% Change	7-day Average	Multi-Year 3 Month Average ¹
Banks Pumping Plant (HRO)					
DOC	5.0	3.1	-38	3.8	4.6
Bromide	0.03	0.02	-11	0.03	0.2
Gianelli Pumping Plant (ONG)					
DOC	see note	see note	see note	see note	4.1
Bromide	0.06	0.20	+233	0.11	0.2

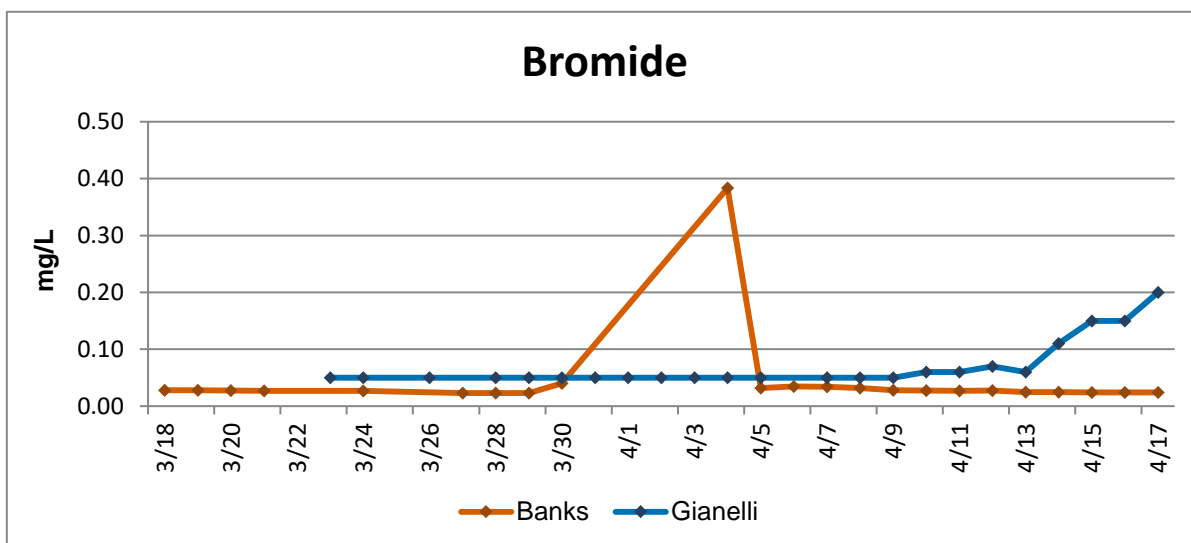
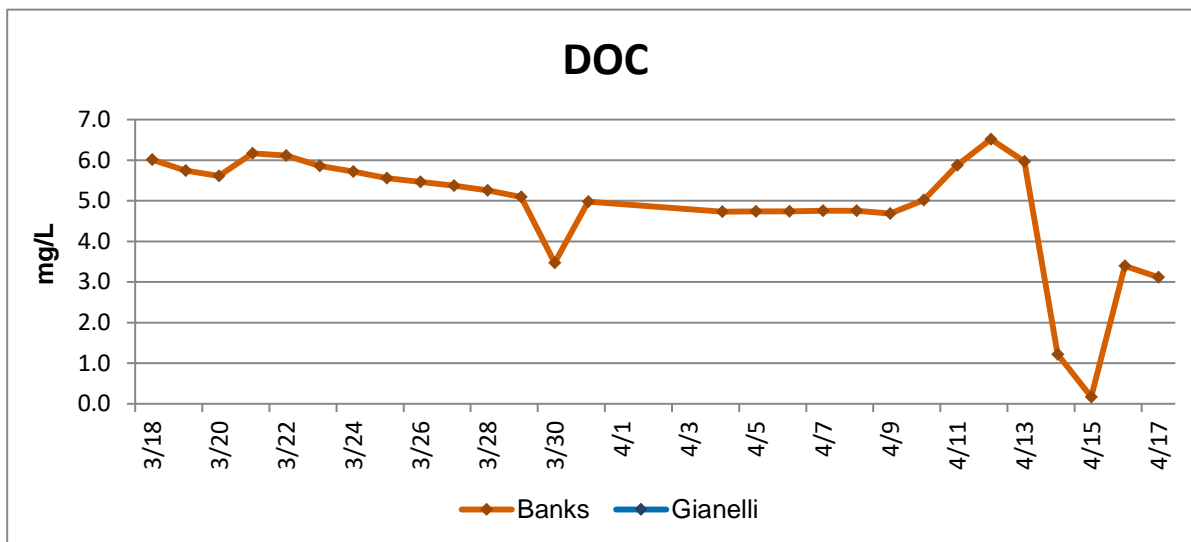
m' indicates missing data. '---' indicates 'not applicable'. All data are preliminary and subject to revision without notice.

¹Average for 1 month before to 1 month after this month for all years since 2010 (or earliest data for new stations).

II. Notes (updated on 4/18/2023)

ONG: the carbon analyzer is currently out of service.

III. 30-Day Charts for Selected Sites:



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

MAY 2, 2023

**RE: REQUEST BOARD ACTION REGARDING CLAIMS FOR DAMAGES
FILED ON BEHALF OF DAVID JERVIS**

Attached for the Board's review are claims submitted on behalf of David Jervis. Both claims are regarding a vehicle accident that occurred on November 15, 2022 involving an Agency vehicle.

The first claim submitted by Walter Clark Legal Group on April 17, 2023 for an unlimited civil case and the other claim submitted by Liberty Mutual on April 18, 2023.

Fiscal Impact:

Unknown at this time.

Legal Review:

Legal Counsel has reviewed this item.

Recommendation:

Staff recommends that the Board of Directors reject these claims and instruct staff to refer the matter to ACWA-JPIA for their handling.

Attachments:

Attachment#1 – Claim filed by Walter Clark Legal Group

Attachment #2 – Claim filed by Liberty Mutual

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT: Desert Water Agency	
1	Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth. <i>Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we MUST have both your Social Security Number and your date of birth.</i>
	Name: David Jervis
	Phone Number: [REDACTED]
	Address(es): C/O Dan C. Bolton Walter Clark Legal Group 71-861 Highway 111, Rancho Mirage, CA 92270
	Social Security No.: [REDACTED]
	Date of Birth: [REDACTED]
	E-mail: dbolton@walterclark.com
2	List name, address, and phone number of any witnesses.
	Name: Eddie Gonzalez, Facility and Safety Officer at DWA
	Address:
	Phone Number:
3	List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.
	Date: 11/15/2022 Time: 11:52 am Place: Palm Springs, CA
	Tell What Happened (give complete information):
	See Attachment A
NOTE: Attach any photographs you may have regarding this claim.	
4	Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.
	See Attachment A
5	Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.
	Jonathon Arredondo
6	The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.
	Unlimited Civil Case
Date: 04/17/2023 Time: Signature: Dan C Bolton	
ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!	

ATTACHMENT A

SPECIFIC DAMAGE OR INJURY DESCRIPTION:

David Jervis ("Claimant") was hurt and injured to his health, strength, and activity, sustaining injury to his body and shock to his nervous system and person, as well a mental and emotional distress, all of which said injuries have caused and continue to cause him great mental and physical pain and suffering. Claimant is informed and believes and thereon alleges, that said injuries will result in some permanent disability.

Claimant was required to, and did employ, and continues to employ, physicians and others for medical care of said injuries, and did incur medical and incidental expenses in an amount according to proof.

Claimant is informed, and thereon alleges, that he will incur further medical and incidental expenses for the care and treatment of said injuries, the amount of which is unknown at this time, all to his further damages in an amount according to proof.

Claimant has also suffered a reduction in his capacity to work, and, as a result, Claimant has been damaged in an amount according to proof. By reason of said carelessness and negligence of the Desert Water Agency and its employees, Claimant will, in the future, have a reduced capacity to earn income, all to his further damage in an amount according to proof.

Claimant was required to, and did incur expenses in an amount according to proof, for the repair of the damage of his vehicle and did lose use of his vehicle as it underwent repairs.

A complete investigation of Claimant's incident has not been afforded Claimant prior to litigation, as such, Claimant reserves his right to expand his allegations, claims, causes of action, facts, description of indebtedness, obligation, injury, damages, and losses incurred based upon evidence obtained through discovery.

CIRCUMSTANCES THAT LED TO DAMAGE OR INJURY

The automobile collision giving rise to this claim occurred on November 11, 2022 at approximately 11: 52 a.m., at the intersection of E Vista Chino and Gene Autry Trail in the City of Palm Springs, County of Riverside, State of California.

At said time and place, Claimant was operating a RAV4 eastbound on E Vista Chino. Jonathan Arredondo ("Mr. Arredondo") was driving a Ford F-350 within the course and scope of his employment with the Desert Water Agency at the time of the collision. Mr. Arredondo was driving a vehicle that is owned by the Desert Water Agency and had permission to drive said Ford F-350 at the time of the incident.

Mr. Arredondo was driving eastbound on E Vista Chino and failed to drive according to the traffic conditions, and as such, when Claimant slowed for traffic, Mr. Arredondo rear-

ended Claimant. As a result of Mr. Arredondo's unsafe driving Claimant sustained serious injuries and other damages. Mr. Arredondo violated California Vehicle Code 22350. This statute is commonly referred to as the "Basic Speed Law." It essentially says that a driver must drive at a speed that is reasonable given the current conditions. He also violated California Vehicle Code 21703. This statute is commonly referred to as the "Following Too Closely Law." It essentially says that a driver cannot follow another motorist too closely if he or she is closer than what is "reasonable or prudent."

EXPLAIN WHY YOU BELIEVE THE STATE IS RESPONSIBLE FOR THE DAMAGE OR INJURY

The Desert Water Agency and its agents/employees owed a duty of due care to Claimant to act in a reasonable, prudent and careful manner in the entrustment, ownership, operation, maintenance and control of the motor vehicle which they owned and/or operated so as to avoid causing harm or creating a foreseeable risk of harm to others, including Claimant.

Mr. Arredondo was employed by the Desert Water Agency, and his employment necessitated the operation of the subject motor vehicle.

At the time of the subject collision, Mr. Arredondo negligently, carelessly and recklessly operated the subject motor vehicle so as to fail to maintain enough space between his vehicle and Claimant, as well as failing to maintain a safe speed for the traffic conditions. As such he caused a collision with Claimant's vehicle. Mr. Arredondo's negligence was a substantial factor in causing harm to Claimant.

At the time of the subject collision, Mr. Arredondo failed to drive with due regard for the safety of persons or property as required under California *Vehicle Code* Section 21056. The Desert Water Agency owned the subject motor vehicle operated by Mr. Arredondo and had a responsibility to make sure that the operators of its vehicles were fit to drive.

The Desert Water Agency and its agents/employees so negligently and carelessly entrusted, owned, operated, maintained and controlled the subject motor vehicle so as to cause significant personal injuries and damages to Claimant.

The Desert Water Agency and its agents/employees knew or should have known that Mr. Arredondo was unfit and/or incompetent and that his unfitness and/or incompetence created a particular risk to other drivers on the road. The Desert Water Agency and its agents/employees permitted and entrusted Mr. Arredondo to drive the subject vehicle. Mr. Arredondo's incompetence and/or unfitness to drive was a substantial factor in causing harm to Claimant.

The Desert Water Agency and its agents/employees had a duty to Claimant to hire employees who are competent and specifically trained to operate the vehicles owned by the Desert Water Agency in a safe and prudent manner.

The Desert Water Agency and its agents/employees failed and refused to properly hire, screen, train, and/or supervise their employees to operate the vehicles owned by the Desert Water Agency in a competent manner.

The Desert Water Agency is vicariously liable under California Government Code §815.2(a) for all violations of state law by its employee, Mr. Arredondo, including, but not limited to, intentional torts and violation of California *Vehicle Code* §22107.

Although Mr. Arredondo was in the course and scope of his employment with Desert Water Agency (a public entity), Mr. Arredondo is liable for his own conduct (acts and/or omissions) to the same extent as a private person under *Government Code* §820(a).

As a direct result of the Desert Water Agency and its agents and/or employees' failure and breached duty, Claimant received severe injuries to his body. The injuries received by Claimant have greatly impaired his health, strength and activity and have thereby caused and continue to cause him great mental, physical and nervous pain and suffering and an extreme shock to his nervous system. Claimant is informed and believes, and thereon alleges, that said injuries will result in some disability, all to his damages in an amount according to proof.

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT: Desert Water Agency	
1	Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth. <i>Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we MUST have both your Social Security Number and your date of birth.</i>
	Name: David Jervis
	Phone Number: [REDACTED]
	Address(es): 1775 E Palm Canyon Dr Palm Springs CA 92264
	Social Security No.: Date of Birth: [REDACTED] E-mail: [REDACTED]
2	List name, address, and phone number of any witnesses.
	Name: na
	Address: na
	Phone Number:
3	List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.
	Date: 11/15/2022 Time: 7:17 pm Place: 3400 E Vista Chino Palm Springs CA 92262
	Tell What Happened (give complete information):
	Insured was stopped facing east on Vista Chino Rd when he was rear ended.
NOTE: Attach any photographs you may have regarding this claim.	
4	Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.
	Please speak to attorney. Walter T Clark Leagal Group 760-423-5358
5	Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.
	na
6	The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.
	Total as of now for damages is \$26,792.83 but still pending final bill and rental bill. Tow bill 1,620.
Date: 04/18/2023 Time: 10:49 am Signature: Jennifer Karl	
ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!	

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

MAY 2, 2023

**RE: REQUEST AUTHORIZATION FOR FINANCE DIRECTOR TO
EXECUTE INDEPENDENT CONTRACTOR AGREEMENT WITH LM
TECHNOLOGY CONSULTING**

In December 2020, the Desert Water Agency Board of Directors authorized Agency Staff to enter into an agreement with SingerLewak Business Informatics for an in-depth technology assessment to evaluate the Agency's IT infrastructure and provide recommendations. This assessment produced an IT Project Roadmap containing recommendations for technology infrastructure and operational improvements to meet the Agency's needs in the present and future.

Due to the needs identified by the technology assessment, in May 2021, the Desert Water Agency engaged with SingerLewak Business Informatics for the services of Lynn McIntire to provide IT department guidance such as advisory and coaching of DWA's IT staff during implementation and adopting of the technology improvements defined in the IT Project Roadmap.

Lynn McIntire has discontinued her employment with SingerLewak Business Informatics as of April 28, 2023, creating the opportunity for the Agency to continue to utilize her services with her new company, LM Technology Consulting, Inc. Lynn McIntire has been instrumental in planning and executing the Agency's IT Project Roadmap and her continued support in overseeing the Agency's IT Project Roadmap is desired by Agency Staff. The goal is to engage with LM Technology Consulting until the IT Roadmap is complete, which will include the hiring of an IT Manager to take over the daily management of the IT Department and its operations.

Fiscal Impact:

The contract cost is estimated at \$385,000, representing an approximate 30 to 35-hour work week for the duration of the contract's 12-month initial term. The contract will automatically renew for an additional 12-month term with the option to cancel with 30-days notice. It is anticipated that the Agency will utilize LM Technology Consulting services for up to 18 to 24-months. The costs associated with fiscal year 2022/2023 have already been included in the budget and costs associated with the upcoming fiscal year will be included in the Information Technology annual operating expense budget.

Legal Review:

Legal Counsel has reviewed this contract.

Recommendation:

Staff recommends the Board of Directors authorize the Finance Director to execute the Independent Contractor Agreement with LM Technology Consulting, Inc, to include the attached Statement of Work and additional Statements of Work as required.

Attachments:

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



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (Agreement) is made and effective May 8, 2023, and remaining in effect until June 30, 2024.

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: LM Technology Consulting, Inc. (Contractor), a company/individual organized and existing under the laws of California of the United States, with its head office located at:

LM Technology Consulting, Inc.
654 W Elberon Ave
San Pedro, CA 90731

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 Master Agreement as Appendix A. Beginning on the Effective Date, and remaining in effect for the duration of this Master Agreement, Contractor makes the following representations and warranties:

a. That Contractor is fully authorized and empowered to enter into this Master Agreement, and that its performance of the obligations under this Master Agreement will

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not violate any agreement between Contractor and any other person, firm or organization or any law or governmental regulation.

b. That Contractor possesses the skill, knowledge, education and training, and has sufficient time and resources, to faithfully perform its obligations under this Master 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 Master 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 mileage, hotel/lodging, 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.

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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 Master 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 be in force for a period of two (2) years after termination of this Master Agreement and/or the Statement of Work covering the assignment, whichever date 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 deliver 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 the expiration or termination of this Master Agreement or the Statement of Work under which the work is created, the Contractor will render all

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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 from the Contractor and provides reasonable compensation to the Contractor for such assistance. The Agency will be responsible for all fees related to the legal or other proceedings.

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

Contractor represents and warrants to the Agency that (a) Contractor has full power and authority to enter into this Master Agreement including all rights necessary to make the foregoing assignments to the 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 the 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 the Agency, or the Agency's employees, breach or alleged breach of any representation, warranty or covenant in this Master 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 Master 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 Master Agreement.

9. Other Matters

The Contractor may recommend, select, or utilize common third party software, hardware, or services to perform its efforts. The use of certain third party products can result in damages to underlying systems and/or data, ranging from inconveniences to complete loss of system functionality, data and component failure. The Agency may also request Contractor to recommend technology solutions (software, vendors, integrators) for procurement or servicing of the Agency. For third party provided solutions and matters, the Agency agrees that the Contractor shall not be held responsible for third parties' performance, nor the damages that may result therefrom.

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Further, Contractor may utilize file sharing, collaboration or storage systems such as Microsoft Office 365 (including all of its applications as well as OneDrive and SharePoint) and other common cloud-based software tools for purposes of sharing, storing, creating and editing (or any combination thereof) documents and artifacts with Agency personnel as well as authorized third parties involved in Contractor's duties. The Agency acknowledges that Contractor has no responsibility for the services or functions of these cloud-based software tools and agrees to indemnify and hold Contractor harmless with respect to any and all claims arising from or related to the operation of these cloud-based software tools provided such claim did not arise out of willful or negligent acts or omissions by the Contractor in connection with this Agreement.

10. 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 coverage, 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 \$500,000 per claim or occurrence and \$1,000,000 in aggregate with the Agency listed as an additional insured.

11. 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.

It is further 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.

12. 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.

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14. 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 Master 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 Master Agreement or in any Statement of Work 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 any Statement of Work 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, the Agency, or to represent the Agency or bind the Agency in any manner unless explicitly stated in the Statement of Work.

Contractor and its agents and employees, shall not be entitled to any benefits that the 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 the Agency adversely in any way: (i) any inadvertent or mistaken reference by any of the Agency's agents to Contractor as an "employee," or to the 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 the 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 Master Agreement or creates a conflict of interest.

15. ASSIGNMENT OF OBLIGATIONS OF RIGHTS

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

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16. 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.

17. TERM AND TERMINATION

Unless otherwise agreed in writing by the parties, the term of this agreement will be as follows:

- a) Termination date: June 30, 2024;
- b) This Master Agreement will automatically renew for one (1) Twelve (12) month term unless notice is given according to Section 17(c).
- c) This Master Agreement can be terminated by either party upon the provision of thirty (30) days' written notice that the writing party wishes to terminate the Master Agreement on an "at-will" basis.

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

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

19. DISPUTE RESOLUTION

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Master Agreement shall be submitted first to Judicial Arbitration and Mediation Service (JAMS), or its successor, for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any subsequent arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

In the event that any dispute, claim or controversy arising out of or related to this Master Agreement is not resolved via mediation within thirty (30) days after mediation has been commenced pursuant to the previous paragraph, the parties agree to submit the dispute, claim or controversy to binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association (AAA) or JAMS, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction thereof. The prevailing party in any such arbitration shall recover its attorneys' fees and costs of arbitration from the other party.

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20. SEVERABILITY

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

21. ENTIRE AGREEMENT

This Master 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.

Signed:

On behalf of Desert Water Agency

By: _____

Print Name: Esther Saenz

Title: Finance Director

Date: _____

On behalf of The Contractor: LM Technology Consulting, Inc.

By: _____

Print Name: Lynn McIntier

Date: _____

Statement of Work (SOW)

Appendix A

LM TECHNOLOGY

CONSULTING

Statement of Work

IT Governance & Oversight

Presented to



MAY 2023

This Statement of Work ("SOW") is between LM TECHNOLOGY CONSULTING, INC., a corporation located at 654 W Elberon Ave, San Pedro, CA 90731 ("Consultant") and DESERT WATER AGENCY, located at 1200 S Gene Autry Trail, Palm Springs, CA 92264 ("Client").

TERM AND TERMINATION OF THIS SOW

This SOW shall start on May 8, 2023, or the date of latest signature herein ("SOW Effective Date"), and continue through June 30, 2024 ("SOW Term"), and shall be automatically renewed for one year ("Renewal Term"). At any time during the SOW Term or Renewal Term, either party may terminate this SOW by giving thirty (30) days written notice to the other party.

DESCRIPTION OF SERVICES

I. Introduction

a. Background

As a result of the early 2020 Technology Assessment performed by SingerLewak, LLP's SL Business Informatics team, Desert Water Agency ("DWA") engaged Lynn McIntier's services beginning in March 2022 to provide IT department guidance such as advisory and coaching of DWA's IT staff during implementation and adopting of the technology improvements defined by the Assessment .

As Ms. McIntier has left SingerLewak, LLP as of April 28, 2023, DWA is seeking to engage Ms. McIntier's through her new company, LM Technology Consulting, to provide similar services further described below.

b. Purpose

This SOW outlines the tasks and deliverables currently anticipated by the parties during the Terms of Service. The parties acknowledge that the *IT Governance & Project Oversight* is for advisory support and management and supervision of the IT Department. These services are expected to be flexible in emphasis and assignment. Therefore, the parties agree that activities and assignments that are within the capabilities of the Consultant will be directed by the Client's Finance Director ("Project Sponsor").

II. Description of Work Performed by Consultant

At the direction of the Project Sponsor, Consultant shall provide the following general activities and assignments.

1. Manage and supervise employees in the IT Department. Examples are: ensure the maintenance of current projects and technology systems. Identify vulnerabilities, the need for upgrades, and opportunities for improvement. Propose strategic solutions and recommend new systems and software. The Consultant will not be directly responsible for any HR related activities and these will be performed by the Project Sponsor. The Consultant may assist the Project Sponsor, as requested, by providing details and descriptions of IT staff activities.

2. Approve and direct activities requested from Vendors, including Managed Service Provider (MSP), Acorn, or successor MSP, provided that there is no financial transaction impact to the request. All activities with a direct financial transaction (e.g., purchase of hardware, software, labor, etc.) must be approved by an authorized DWA personnel.
3. Recommend the prioritization and manner in which IT initiatives shall be undertaken, as well as work with DWA to develop project plans, support the execution of the plans – all geared to achieve completion of assigned, prioritized initiatives.
4. Develop and recommend more robust IT procedures and policies to be undertaken by DWA to increase their ability to govern and execute on IT initiatives now and going-forward.
5. Work with the Project Sponsor to determine appropriate IT staffing prudent to manage the DWA IT environment especially once the DWA 2.0 project and other key initiatives are well underway towards completion.
6. Meet regularly with the Project Sponsor, Assistant General Manager, and General Manager to review progress towards planned activities and to discuss performance and challenges experienced with vendors and IT personnel in the execution of the projects/initiatives.
7. Support the selection of vendors needed to execute various IT initiatives.
8. Meet with the vendors (including the existing MSP) on a regular basis to assess progress and status of assigned technology projects (many of which originated from the '*DWA IT Project Roadmap*' provided from the Assessment scope referred to in the section "Background" above. More specifically – Consultant will inform the Project Sponsor about important projects' status, roadblocks, constraints, and other matters related to impact and achievement of the desired project outcomes.
9. Provide technology support and oversight to the Tyler implementation project and other DWA 2.0 projects as assigned.

III. Deliverables

Various internal-DWA-facing, as well as vendor-facing artifacts will be developed in the execution of the work described above. These will include project planning and status artifacts, vendor requests for proposals as needed, correspondence with vendors, DWA IT staff, and the Project Sponsor.

IV. Work Location

The Consultant will be onsite on a weekly basis from Monday at 12 pm (noon) through Wednesday at 5 pm unless previous arrangements have been discussed with the Project Sponsor. The onsite schedule will be reviewed 60 days after commencement of this SOW by the Consultant and Project Sponsor. Agreed upon adjustments may be made to the onsite schedule at that time or at any point in the SOW Term as needed by either party. When not onsite, work will be performed via remote computing capabilities.

V. Consultant Responsibilities

Consultant shall ensure that its personnel and any approved contractors assigned to perform Services under this SOW have the necessary qualifications, competence, and experience required

to fulfill their respective responsibilities in providing the Services and deliverables detailed in this SOW.

Consultant will provide its own computers for performing the Services under this SOW unless the Client requests them to directly access the Clients technology devices, applications, and/or data located on its internal network.

VI. Client Responsibilities

Client shall provide a physical workspace, preferable an office where one-on-one discussions can be held privately as needed.

Client shall provide internet connectivity and phone.

Client shall provide an appropriately configured computer for direct access to the Clients technology devices, applications, and/or data located on its internal network.

VII. Pricing and Payment

a. Professional Fees and Expenses

Consultant and the DWA Project Sponsor have agreed that the level of effort for this scope of services is expected to range between 120 and 160 hours per month. The hourly rate for Ms. McIntier is \$220 per hour. Hourly rates are reviewed periodically and advanced notice will be given of a rate increase.

Our professional fees will be billed on a time and material basis at rates provided above, plus direct out-of-pocket expenses for hotel, meals, mileage, etc.

The timely and effective execution of the scope above is heavily dependent upon the level of cooperation, availability, knowledge and responsiveness of persons we will be collaborating with from DWA – as well as 3rd parties that may become involved in the projects as well.

b. Invoice Schedule

Services and expenses will be billed on a bi-monthly or monthly basis in arrears based on the above.

VIII. Acceptance of SOW

This SOW covers only the services described herein and is effective only upon execution by both parties. Each party hereto warrants and represents that this SOW constitutes the legal, valid and binding obligation of each party as of the date signed below and that the signee is duly authorized on the date of this SOW to authorize and execute this SOW on behalf of their respective organization.

Desert Water Agency

Esther Saenz, Finance Director

Date

LM Technology Consulting

Lynn McIntier, President/CEO

Date

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

MAY 2, 2023

**RE: REQUEST ADOPTION OF RESOLUTION NO. 1299
APPROVING THE 2023 LOCAL GUIDELINES FOR IMPLEMENTING
THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT (CEQA) FOR DESERT WATER AGENCY**

The California Environmental Quality Act (CEQA), codified at Public Resources Code section 21000 et seq., is California's most comprehensive environmental law. It generally requires public agencies to evaluate the environmental effects of their actions before they are taken. CEQA also aims to prevent significant environmental effects from occurring as a result of agency actions by requiring agencies to avoid or reduce, when feasible, the significant environmental impacts of their decisions.

CEQA requires public agencies to adopt specific objectives, criteria and procedures for evaluating public and private projects that are undertaken or approved by such agencies. The Agency's CEQA Guidelines have been prepared by the Agency's legal counsel, Best Best & Krieger. These Guidelines reflect recent changes to CEQA. These Local CEQA Guidelines also provide instructions and forms for preparing all environmental documents required under CEQA.

Fiscal Impact: No fiscal impact is anticipated from amending the Local CEQA Guidelines.

Environmental Impact: No environmental impact is anticipated from amending the Local CEQA Guidelines. Desert Water Agency's adoption of the attached Resolution is not a project under State CEQA Guidelines section 15378(b)(5) because it involves an administrative activity and would not result in any environmental impacts.

Recommendation:

Staff recommends that the Board of Directors adopt Resolution No. 1299 regarding the adoption of the 2023 Local Guidelines for Implementing the California Environmental Quality Act for Desert Water Agency. The changes are detailed in a memo prepared by Best Best & Krieger, also attached.

Attachments:

Attachment #1: BBK memo

Attachment #2: Resolution No. 1299

Memorandum

TO: Project 5 Agency Client
FROM: Best Best & Krieger LLP
DATE: April 17, 2023
RE: Summary of Changes to Local CEQA Guidelines

In 2022, the California Legislature took action to exempt certain transportation, water system, and housing projects from the California Environmental Quality Act (“CEQA”). We have revised the Agency’s Local Guidelines for Implementing CEQA (“Local Guidelines”) to account for these CEQA developments. This memorandum summarizes the substantive amendments to the Agency’s Local Guidelines.

The Local Guidelines and this memorandum are designed to help the Agency comply with CEQA when considering a project subject to CEQA. We still recommend, however, that you consult with an attorney when you have specific questions on major, controversial, or unusual projects or activities.

The Local Guidelines, the related CEQA forms, and other important legal alerts may be accessed via the Best Best & Krieger CEQA client portal.

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REVISIONS TO LOCAL GUIDELINES

1. SECTION 3.20 TRANSIT PRIORITIZATION PROJECTS

With its adoption of Senate Bill (“SB”) 922, the California Legislature amended Public Resources Code section 21080.25 to exempt certain transit, bicycle, and pedestrian projects that meet specified criteria and do not induce single-occupancy vehicle trips.

Examples of projects exempt under SB 922 include, but are not limited to: (1) pedestrian and bicycle facilities; (2) transit prioritization projects, such as the installation of traffic signs or new signals; (3) a project for the institution or increase of bus rapid transit, bus, or light rail service; (4) a public project to construct or maintain infrastructure or facilities to charge, refuel, or maintain zero-emission public transit buses, trains, or ferries; and (5) a decision to reduce or eliminate minimum parking requirements or institute parking maximums.

We revised Section 3.20 of the Local Guidelines to account for this exemption and to set forth conditions that must be met for the exemption to apply.

2. SECTION 3.21 TRANSPORTATION PLANS, PEDESTRIAN PLANS, AND BICYCLE TRANSPORTATION PLANS

The California Legislature amended Public Resources Code section 21080.20 to exempt “active transportation plans” and “pedestrian plans” from CEQA. An “active transportation plan”

refers to a plan developed by a local jurisdiction that promotes and encourages people to choose walking, bicycling, or rolling through the creation of safe, comfortable, connected, and accessible walking, bicycling, or rolling networks, and encourages alternatives to single-occupancy vehicle trips. A “pedestrian plan” refers to a plan developed by a local jurisdiction that establishes a comprehensive, coordinated approach to improving pedestrian infrastructure and safety.

While a lead agency’s adoption of an active transportation plan or pedestrian plan is exempt from CEQA, specific projects identified within those plans remain subject to CEQA unless such projects are exempt under a separate provision of CEQA.

We revised Section 3.21 of the Local Guidelines to account for this exemption and to set forth procedural requirements that must be met when finding a project exempt under this provision.

3. SECTION 3.22 WATER SYSTEM WELLS AND DOMESTIC WELL PROJECTS

With the adoption of AB 1642 and its codification at Public Resources Code section 21080.31, the Legislature has enacted a new statutory exemption that applies to the construction, maintenance, repair, or replacement of wells where certain conditions are met. To qualify for the exemption, (1) the domestic well or water system to which the well project is connected must be designated by the State Water Resources Control Board (“State Board”) as high risk or medium risk in the State Board’s drinking water needs assessment; (2) the well project must be designed to mitigate or prevent a circumstance where residents that rely on the well or the water system to which the well is connected would be left without an adequate supply of safe drinking water; (3) the well project may not be designed primarily to serve irrigation or future growth; and (4) a series of other conditions must be met.

We added Section 3.22 to the Local CEQA Guidelines to provide for this statutory exemption and to set forth in greater detail the circumstances in which it may apply.

4. SECTION 9.08 AFFORDABLE HOUSING DEVELOPMENTS IN COMMERCIAL ZONES

The Legislature has created a new CEQA-exempt, ministerial approval process for multifamily housing developments meeting specified criteria, codified at Public Resources Code section 65912.110, et seq. For a proposed multifamily housing development project to qualify for this exemption, the project must (1) ensure that 100 percent of the project’s units, excluding managers’ units, be dedicated to lower income households at an affordable cost or affordable rent; (2) meet applicable objective zoning standards, objective subdivision standards, and objective design review standards, as defined; (3) be located in a zone where office, retail, or parking are a principally permitted use; (4) meet certain labor standards; and (5) meet a list of other conditions, specified in the Local Guidelines.

We have added Section 9.08 to the Local Guidelines to include this exemption and to set forth the various conditions a project must meet to qualify for the exemption.

**5. SECTION 9.09 MIXED-INCOME HOUSING DEVELOPMENTS ALONG
COMMERCIAL CORRIDORS**

The Legislature has additionally created another CEQA-exempt, ministerial approval process for proposed multifamily housing development projects that meet certain affordability criteria, set forth at Public Resources Code section 65912.120, et seq. In addition to meeting the specified affordability criteria, the proposed project must (1) abut a commercial corridor and have frontage along the commercial corridor of at least fifty feet; (2) not be located on a project site greater than 20 acres; (3) be located in a zone where office, retail, or parking is a principally permitted use; (4) meet certain labor standards; and (5) meet a list of over twenty other conditions, specified in the Local Guidelines.

We have added Section 9.09 to the Local Guidelines to include this exemption and to set forth the various conditions a project must meet to qualify for the exemption.

6. VARIOUS SECTIONS UPDATED REFERENCES TO CALIFORNIA PUBLIC RECORDS ACT

The Legislature has recodified and reorganized the entirety of the California Public Records Act (“PRA”) consistent with Assembly Bill (“AB”) 463. Whereas the PRA was previously codified at Government Code section 6250, et seq., the PRA is now codified at Government Code section 7920.000, et seq. We have updated all references to the PRA in the Local Guidelines consistent with AB 463. The reorganization makes no substantive changes to the PRA.

Other Changes

Effective January 1, 2023, the Department of Fish and Wildlife has increased its fees. For a Negative Declaration or a Mitigated Negative Declaration, the new filing fee is \$2,764.00. For an EIR, the new filing fee is \$3,839.25. For an environmental document prepared pursuant to a Certified Regulatory Program, the filing fee has been increased to \$1,305.25.

Conclusion

As always, CEQA remains complicated and, at times, challenging to apply. The only constant in this area of law is how quickly the rules change. Should you have questions about any of the provisions discussed above, please contact a BB&K attorney for assistance.

BEST BEST & KRIEGER LLP

RESOLUTION NO. 1299

A RESOLUTION OF THE DESERT WATER AGENCY AMENDING AND ADOPTING LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.)

WHEREAS, the California Legislature has amended the California Environmental Quality Act (“CEQA”) (Pub. Resources Code §§ 21000 et seq.), the Natural Resources Agency has amended the State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.), and the California courts have interpreted specific provisions of CEQA; and

WHEREAS, Public Resources Code section 21082 requires all public agencies to adopt objectives, criteria and procedures for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

WHEREAS, the Desert Water Agency must revise its local guidelines for implementing CEQA to make them consistent with the current provisions and interpretations of CEQA and the State CEQA Guidelines.

NOW, THEREFORE, the Desert Water Agency (“Agency”) hereby resolves as follows:

SECTION 1. The Agency hereby adopts the “2023 Local Guidelines for Implementing the California Environmental Quality Act,” a copy of which is on file at the offices of the Agency and is available for inspection by the public.

SECTION 2. All prior actions of the Agency enacting earlier guidelines are hereby repealed.

ADOPTED this 2nd day of May, 2023.

Ayes:
Nays:
Absent:
Abstain:

Jeff Bowman, Vice President

ATTEST:

Gerald McKenna, Secretary-Treasurer

GENERAL MANAGER'S REPORT May 2, 2023

State Water Project to Further Increase Water Supply Allocation

On April 20, The Department of Water Resources (DWR) announced another increase in the forecasted State Water Project (SWP) deliveries this year. With reservoirs nearing capacity and snowmelt runoff starting to occur, DWR now expects to deliver 100 percent of requested water supplies, up from 75 percent announced in March. This water will be delivered throughout the year to the SWP's 29 public water agencies that serve 27 million Californians and 750,000 acres of farmland. The last time the SWP allocated 100 percent was 2006.

San Luis Reservoir in Merced County, which holds water supply for both the SWP and U.S. Bureau of Reclamation's Central Valley Project (CVP), is now full. Additionally, Lake Oroville, the SWP's largest reservoir, and SWP reservoirs in Southern California are expected to be full by the end of May. Statewide, reservoir storage is at 105 percent of average for this date.

DWA 100% allocation of its Table A amount is 55,750 acre-feet.

USBR Announces Intent to Provide \$500,000 for DWA's AMI Project (Final Phase)

On April 21, the United States Bureau of Reclamation (USBR) announced that Desert Water Agency was one of 84 projects that were selected to receive funding for water conservation-related projects. DWA may be able to enter into a grant agreement with the USBR to use \$500,000 toward completion of its Advanced Metering Infrastructure (AMI) conversion project.

Since the time that the grant application was submitted, DWA determined that it needs fewer encoder transmission devices (ERTs) to make all of our meters capable of communicating with a fixed network.

Staff will work with the USBR to reflect a more accurate project scope and schedule given this adjustment. There is a chance that the USBR may not be amenable to these changes, in which case DWA may receive a partial award or no award for its work in installing the remaining ERTs and the fixed network system.

Given staff's experience working with the USBR on the current Water and Efficiency Grant (WEEG) AMI project and the (State-Wide Equipment Program) SWEP grass removal grant, USBR will tolerate some modifications to the project.

Staff will update the Board when there is a determination on the next steps.

Desert Water Agency Prepares Rate Increase Outreach

In mid-May, DWA will send a Proposition 218 notice to notify customers of proposed rate changes. This notice will be mailed to billing and/or property addresses for:

- Domestic water customers (includes wastewater customers)
- Recycled water customers
- Groundwater pumpers within DWA jurisdiction

The notice has been translated into Spanish (the document will include all content in both languages) and has been reviewed by general counsel and Best, Best & Krieger rate specialists. The notice outlines the process for protesting, including a web form to catalog and manage electronic protests. The notice is with the printer and is scheduled for postmark on May 12 to provide the required 45-day notice for rate increases.

Staff will invite top users for one-on-one meetings and is planning community workshops:

- Monday, May 22 at 3:30 p.m. at Desert Water Agency and virtual
- Saturday, June 10 at 2:00 p.m. at the Cathedral City Senior Center
- Monday, June 12 at 2:00 p.m. at Desert Hot Springs Library (groundwater pumpers)

Staff will update the Board on 218 outreach at Board meetings between now and the public hearing on June 28, 2023.

Desert Water Agency Hosting Blood Drive

DWA will be hosting a Blood Drive on Wednesday, May 10th from 9:00 a.m. – 2:00 p.m. Everyone is encouraged to make an appointment to donate. Appointments can be made online by clicking: [LifeStream Donor Appointment Portal](#). The blood mobile will be in front of DWA offices at 1200 S. Gene Autry Trail.

SYSTEM LEAK DATA					
(PERIOD BEGINNING APR 11, 2023 THRU APR 24, 2023)					
STREET NAME	NUMBER OF LEAKS	PIPE DIAMETER (INCHES)	YEAR INSTALLED	PIPE MATERIAL	PIPE CONSTRUCTION
VISTA CHINO	5	20	1949	STEEL	BARE/UNLINED
SUNSET WY	4	6	1956	STEEL	BARE/UNLINED
DEL LAGO RD	3	6	1957	STEEL	BARE/UNLINED
NICOLA RD E	2	4	1955	STEEL	BARE/UNLINED
VIA DEL NORTE	2	4	1945	STEEL	BARE/UNLINED
AVENIDA CABALLEROS	2	14	1953	STEEL	BARE/UNLINED
INDIAN CANYON DR	2	6	1951	STEEL	BARE/UNLINED
CHUPEROSA RD	1	4	1958	STEEL	BARE/UNLINED
FRANCIS DR	1	8	1957	STEEL	BARE/UNLINED
JOYCE DR	1	6	1958	STEEL	BARE/UNLINED
DESERT PARK AVE	1	6	1955	STEEL	BARE/UNLINED
CERRITOS DR	1	4	1946	STEEL	BARE/UNLINED
TERRY LN	1	4	1956	STEEL	BARE/UNLINED
JACINTO ESTATES: ARENAS RD	1	4	1946	STEEL	BARE/UNLINED
TAHQUITZ CYN WY	1	8	1946	STEEL	BARE/UNLINED
INDIAN CANYON DR	1	10	1938	STEEL	BARE/UNLINED
PATENCIO RD	1	4	1954	STEEL	BARE/UNLINED
PATENCIO RD	1	6	1951	STEEL	BARE/UNLINED
RAMON RD	1	6	1955	STEEL	BARE/UNLINED
CALLE PALO FIERRO	1	6	1949	STEEL	BARE/UNLINED
CAMINO REAL	1	4	1948	STEEL	BARE/UNLINED
E DEEPWELL RD	1	4	1951	STEEL	BARE/UNLINED
MANZANITA DR	1	6	1953	STEEL	BARE/UNLINED
CALIENTE DR	1	6	1956	STEEL	BARE/UNLINED
CAMINO PAROCELA	1	4	1958	STEEL	BARE/UNLINED
CALIFORNIA AVE	1	4	1955	STEEL	BARE/UNLINED
TOTAL LEAKS IN SYSTEM:		39			

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 APR 11, 2023
THRU APR 24, 2023)

2022/2023 REPLACEMENT PIPELINES - VISTA CHINO

2021/2022 REPLACEMENT PIPELINES - CERRITOS DR AND TERRY LN

2020/2021 REPLACEMENT PIPELINES - AVENIDA CABALLEROS

Google Earth



2 mi

General Manager's Meetings and Activities

Meetings:

04/18/23	DWA Bi-Monthly Board Meeting	DWA
04/19/23	RAC Meeting Staff and Legal	Conf Call
04/20/23	SWC General Counsel Meeting	Conf Call
04/20/23	SWC Monthly Board Meeting	Conf Call
04/21/23	Sites Joint Reservoir Committee/Authority Monthly Mtg	Conf Call
04/21/23	Sites General Counsel Meeting	Conf Call
04/24/23	Tribal Mediation – Technical Committee Meeting	Conf Call
04/24/23	DWA Weekly Staff Meetings	DWA
04/24/23	DWA Weekly Legislative Check-in	Conf Call
04/25/23	Palm Springs Aerial Tram Meeting	Conf Call
04/26/23	SNMP Meeting	Conf Call
04/26/23	Agua Caliente Water Authority Meeting	Conf Call
04/26/23	DWA/Sites Participant Two-Way Check-in	Conf Call
04/26/23	SWC -Water Storage Investment Program (WSIP) Coord.	Conf Call
04/27/23	DWA Executive Committee Meeting	DWA
04/27/23	DWA Safety Meeting	DWA
05/01/23	DWA Weekly Staff Meetings	DWA
05/01/23	Weekly Legislative Check-in	Conf Call
05/02/23	DWA Bi-Monthly Board Meeting	DWA

Activities:

- 1) DWA Rate Study
- 2) DWA Surface Water Rights
- 3) Water Supply Planning – DWA Area of Benefit
- 4) Sites Reservoir Finance
- 5) DCP Financing
- 6) Lake Perris Seepage Recovery Project Financing
- 7) Recycled Water Supply - Strategic Planning
- 8) AQMD Rule 1196
- 9) DWA Digital Transformation Project
- 10) DWA Organizational Restructuring
- 11) DWA Tax Rate Analysis
- 12) Palm Springs Aerial Tramway Water Supply 2023
- 13) SWP Contract Extension Amendment
- 14) DWA Remote Meter Reading Fixed Network
- 15) State and Federal Contractors Water Authority and Delta Specific Project Committee (Standing)
- 16) Whitewater River Surface Water Recharge
- 17) Replacement Pipelines 2021-2022
- 18) DC Project – Finance JPA Committee (Standing)
- 19) DWA/CVWD/MWD Operations Coordination/Article 21/Pool A/Pool B/Yuba Water (Standing)
- 20) DWA/CVWD/MWD Exchange Agreement Coordination Committee (Standing)
- 21) SWP 2023 Water Supply
- 22) ACBCI Water Rights Lawsuit

- 23) Whitewater Hydro Operations Coordination with Recharge Basin O&M
- 24) Whitewater Spreading Basins – BLM Permits
- 25) Delta Conveyance Project Cost Allocation
- 26) MCSB Delivery Updates

Activities

(Cont.)

- 27) Well 6 Meaders Cleaners RWQB Meetings
- 28) SWP East Branch Enlargement Cost Allocation
- 29) RWQCB Update to the SNMP