



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: 844 9810 8818
Passcode: 404072
or Via Computer:
<https://dwa-org.zoom.us/j/84498108818?pwd=vyQqnwRwz4m5jnr7repjLNQRabbrFN.1>
Meeting ID: 844 9810 8818

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: 844 9810 8818
código de acceso: 404072
o a través de la computadora:
<https://dwa-org.zoom.us/j/84498108818?pwd=vyQqnwRwz4m5jnr7repjLNQRabbrFN.1>
ID de reunión: 844 9810 8818

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 ORTEGA
2. PLEDGE OF ALLEGIANCE ORTEGA
3. ROLL CALL HOFFMAN
4. **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.
5. **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.

6. 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 February 20, 2024 Regular Board Meeting
- B. Receive and File Minutes of the February 29, 2024 Executive Committee Meeting
- C. Receive and File Water Use Reduction Figures for January 2024
- D. Receive and File Memo on February 15, 2024 State Water Contractors' Meeting
- E. Request Authorization to Continue Emergency Repair Work at DWA Facilities Under Resolution No. 1312

7. ACTION ITEMS:

- A. Request Adoption of Resolution No. 1321 Adopting a Retiree Medical Benefit for Employees of Desert Water Agency Hired After May 1, 2007 **HOPPING**
- B. Request Adoption of Revised Position Classification and Salary Chart Dated February 2024 **HOPPING**
- C. Request Authorization for General Manager to Enter Into Agreement Between the State of CA Dept. of Water Resources and DWA (Technical Support Services Agreement No. 0049) **RAPOLLA**

8. SECRETARY-TREASURER'S REPORT (JANUARY 2024) **MCKENNA**

9. GENERAL MANAGER'S REPORT **JOHNSON**

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

11. DIRECTORS COMMENTS/REQUESTS

12. CLOSED SESSION

- A. 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
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: AT&T vs. County of Riverside
- C. CONFERENCE WITH LEGAL COUNSEL – POSSIBLE INTERVENTION IN EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 (d) (4)
Name of Case: Southern California Edison vs. California State Board of Equalization, et al
One Case
- D. 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
- E. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957
Unrepresented Employee: General Manager

F. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: APN# 680-180-029

Agency Negotiators: Steve L. Johnson, General Manager and David Tate Asst. General Manager

Negotiating Parties: Desert Water Agency and The Palm Springs Surf Club

Under Negotiations: Possible Easement Agreement

13. RECONVENE INTO OPEN SESSION – REPORT FROM CLOSED SESSION

14. 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, Asst. Secretary of the Board

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

6-A

February 20, 2024

Board: Paul Ortega, President
Jeff Bowman, Vice President
Kristin Bloomer, Director
Gerald McKenna, Secretary-Treasurer
Steve Grasha, Director

Director Grasha arrived
at 8:12 a.m.

DWA Staff: Mark Krause, General Manager
Steve Johnson, Assistant General Manager
Esther Saenz, Finance Director
Kris Hopping, Human Resources Director
Sylvia Baca, Asst. Secretary of the Board
Jamie Hoffman, Senior Admin. Assistant
David Tate, Operations & Engineering Manager
Eddie Gonzalez, Facilities & Safety Officer
Sarah Rapolla, Sr. Water Resources Specialist

Consultants via
Teleconference: Mike Riddell, Best Best & Krieger
Ashley Metzger, Regional Government Services

Public: Patricia G. Oygar, Former Board Director
James Cioffi, Former Board Director
Joseph K. Stuart, Former Board Director
F. Thomas Kieley III, Former Board Director

President Ortega opened the meeting at 8:00 a.m. and asked
Director Bloomer to lead the Pledge of Allegiance. **Pledge of Allegiance**

President Ortega called upon Senior Administrative Assistant
Hoffman to conduct the roll call: **Roll Call**

Present: Bloomer, McKenna, Bowman, Ortega

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

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

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

Public Comment on Items Listed on the Agenda

Former Board Director F. Thomas Kieley III expressed his appreciation for the past Board members, Patricia Oygat, James Cioffi, and Joseph K. Stuart. Mr. Kieley also congratulated General Manager Krause on his retirement and thanked him for his 29 years of service.

F. Thomas Kieley III

President Ortega called for approval of the Consent Calendar. He noted that Consent Calendar Items 6-A through 6-C are expected to be routine and to be acted upon by the Board of Directors at one time without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be presented separately.

Approval of the Consent Calendar

- A. Approve Minutes of the February 6, 2024 Regular Board Meeting
- B. Receive and File – Minutes of the February 15, 2024 Executive Committee Meeting
- C. Receive and File – January 2024 Outreach & Conservation Activities & Events

- A. Approve Minutes of 2/6/24 Regular Board Mtg.
- B. Receive & File Minutes of the 2/15/24 Executive Comm. Mtg.
- C. Receive & File January 2024 O&C Activities & Events

Director Bloomer moved for approval of Consent Calendar Items 6A through 6C. After a second by Vice President Bowman, the motion carried by the following roll call vote:

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

General Manager Krause presented the staff report.

Action Items:

7A- Request Adoption of Resolution No. 1315 Extending Appreciation to Patricia G. Oygat

President Ortega presented and read aloud Resolution No's. 1315 – 1317.

Former Board Director Patricia Oygat expressed her gratitude to the Agency.

Director Grasha arrived at 8:12 a.m.

Former Board Director James Cioffi thanked the Agency and noted how serving on the Board was one of the highlights of his life.

7B- Request Adoption of Resolution No. 1316 Extending Appreciation to James Cioffi

Former Board Director Joseph K. Stuart thanked the Agency for his time on the Board and the opportunity to be a part of such a great organization.

7C- Request Adoption of Resolution No. 1317 Appreciation to Joseph K. Stuart

Director Bloomer moved for approval to Adopt Resolution No's. 1315 - 1317, extending appreciation to former Board Directors, Patricia G. Oygat, James Cioffi, and Joseph K. Stuart. After a second by Secretary-Treasurer McKenna, the motion carried by the following roll call vote:

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

Action Items:

(Cont.)

7A- Request Adoption of Resolution No. 1315
 Extending Appreciation to Patricia G. Oygat

7B- Request Adoption of Resolution No. 1316
 Extending Appreciation to James Cioffi

7C- Request Adoption of Resolution No. 1317
 Appreciation to Joseph K. Stuart

**RESOLUTION NO. 1315
 A RESOLUTION OF THE BOARD OF DIRECTORS
 OF THE DESERT WATER AGENCY
 EXTENDING APPRECIATION TO
 PATRICIA G. OYGAT
 FOR DEDICATED SERVICE**

**RESOLUTION NO. 1316
 A RESOLUTION OF THE BOARD OF DIRECTORS
 OF THE DESERT WATER AGENCY
 EXTENDING APPRECIATION TO
 JAMES CIOFFI
 FOR DEDICATED SERVICE**

**RESOLUTION NO. 1317
 A RESOLUTION OF THE BOARD OF DIRECTORS
 OF THE DESERT WATER AGENCY
 EXTENDING APPRECIATION TO
 JOSEPH K. STUART
 FOR DEDICATED SERVICE**

President Ortega presented the staff report and read aloud Resolution No. 1318.

General Manager Krause thanked the Board and staff and expressed how proud he is to have had the opportunity to work at the Agency.

Director Bloomer moved to adopt Resolution No. 1318 granting retirement status to Mark S. Krause. After a second by Director Grasha, the motion carried by the following roll call vote:

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

7D- Request Adoption of Resolution No. 1318
 Granting Retirement Status to Mark S. Krause

RESOLUTION NO. 1318
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DESERT WATER AGENCY
GRANTING RETIREMENT STATUS TO
MARK S. KRAUSE

Action items:

(Cont.)

7D- Request Adoption
of Resolution No. 1318
Granting Retirement
Status to Mark S.
Krause

Operations and Engineering Manager Tate presented the staff report.

Director Bloomer moved to accept as required by Resolution No. 1312, the Board's declaration of a Local Emergency. Additionally, to approve the grading contract with Weaver Grading for \$304,250.00. After a second by Secretary-Treasurer McKenna, the motion carried by the following roll call vote:

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

7E – Request
Authorization to
Continue Emergency
Repair Work at DWA
Facilities Under Reso.
No. 1312, Reallocate
Existing Maintenance
Funds and Enter into a
Contract with Weaver
Grading for Emergency
Grading Services at
Mission Creek
Groundwater
Replenishment Facility

Senior Water Resources Specialist Rapolla presented the staff report.

Director Bloomer moved to adopt Resolution No. 1320 designating authorized agents to execute agreements with the Governor's Office of Emergency Services for disaster remediation along with any related documents. After a second by Vice President Bowman, the motion carried by the following roll call vote:

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

7F- Request Adoption
of Resolution No. 1320
Designating
Authorized Agents to
Execute Agreements
with the Governor's
Office of Emergency
Services for Disaster
Remediation

Assistant General Manager Johnson presented the staff report.

Discussion ensued regarding hosting the summer 2024 Groundwater Management District (GMDA) conference. The Board directed staff to inform GMDA that the Agency is willing to host a future event.

Discussion Item:

Hosting Summer 2024
Groundwater
Management District
Association (GMDA)
Conference

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

General Manager's Report

Director Grasha noted his attendance at the February 8 DVBA luncheon.

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

Vice President Bowman noted his attendance at the February 15 Executive Committee meeting, and the February 15 MSWD Study Session,

President Ortega noted his attendance at the February 15 Executive Committee meeting

The Board expressed their appreciation to General Manager Krause for his time and dedication with the Agency.

Directors Comments/Requests

At 9:40 a.m., President Ortega convened into Closed Session for the purpose of Conference with Legal Counsel, (A) Existing Litigation, Pursuant to Government Code Section 54956.9 (d) (1), Mission Springs Water District vs. Desert Water Agency; (B) Existing Litigation, Pursuant to Government Code Section 54956.9 (d) (1), AT&T vs. County of Riverside; (C) Conference with Legal Counsel, Possible Intervention in Existing Litigation, Pursuant to Government Code Section 54956.9 (d) (4), Southern California Edison vs. California State Board of Equalization, et al; (D) 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), (E) Public Employment, Pursuant to Government Code Section 54957, Unrepresented Employee: General Manager, and (F) Conference with Real Property Negotiators, pursuant to Government Code Section 54956.8 Property: APN# 680-180-029, Agency Negotiators: Mark S. Krause, General Manager and Steve Johnson, Assistant General Manager, Negotiating Parties: Desert Water Agency and The Palm Springs Surf Club, Under Negotiations: Possible Easement Agreement.

Closed Session:

A. Existing Litigation – MSWD vs. DWA, et al
B. Existing Litigation - AT&T vs. County of Riverside
C. Possible Intervention in Existing Litigation – So. Cal. Edison vs. CA State Board of Equalization, et al
D. Existing Litigation – ACBCI vs. CVWD, et al. (2 Cases)
E. Public Employment – Unrepresented Employee: General Manager
F. Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8 APN# 680-180-029

At 11:14 a.m., President Ortega reconvened the meeting into open session and announced there was no reportable action.

Reconvene – No Reportable Action

In the absence of any further business, President Ortega adjourned the meeting at 11:15 a.m.

Adjournment

Sylvia Baca, MMC
Assistant Secretary of the Board

Executive Committee Meeting Minutes
February 29, 2024

Directors Present: Paul Ortega, Steve Grasha
Staff Present: Steve Johnson, David Tate, Sylvia Baca, Jamie Hoffman,
Kris Hopping

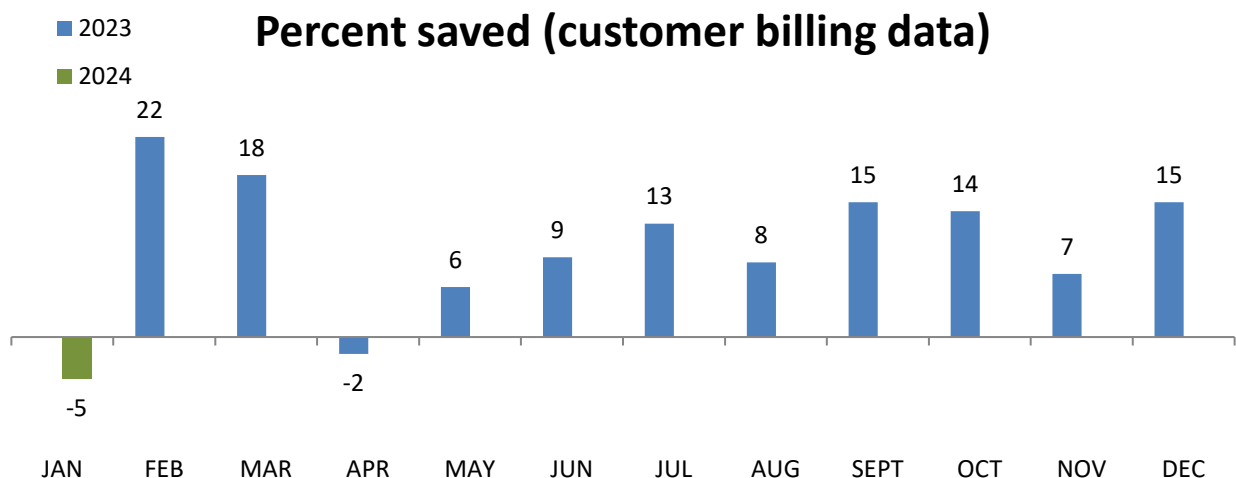
1. Call to Order
2. Public Comments
None
3. Discussion Items
 - A. Review Agenda for March 5, 2024 Board Meeting
The proposed agenda for the March 5, 2024 meeting was reviewed.
 - B. Review Regional Government Services Contract
Staff provided the Committee with options regarding the contract.
 - C. PFAS Update
Staff provided the Committee with an update regarding the Class Action Lawsuits regarding PFAS Contamination.
4. Adjourn

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

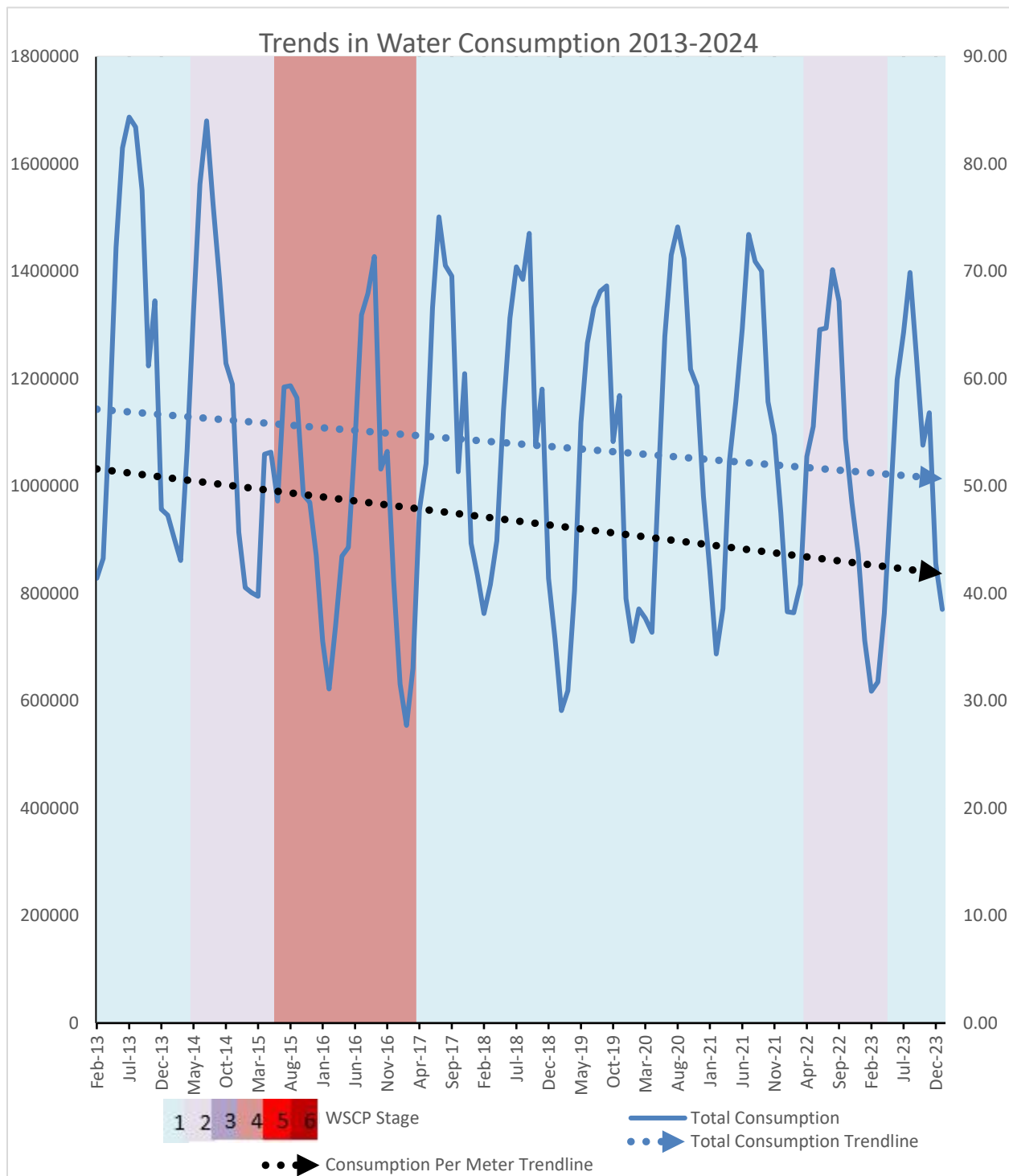
MARCH 5, 2024

RE: JANUARY 2024 WATER USE REDUCTION FIGURES

Desert Water Agency customers increased water consumption per meter by 5% during January 2024 compared to the same month in 2020 – the baseline year the State Water Resources Control Board (State Water Board) used to measure statewide conservation achievements during the 2020-2022 drought. Precipitation is a major contributor to winter water usage. The dry conditions of late December 2023 and January 2024 likely contributed to the increase in water usage. The graph below shows how recent use compares to the same months in 2020, which is a difficult year to use as a baseline because of the impacts of COVID-19.



Over the past 12 months, consumption per meter has been trending 11% lower compared to 2020. DWA is committed to conservation and has met the goals of many voluntary and mandatory calls for conservation such as SB X7-7 (20% by 2020). The Making Water Conservation a California Way of Life regulation (currently in draft form) will provide DWA with a water use objective – in essence, an agency-wide water budget. This will inform DWA's future water conservation objectives.



The graph above shows total monthly water consumption trending downward over time. It also shows that water use *per meter* is trending downward even faster. This indicates significant conservation gains given that population and business grew while water consumption continued to decline. The graph also highlights Water Shortage Contingency Plan (WSCP) levels.

Jan 2024 conservation per meter percentage	-5%
Jan 2024 consumption per meter	32 HCF
Jan 2020 consumption per meter	31 HCF
Jan 2024 gross consumption conservation percentage	-8%
Jan 2024 metered potable consumption	1769 AF
Jan 2020 metered potable consumption	1633 AF
The percentage of the Total Monthly Potable Water Consumption going to residential use only for the reporting month	73%
Population (estimated and inclusive of seasonal residents)	74,807
Estimated R-GPCD	182
Number of public complaints of water waste or violation of conservation rules received during the reporting month.	43
Number of contacts with customers for actual/alleged water waste or for a violation of conservation rules.	13
Number of field visits for water waste follow up.	20
Number of citations for violation of conservation rules.	7

STATE WATER CONTRACTORS MEETING

February 15, 2024

I. DRAFT OBJECTIVES FOR UPCOMING YEAR

- (a) Not many changes from last year
 - Business processes
 - Energy: SB 1020 green energy legislation projected to cost more than \$1 Billion
 - Infrastructure: Aqueduct subsidence and storage opportunities remain big issues
 - Public outreach very much a priority
 - Science: Life cycle models and outflow studies
 - SWC management

II. DRAFT BUDGET FOR UPCOMING YEAR

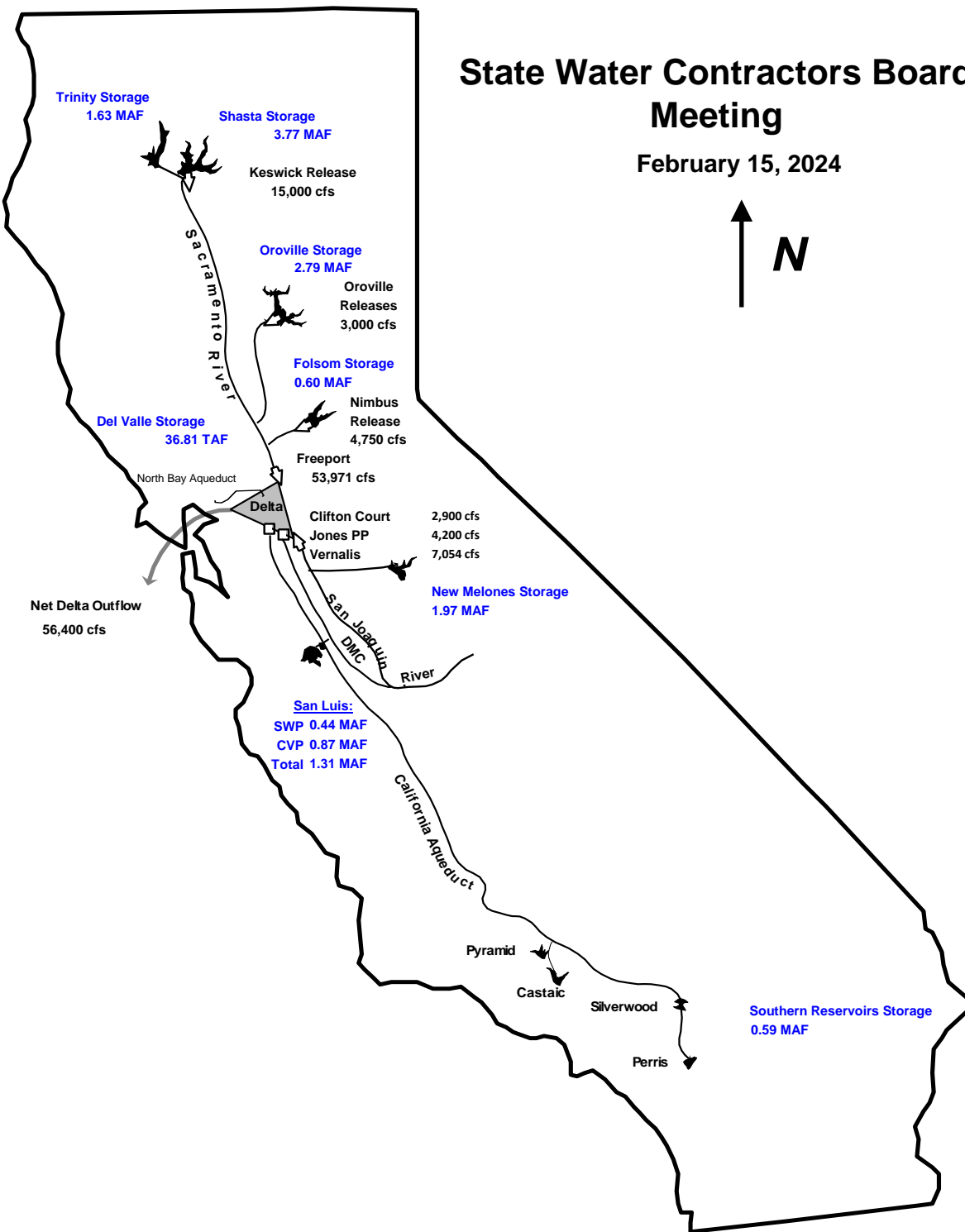
- (a) Board members seem to favor keeping overall dues the same, possibly a bit lower
 - Existing reserves would be drawn down a bit
- (b) Projected increases in legal expenses due to Bay-Delta litigation
- (c) Budget will be further refined and brought back at May Board meeting

III. SWP WATER SUPPLY

- (a) Outlook
 - Series of storms coming, should add 4-6" of snow in the Sierra
 - Greater than normal precipitation in near term
- (b) Current conditions
 - Precipitation thus far remains below average for all 3 hydrologic areas
 - Snowpack is 70-80% of average for this time of year
- (c) Storage
 - Major reservoirs above average for this time of year
 - Storage in Oroville about 2.8 MAF
 - San Luis storage at about 445,000 AF (State share), up about 70,000 AF
- (d) Flows into Delta
 - Relatively high currently in both Sacramento and San Joaquin Rivers
 - Salvage of steelhead trout is affecting diversions from Delta
 - Current diversions are at about 2,800 cfs for SWP

State Water Contractors Board Meeting

February 15, 2024

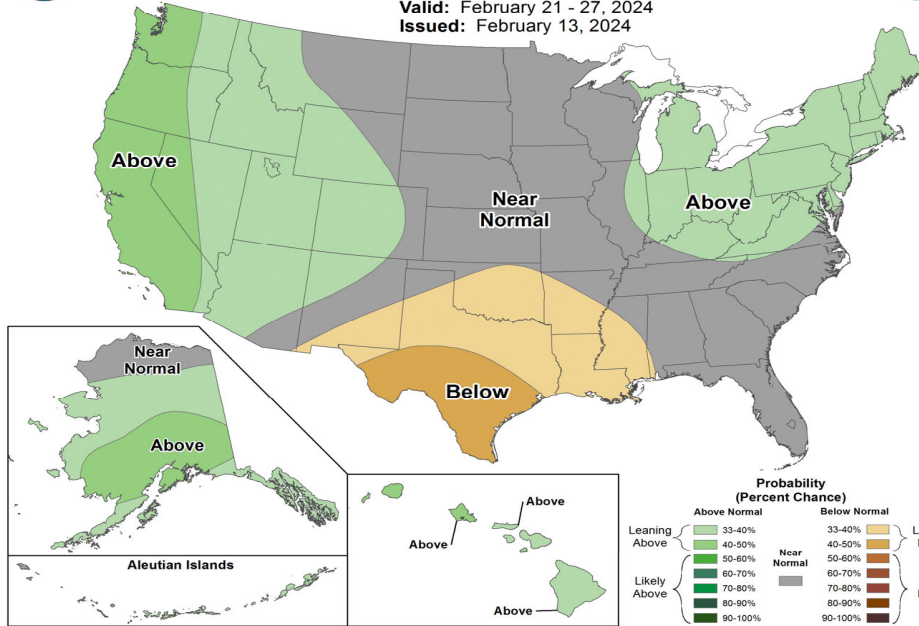


Precipitation Outlooks



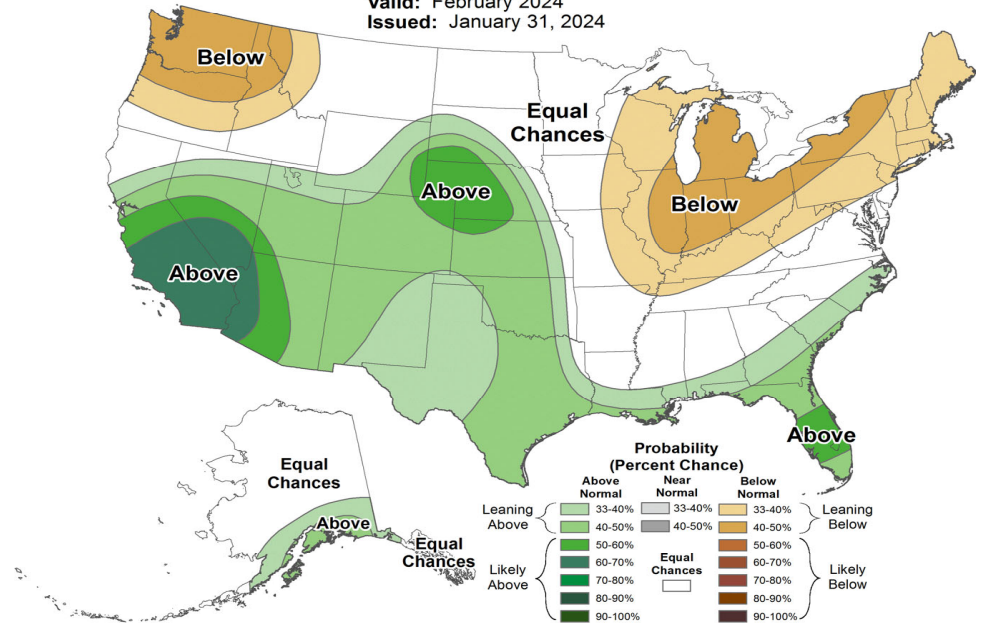
8-14 Day Precipitation Outlook

Valid: February 21 - 27, 2024
Issued: February 13, 2024



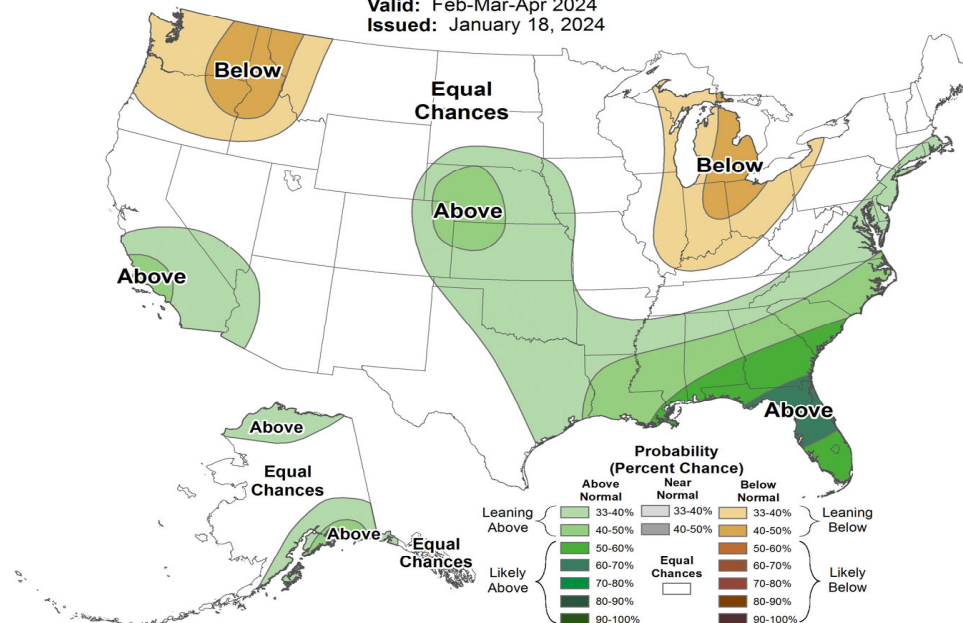
Monthly Precipitation Outlook

Valid: February 2024
Issued: January 31, 2024



Seasonal Precipitation Outlook

Valid: Feb-Mar-Apr 2024
Issued: January 18, 2024



Temperature Outlooks



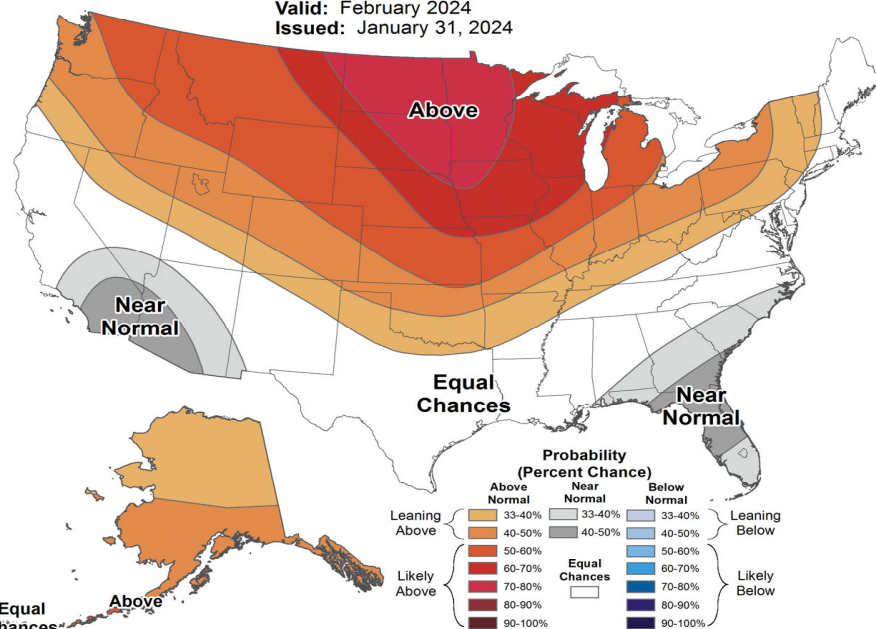
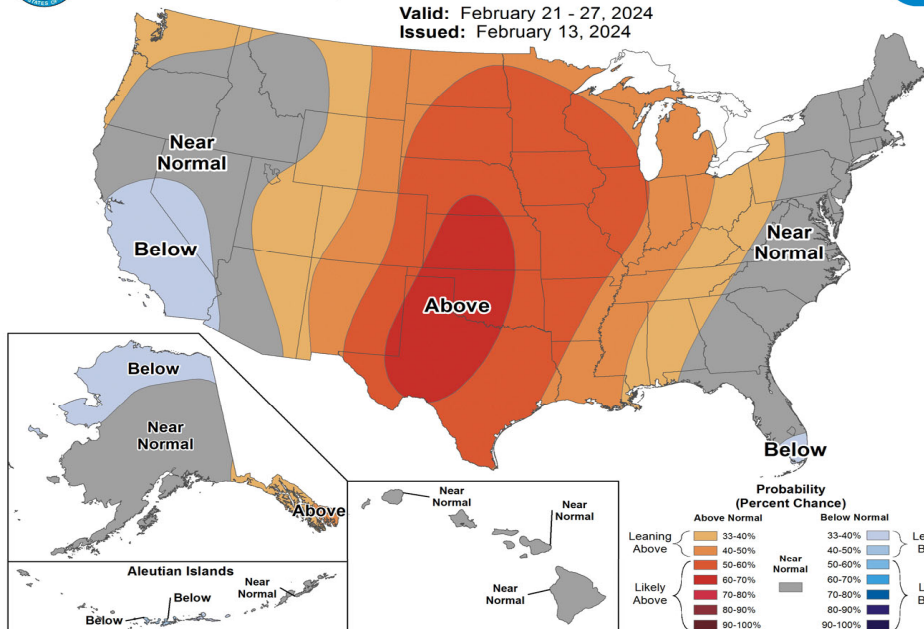
8-14 Day Temperature Outlook

Valid: February 21 - 27, 2024
Issued: February 13, 2024



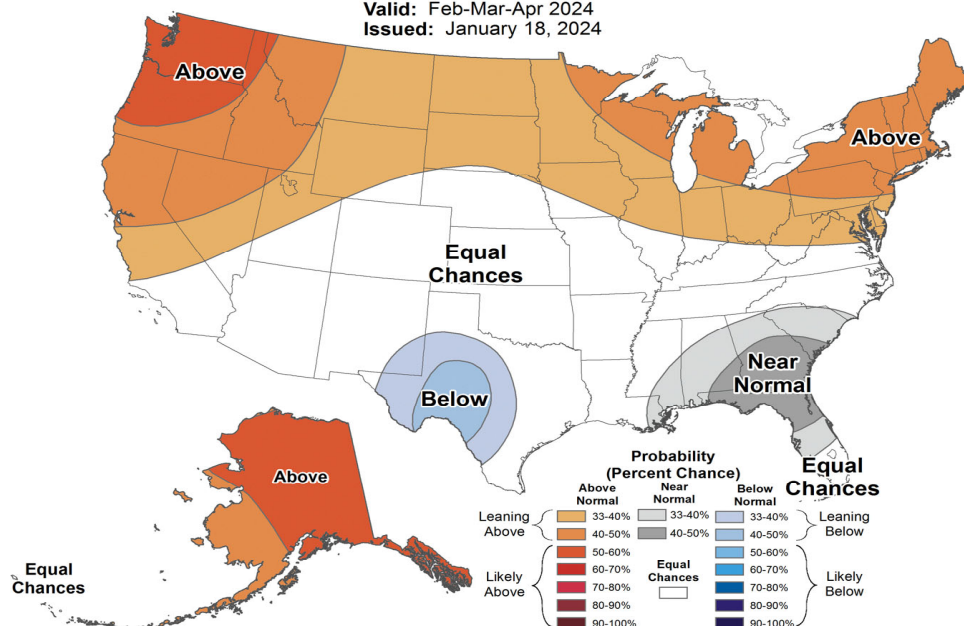
Monthly Temperature Outlook

Valid: February 2024
Issued: January 31, 2024



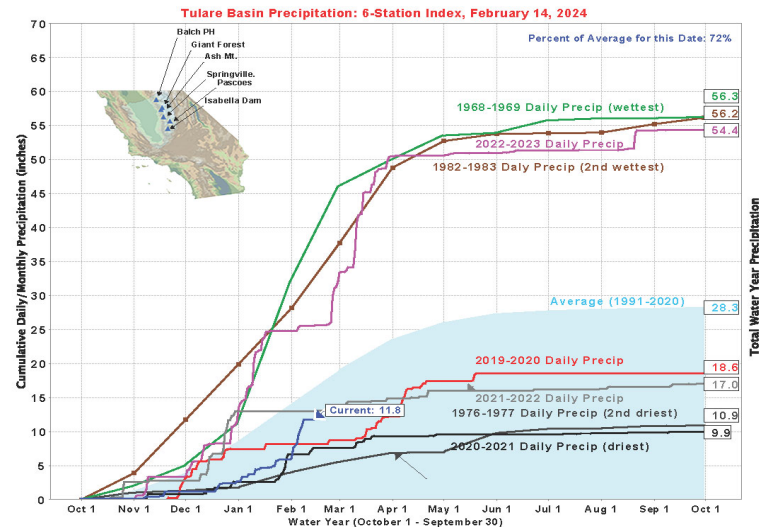
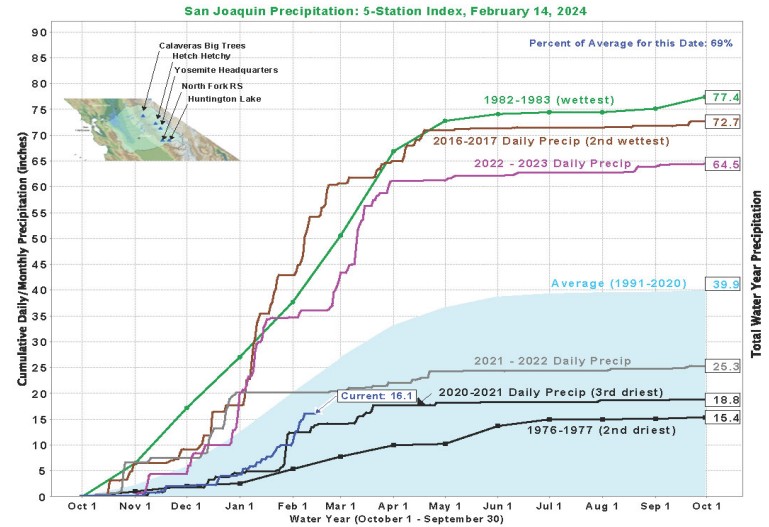
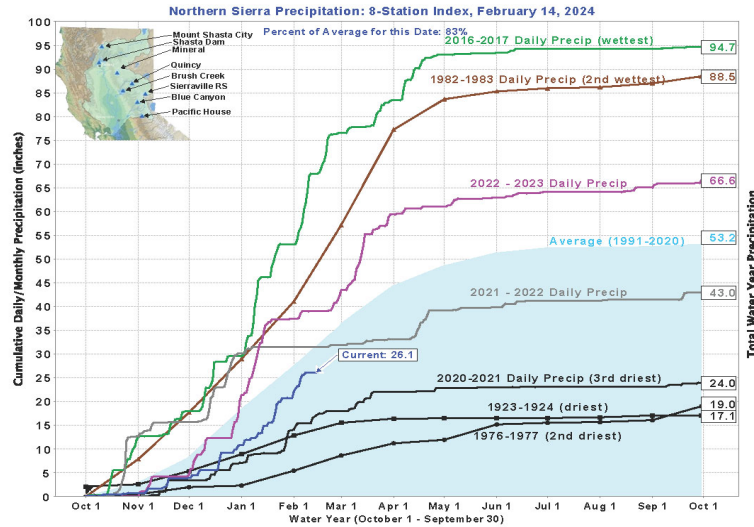
Seasonal Temperature Outlook

Valid: Feb-Mar-Apr 2024
Issued: January 18, 2024

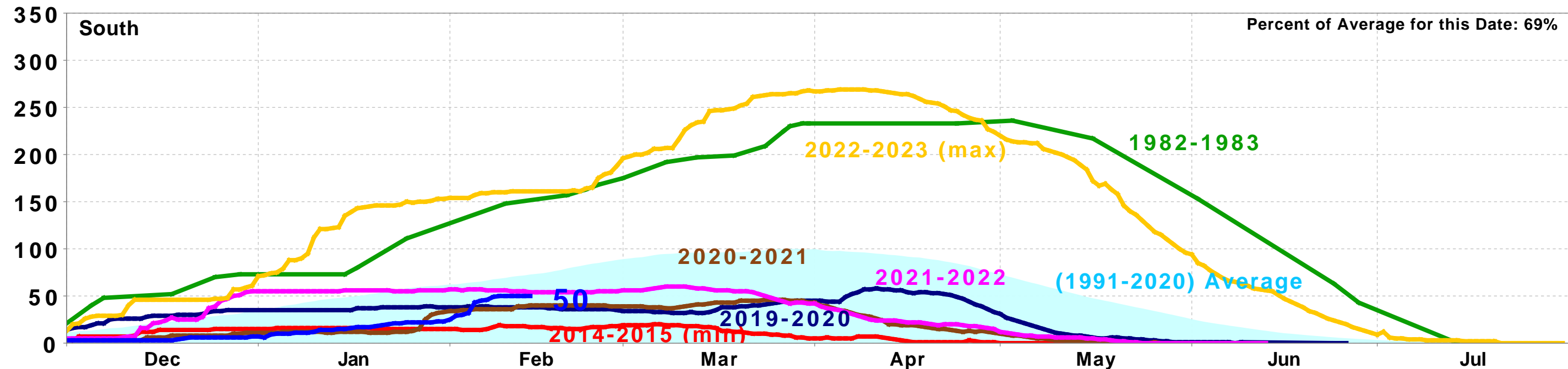
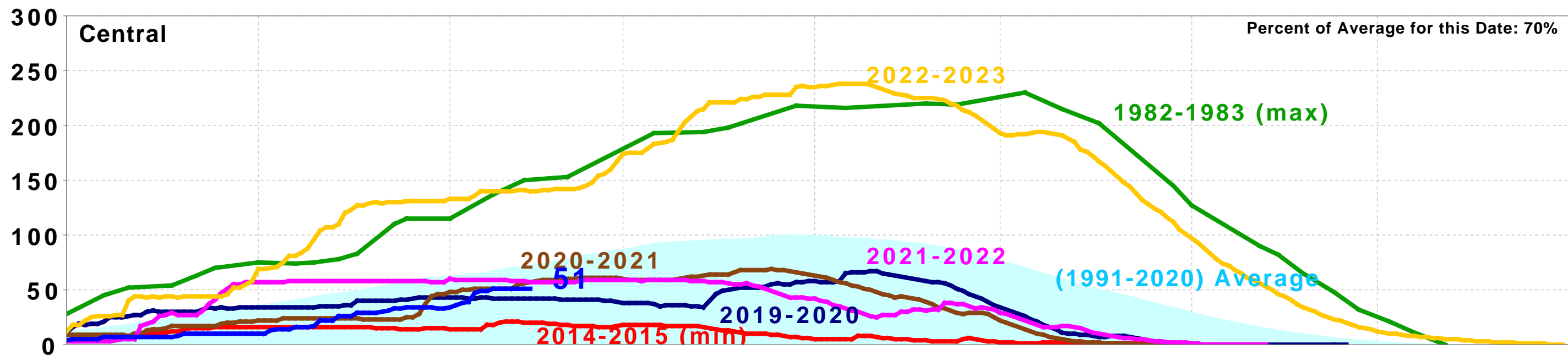
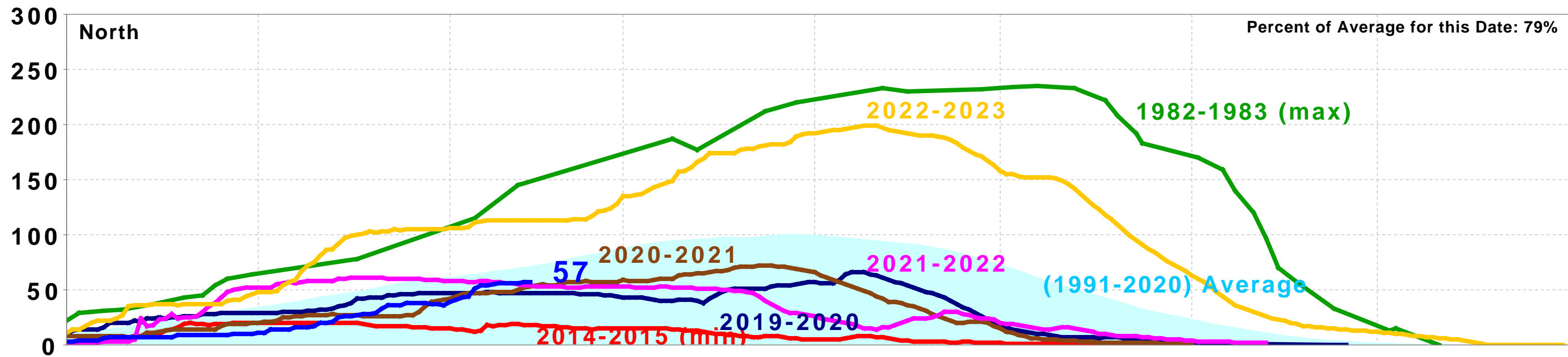


Statewide Precipitation Conditions as of 02/14/2024

	Northern Sierra 8-Station Index inches (%)	San Joaquin 5-Station Index inches (%)	Tulare Lake 6-Station Index inches (%)
October	0.8" (28%)	0.2" (9%)	0.2" (16%)
November	3.2" (60%)	1.9" (52%)	1.0" (38%)
December	6.9" (69%)	2.3" (35%)	1.5" (32%)
January	11.3" (124%)	6.2" (80%)	3.4" (61%)
February	5.3" (59%)	6.2" (89%)	5.9" (115%)
March			
April			
May			
June			
July			
August			
September			
Season-to-Date	26.1" (82%)	16.1" (69%)	11.8" (71%)
WY Average	53.2" (51%)	40.0" (42%)	29.3" (44%)



California Snow Water Content, February 14, 2024, Percent of April 1 Average



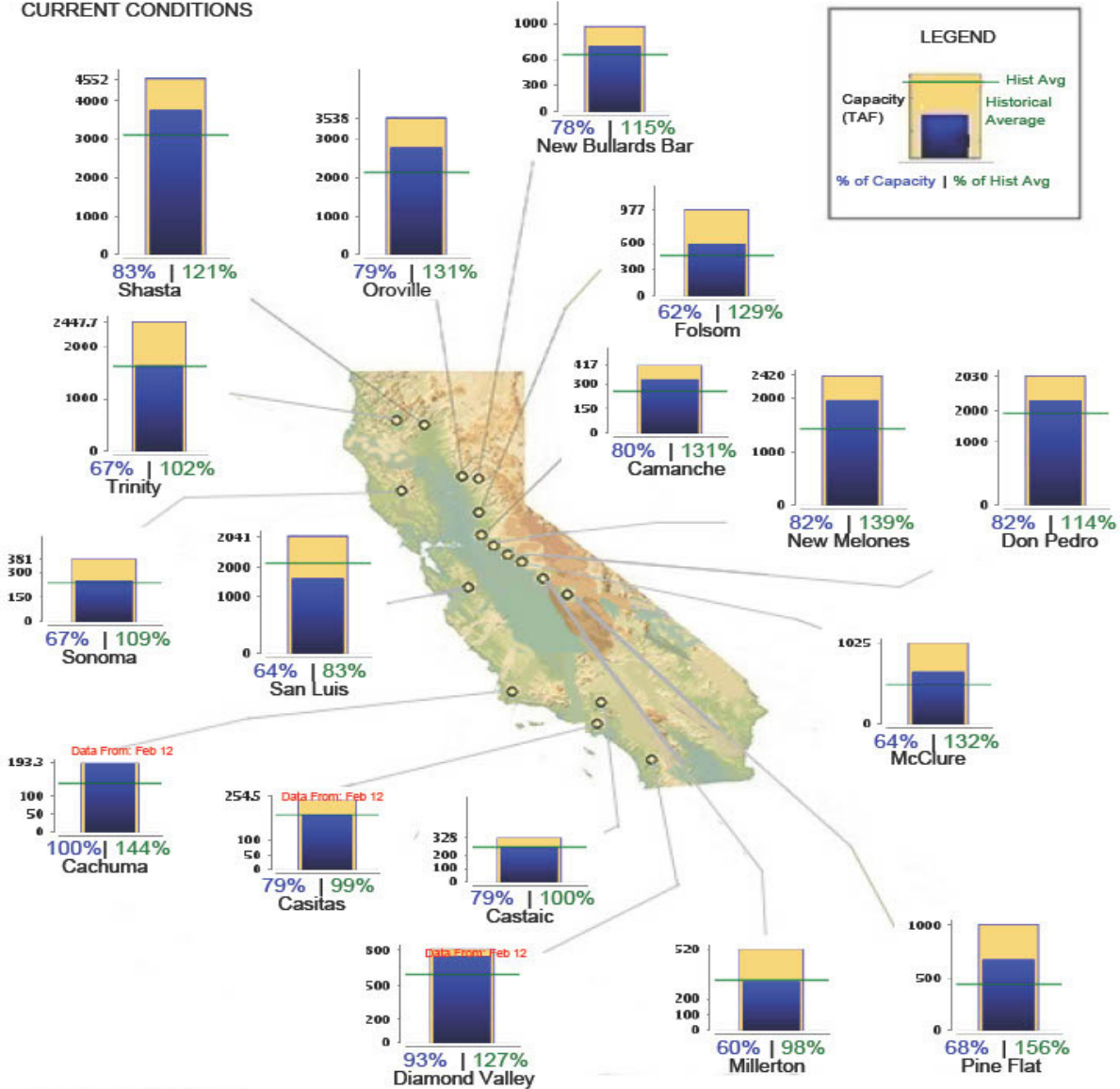
Statewide Percent of April 1: 53%

Statewide Percent of Average for Date: 73%



CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS
CURRENT CONDITIONS

Midnight - February 13, 2024



	Storage (TAF)	% Average
Shasta	3,767	121%
Oroville	2,792	131%
Folsom	602	129%
San Luis	1,314	83%

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

MARCH 5, 2024

**RE: REQUEST BOARD AUTHORIZATION TO CONTINUE
EMERGENCY REPAIR WORK AT DWA FACILITIES UNDER
RESOLUTION NO. 1312**

On September 19, 2023, the Board adopted Resolution No. 1312 declaring a local emergency that requires emergency repairs to Agency facilities due to Tropical Storm Hilary. As required by the resolution, the following is an update on the repairs:

The following repair work has been done:

Whitewater Headworks:

- Graded road into site.
- Repaired 4" pump and re-established water supply to customers, at reduced delivery flow rate.
- Cleaned out concrete settling structure and transmission main.
- Replaced the fence surrounding the settling structure.
- Working with FEMA on disaster relief.

Mission Creek Groundwater Replenishment Facility:

- Completed aerial survey of work zone area.
- Received CAD mapping from aerial survey consultant.
- Installed K-Rail barriers to secure the site from vehicular traffic.
- Prepared grading plan for the removal of the sediment in the debris basin.
- Scheduling grading contractor to relocate sediment to widen existing levee and install rip-rap slope protection.
- Working with FEMA on disaster relief.

The General Manager has determined that the damage to Agency facilities warrants the continuation of work under a Local Emergency, as outlined in Resolution No. 1312.

Fiscal Impact:

The declaration of work under a Local Emergency does not have a fiscal impact, rather, it allows the Agency to expedite repairs according to the Uniform Public Construction Cost Accounting Act.

Legal Review:

N/A

Recommendation:

Staff recommends, as required by Resolution No. 1312, the Board's concurrence that the continued work to repair Agency facilities shall occur under the Board's declaration of a Local Emergency.

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

MARCH 5, 2024

**RE: REQUEST ADOPTION OF RESOLUTION NO. 1321 ADOPTING A
RETIREE MEDICAL BENEFIT FOR EMPLOYEES OF DESERT
WATER AGENCY HIRED AFTER MAY 1, 2007**

Desert Water Agency offers fully paid medical benefits to employees who were hired prior to May 1, 2007, and who retire at age 50 or higher with 12 or more years of service. Employees hired after May 1, 2007 are not eligible to receive retiree medical coverage upon retirement regardless of age and years of service.

There has been an increase in employee turnover with staff resigning to work for other local water agencies. One of the reasons given for their resignations in each case was the lack of a retiree medical benefit. Staff completed a benefits survey and found that other local water districts are offering retiree medical coverage as a part of their benefits packages.

At the November 28, 2023 Human Resources Committee meeting and the December 4, 2023 Finance Committee meeting, Staff was given support to open negotiations with the Desert Water Agency Employee's Association to develop a retiree medical plan for employees who were hired after May 1, 2007, retire after 12 or more years of service with Desert Water Agency, and who meet age eligibility to retire per their CalPERS formula. Management proposed that for eligible employees, the Agency will pay 80% of medical insurance premiums and retirees will be required to pay 20% to stay on the plan. Coverage will end when the retiree becomes eligible for Medicare. After negotiations between Management and DWAEA, the employees voted unanimously to support the proposed retiree medical plan.

Fiscal Impact:

There will be no fiscal impact to the 2023/2024 budget. The total fiscal impact will be approximately \$184,000 annually over the projected plan period. Once turnover costs are taken into consideration, Desert Water Agency could realize a \$162,000 net savings per year over the projected plan period. Finance Director Saenz has reviewed this report.

Legal Review:

N/A

Recommendation:

Staff recommends that the Board of Directors adopt Resolution No. 1321 Adopting a Retiree Medical Plan for Desert Water Agency employees hired after May 1, 2007.

Attachments:

Attachment #1 – Resolution No. 1321

RESOLUTION NO. 1321

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DESERT WATER AGENCY AUTHORIZING PAYMENT OF MEDICAL, DENTAL, AND VISION AND LIFE INSURANCE BENEFITS FOR EMPLOYEES

WHEREAS, California Government Code Sections 53200 through 53210 authorize the legislative body of a local agency, subject to such conditions as may be established by it, to provide health and welfare benefits for its employees, retired employees and their eligible family members; and

WHEREAS, California Government Code Sections 53205 and 53205.1 allow the legislative body of a local agency to authorize payment of premiums for such health and welfare benefits from funds under its jurisdiction; and

WHEREAS, California Government Code Section 53201 has been amended to limit the health and welfare benefits that may be provided at Agency expense in the future;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Desert Water Agency ("DWA") that as of the date of this resolution, the Agency's policy regarding payment of health care benefits shall be as follows:

1. Effective April 1, 2024 Desert Water Agency employees will be eligible for DWA medical, dental, vision, life and all voluntary supplemental group insurance benefits on the 1st of the month following 30 days of continuous service.

The Agency will pay 100% of the medical, dental, and vision premiums for employee only coverage. DWA will pay 80% towards dependent medical, dental, and vision premiums for employees hired after May 1, 2007. Employees will pay the remaining 20% of the premiums for dependent medical, dental, and vision coverage.

2. For employees who retire with twelve (12) or more years of service with Desert Water Agency and at the minimum ages shown below, DWA will pay a portion of the medical insurance premiums for the retiree and eligible dependents, until eligible for Medicare. The retiree will be eligible to maintain the dependents that are on his/her plan at the time of retirement as long as the dependents remain eligible for coverage. The remaining portion of the premiums will be paid for by the retiree on a monthly basis. The premiums will be shared as follows:
 - CalPERS Classic members who retire at 55 or older will pay 20% of the total medical premium and Desert Water Agency will pay 80% of the total medical premium, until eligible for Medicare.

- CalPERS PEPPRA Members who retire at 60 or older will receive retiree medical benefits as follows:

Age at retirement	Retiree Share of Medical Premiums	DWA Share of Medical Premiums
60	30%	70%
61	25%	75%
62 or older until eligible for Medicare	20%	80%

3. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.
4. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.
5. Employees must enroll in the medical plan they wish to remain on post-employment during the Open Enrollment period prior to retirement. Allowed changes:
 1. Retirees may disenroll at any time but may not reenroll at a later date.
 2. Retirees may delete a dependent at any time but may not reenroll the dependent at a later date.
 3. If a retiree is on an Anthem HMO or Kaiser HMO plan and relocates to an address outside of the HMO service area, he/she will be given an opportunity to enroll in a nationwide PPO plan. If the retiree moves back into the HMO service area, the retiree may reenroll in the HMO.
 4. Retirees may add dependents that were not covered by the plan at the time of retirement only if there is a HIPAA qualifying event and the dependent can show proof of continuous coverage since loss of coverage under JPIA's plan.
 5. Surviving spouses are eligible to continue medical coverage as long as they continue to pay their portion of the premium on a monthly basis to DWA. Surviving spouse benefits are limited to the spouse who was enrolled on the plan at the time the employee retired.
 6. Coverage under DWA's plans for retirees and surviving spouses will cease when they reach the age for Medicare eligibility.

6. Existing active employees hired prior to May 1, 2007, and existing retirees will continue to receive the same medical, dental, vision and life coverage as provided prior to May 1, 2007; full medical, dental and vision insurance coverage will be provided to the employee and their dependent(s) at the Agency's expense as outlined below:

Specifically, as provided in Resolution Nos. 634, 765 and 787, health insurance will be provided to an existing employee (and their spouse and dependents) who is age 50 or greater, has attained 12 years of continuous service, and has retired from the Agency. The Agency will also extend health coverage to eligible family members of a deceased employee (employed at the time of death) as long as the employee was age 50 or greater and had attained 12 years of continuous service with the agency at the time of death.

For employees hired prior to May 1, 2007, who have achieved 25 years of continuous service to the Agency and who are age 50 or greater at the time of retirement from the Agency will be provided medical, dental and vision insurance. Medical, dental and vision insurance will also be provided to a retiree's eligible spouse and dependents.

7. Effective July 1, 2023, all newly hired employees (after 2 years of continuous service), will be provided a Deferred Compensation Account through the Agency's Deferred Compensation provider. The provision for establishing Deferred Compensation accounts for employees hired after May 1, 2007 serves as a means for providing a financial supplement for health insurance costs to those employees following their retirement/departure from the Agency.*

Under this provision, the Agency will deposit \$160 per month into the employee's account for the length of the employee's term of service to the Agency. At the time the employee departs the Agency (under any condition, i.e., retirement, disability, termination, etc.), those funds will be available for withdrawal by the employee under the terms established by the Deferred Compensation provider.

If the employee wishes to contribute additional monies to their Deferred Compensation account, they may do so through automatic payroll deductions, with combined contributions from both the employer and the employee not to exceed the allowable annual maximum.

* This benefit will not be available to employees hired prior to May 1, 2007.

However, *all* employees of the Agency, regardless of their date of hire, may (continue to) voluntarily establish and contribute to a deferred compensation account through payroll deduction.

8. Any and all policies regarding benefits during any approved leave shall remain in accordance with the established DWA policy and procedures.
9. Any and all COBRA benefits eligibility shall remain in accordance with DWA established policy and Federal COBRA regulations.

ADOPTED this 5th day of March, 2024 with an effective date of April 1, 2024.

Paul Ortega, President

ATTEST:

Gerald McKenna, Secretary-Treasurer

DRAFT 2-7-2024

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

MARCH 5, 2024

**RE: REQUEST ADOPTION OF REVISED POSITION CLASSIFICATION
LISTING AND SALARY CHART DATED FEBRUARY 2024**

Attached for the Board's review and adoption is the revised position classification listing and salary chart. This document has been revised to reflect the new salary for the General Manager.

All changes to the classification listing and salary chart must be approved by the Board of Directors in accordance with CalPERS regulations.

Fiscal Impact:

None

Legal Review:

N/A

Recommendation:

Staff recommends that the Board of Directors accept and adopt the revised Salary Classification Listing and Salary Chart as presented, effective the pay period which includes February 22, 2024.

Attachments:

Attachment #1 – Amended DWA Job Classification and Salary Chart

Desert Water Agency
Position Classification and Monthly Salary Schedule
Effective 2/16/2024 for RDO2 Pay Period Employees. Effective 2/09/2024 for RDO1 and Classic Pay Period Employees.

DEPARTMENT	POSITION TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING	Account Clerk I	24	\$4,473	\$4,703	\$4,930	\$5,189	\$5,445
	Account Clerk II	31	\$5,315	\$5,588	\$5,871	\$6,172	\$6,478
	Account Clerk III	34	\$5,727	\$6,013	\$6,319	\$6,636	\$6,978
	Account Clerk/Telephone Operator	20	\$4,054	\$4,259	\$4,473	\$4,703	\$4,930
	Accountant	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
	Accounting Supervisor	55	\$9,609	\$10,091	\$10,592	\$11,130	\$11,688
	Controller	66	\$12,578	\$13,206	\$13,876	\$14,588	\$15,324
	Computer Operator I	31	\$5,315	\$5,588	\$5,871	\$6,172	\$6,478
	Computer Operator II	40	\$6,636	\$6,978	\$7,328	\$7,692	\$8,092
	Office Assistant	18	\$3,860	\$4,054	\$4,259	\$4,473	\$4,703
	Senior Account Clerk	40	\$6,636	\$6,978	\$7,328	\$7,692	\$8,092
ADMINISTRATIVE	Administrative Assistant I	33	\$5,588	\$5,871	\$6,172	\$6,478	\$6,806
	Administrative Assistant II	38	\$6,319	\$6,636	\$6,978	\$7,328	\$7,692
	Administrative Assistant III	40	\$6,636	\$6,978	\$7,328	\$7,692	\$8,092
	Executive Secretary/Assistant Secretary to the Board	54	\$9,383	\$9,854	\$10,345	\$10,868	\$11,406
	Senior Administrative Assistant	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
CONSTRUCTION - FLEET MAINTENANCE							
Construction	Assistant Construction Superintendent	53	\$9,156	\$9,609	\$10,091	\$10,592	\$11,130
	Construction Superintendent	65	\$12,276	\$12,890	\$13,545	\$14,230	\$14,952
	Equipment Operator	36	\$6,013	\$6,319	\$6,636	\$6,978	\$7,328
	Water Service Foreman	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
	Water Service Worker I	28	\$4,930	\$5,189	\$5,445	\$5,727	\$6,013
	Water Service Worker II	33	\$5,588	\$5,871	\$6,172	\$6,478	\$6,806
	Water Service Worker III	37	\$6,172	\$6,478	\$6,806	\$7,149	\$7,511
Fleet Maintenance	Fleet Mechanic Foreman	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
	Fleet Mechanic I	31	\$5,315	\$5,588	\$5,871	\$6,172	\$6,478
	Fleet Mechanic II	36	\$6,013	\$6,319	\$6,636	\$6,978	\$7,328

Desert Water Agency
Position Classification and Monthly Salary Schedule
Effective 2/16/2024 for RDO2 Pay Period Employees. Effective 2/09/2024 for RDO1 and Classic Pay Period Employees.

DEPARTMENT	POSITION TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIELD SERVICES	Field Services Representative I	34	\$5,727	\$6,013	\$6,319	\$6,636	\$6,978
	Field Services Representative II	37	\$6,172	\$6,478	\$6,806	\$7,149	\$7,511
	Field Services Supervisor	53	\$9,156	\$9,609	\$10,091	\$10,592	\$11,130
	Field Services Technician I	27	\$4,822	\$5,063	\$5,315	\$5,588	\$5,871
	Field Services Technician II	31	\$5,315	\$5,588	\$5,871	\$6,172	\$6,478
	Field Services Technician III	37	\$6,172	\$6,478	\$6,806	\$7,149	\$7,511
ENGINEERING - OPERATIONS							
Engineering	Associate Engineer	56	\$9,854	\$10,345	\$10,868	\$11,406	\$11,982
	Construction Inspector I	40	\$6,636	\$6,978	\$7,328	\$7,692	\$8,092
	Construction Inspector II	44	\$7,328	\$7,692	\$8,092	\$8,502	\$8,927
	Engineering Technician I	34	\$5,727	\$6,013	\$6,319	\$6,636	\$6,978
	Engineering Technician II	39	\$6,478	\$6,806	\$7,149	\$7,511	\$7,891
	Engineering Technician III	43	\$7,149	\$7,511	\$7,891	\$8,291	\$8,712
	Laboratory Director	53	\$9,156	\$9,609	\$10,091	\$10,592	\$11,130
	Operations and Engineering Manager	72	\$14,588	\$15,324	\$16,097	\$16,896	\$17,745
	Senior Engineer	64	\$11,982	\$12,578	\$13,206	\$13,876	\$14,588
	Senior Engineering Technician	45	\$7,511	\$7,891	\$8,291	\$8,712	\$9,156
	Staff Engineer	51	\$8,712	\$9,156	\$9,609	\$10,091	\$10,592
	GIS Specialist I	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
	GIS Specialist II	49	\$8,291	\$8,712	\$9,156	\$9,609	\$10,091
	Senior GIS Specialist	52	\$8,927	\$9,383	\$9,854	\$10,345	\$10,868
Operations	Operations Technician Foreman	51	\$8,712	\$9,156	\$9,609	\$10,091	\$10,592
	Operations Technician I	37	\$6,172	\$6,478	\$6,806	\$7,149	\$7,511
	Operations Technician II	41	\$6,806	\$7,149	\$7,511	\$7,891	\$8,291
	Operations Technician III	46	\$7,692	\$8,092	\$8,502	\$8,927	\$9,383
	Operations Technician in Training	30	\$5,189	\$5,445	\$5,727	\$6,013	\$6,319
	System Operator I	35	\$5,871	\$6,172	\$6,478	\$6,806	\$7,149
	System Operator II	38	\$6,319	\$6,636	\$6,978	\$7,328	\$7,692
	System Operator III	41	\$6,806	\$7,149	\$7,511	\$7,891	\$8,291
	System Operator in Training	30	\$5,189	\$5,445	\$5,727	\$6,013	\$6,319
	Water Operations Supervisor	60	\$10,868	\$11,406	\$11,982	\$12,578	\$13,206

Desert Water Agency
Position Classification and Monthly Salary Schedule
Effective 2/16/2024 for RDO2 Pay Period Employees. Effective 2/09/2024 for RDO1 and Classic Pay Period Employees.

DEPARTMENT	POSITION TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
WATER RESOURCES	Water Resources Manager	64	\$11,982	\$12,578	\$13,206	\$13,876	\$14,588
	Water Resources Specialist I	42	\$6,978	\$7,328	\$7,692	\$8,092	\$8,502
	Water Resources Specialist II	49	\$8,291	\$8,712	\$9,156	\$9,609	\$10,091
	Senior Water Resources Specialist	53	\$9,156	\$9,609	\$10,091	\$10,592	\$11,130
FACILITIES MAINTENANCE AND SAFETY	Facilities and Safety Officer	54	\$9,383	\$9,854	\$10,345	\$10,868	\$11,406
	Facilities and Safety Technician	43	\$7,149	\$7,511	\$7,891	\$8,291	\$8,712
INFORMATION TECHNOLOGY	Information Technology Manager	65	\$12,276	\$12,890	\$13,545	\$14,230	\$14,952
	PC Support Technician I	37	\$6,172	\$6,478	\$6,806	\$7,149	\$7,511
	PC Support Technician II	43	\$7,149	\$7,511	\$7,891	\$8,291	\$8,712
	Senior PC Support Technician	51	\$8,712	\$9,156	\$9,609	\$10,091	\$10,592
	Programmer I	50	\$8,502	\$8,927	\$9,383	\$9,854	\$10,345
	Programmer II	54	\$9,383	\$9,854	\$10,345	\$10,868	\$11,406
MANAGEMENT	General Manager	Contract	N/A	N/A	N/A	N/A	\$24,560
	Assistant General Manager	83	\$19,096	\$20,048	\$21,050	\$22,107	\$23,212
	Finance Director	81	\$18,190	\$19,096	\$20,048	\$21,050	\$22,107
	Human Resources Director	69	\$13,545	\$14,230	\$14,952	\$15,705	\$16,500
	Director of Public Affairs and Conservation	74	\$15,324	\$16,097	\$16,896	\$17,745	\$18,628
CONSERVATION	Conservation Manager	60	\$10,868	\$11,406	\$11,982	\$12,578	\$13,206
	Conservation Specialist I	38	\$6,319	\$6,636	\$6,978	\$7,328	\$7,692
	Conservation Specialist II	43	\$7,149	\$7,511	\$7,891	\$8,291	\$8,712
	Senior Conservation Specialist	47	\$7,891	\$8,291	\$8,712	\$9,156	\$9,609
	Outreach and Conservation Associate	45	\$7,511	\$7,891	\$8,291	\$8,712	\$9,156
PUBLIC AFFAIRS	Public Affairs Manager	61	\$11,130	\$11,688	\$12,276	\$12,890	\$13,545
	Outreach Specialist I	41	\$6,806	\$7,149	\$7,511	\$7,891	\$8,291
	Outreach Specialist II	45	\$7,511	\$7,891	\$8,291	\$8,712	\$9,156
	Senior Outreach Specialist	48	\$8,092	\$8,502	\$8,927	\$9,383	\$9,854
	Public Affairs and Water Planning Coordinator	42	\$6,978	\$7,328	\$7,692	\$8,092	\$8,502
SNOW CREEK SECURITY	Snow Creek Security	17	\$2,867	\$3,010	\$3,162	\$3,318	\$3,483

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

MARCH 5, 2024

RE: REQUEST AUTHORIZATION FOR GENERAL MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) AND DESERT WATER AGENCY, A GROUNDWATER SUSTAINABILITY AGENCY (GSA) UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT, TECHNICAL SUPPORT SERVICES (TSS) PROGRAM, AGREEMENT NO. 0049 (AGREEMENT)

Multiple locations in the Coachella Valley have been identified as having limited groundwater data in the shallow aquifer. To fill these data gaps, DWA, along with other GSAs in the Indio and Mission Creek Subbasins, submitted well service requests to the Department of Water Resources (DWR) Technical Support Services (TSS) program. DWR approved requests for two wells on DWA-owned parcels in the Indio Subbasin and a third well in the Mission Creek Subbasin.

On December 19, 2023, the Board authorized DWA to enter into a License Agreement with DWR for access to construct one monitoring well on each DWA-owned parcel. All work for construction and installation of the monitoring wells will be performed by DWR's subcontractor. DWR will fund construction and development of the monitoring wells.

DWA is negotiating with a private landowner for construction of the third monitoring well in the Mission Creek Subbasin. The location of this well may change depending on the outcome of negotiations.

The attached Agreement outlines the scope of work, responsibilities of each party, project schedule, and estimated budget for construction of the three monitoring wells.

DWR's roles and responsibilities include project management, resource coordination, USA clearance, environmental/cultural reviews, traffic/safety clearance, CEQA requirements, access permission, waste disposal, drilling and well construction, well development, and wellhead survey.

DWA's roles and responsibilities include obtaining drilling permits and data collection. DWA will coordinate with DWR throughout the project as needed.

Construction activities are tentatively scheduled to begin in the first quarter of calendar year 2024 with project completion in June 2025. Schedule is subject to change.

Fiscal Impact:

Funding for construction and development of the three wells will be funded through DWR's TSS program.

DWA has budgeted \$69,000 in FY 23/24 for any permitting or other required documents, material purchase, initial sampling and data collection, and other activities associated with the project.

Upon completion of the two monitoring wells on DWA-owned properties and the third well in Mission Creek subbasin, DWA will be required to collect annual samples for water quality. Water level data will be automatically recorded and downloaded via SCADA. Annual maintenance is estimated to cost \$3,750 for all three sites and would be included in future budgets beginning in FY 25/26. Finance Director Saenz has reviewed this report.

Legal Review:

Legal Counsel has reviewed this agreement.

Recommendation:

Staff recommends that the Board of Directors authorize the General Manager to enter into Agreement No. 0049 with the Department of Water Resources for construction, development, operation, and maintenance of water quality monitoring wells in the Indio and Mission Creek Subbasins.

Attachments:

Attachment #1 – Agreement between the State of California Department of Water Resources (DWR) and Desert Water Agency, a Groundwater Sustainability Agency (GSA), under the Sustainable Groundwater Management, Technical Support Services (TSS) Program Agreement No. 0049, California Water Code § 10729 Et. Seq.

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)
AND
DESERT WATER AGENCY, A GROUNDWATER SUSTAINABILITY AGENCY (GSA), UNDER THE
SUSTAINABLE GROUNDWATER MANAGEMENT, TECHNICAL SUPPORT SERVICES (TSS) PROGRAM
AGREEMENT NO. 0049
CALIFORNIA WATER CODE §10729 ET SEQ.

- 1) PURPOSE. Pursuant to Chapter 7 (commencing with Section 10729) of Division 6, Part 2.74 of the California Water Code (CWC), DWR Shall use its best efforts to provide technical assistance to a Groundwater Sustainability Agency (GSA) in response to that agency's request for assistance in the development and implementation of a Groundwater Sustainability Plan (GSP). To achieve this objective, DWR is providing in-kind and subcontracted technical services for investigating and gathering data on groundwater conditions in groundwater basins of California, hereinafter collectively referred to as "Technical Support Services" or "TSS." TSS and the data collected are instrumental in promoting water conservation and protecting groundwater resources that help GSAs achieve sustainable groundwater management within these basins.
- 2) TERM OF AGREEMENT. The term of the Agreement begins on _____, the date the Agreement is executed by DWR, and terminates upon completion of the useful life of the project which, at a minimum, is 20 years after the project is implemented, or when all the Parties' obligations under the Agreement are fully satisfied, whichever occurs earlier. Execution date is the date DWR signs the Agreement indicated on page 4.
- 3) RELATIONSHIP OF PARTIES. The GSA is solely responsible for design, operation, and maintenance of projects to be constructed by the State as described in Exhibit A to this Agreement, Work Plan, Schedule, and Budget. Review or approval of plans, specifications, bid documents, or other construction documents by DWR is solely for proper administration of the TSS by DWR and shall not be deemed to relieve or restrict responsibilities of the GSA under the Agreement. DWR may recommend modification to the designs, plans, or specifications prepared by the GSA to improve project outcomes, comply with well standards Bulletin 74-90, and/or construction efficiency. Such recommendations will be incorporated into the construction design at the GSA's sole discretion, but DWR may terminate this Agreement if it determines that failure to make the recommended changes may pose a threat to water quality.
- 4) ELIGIBILITY. In order to receive TSS, the GSA agrees to meet the following obligations:
 - a) Agree to share all data generated from the TSS with DWR and the public, including reasonable "real time" reporting of telemetered data that is collected at time intervals frequently enough to detect any daily, episodic or seasonal changes in groundwater levels that exist at the project location.
 - b) Comply with all applicable laws related to the TSS.
 - c) Agree to work in an open, inclusive, and collaborative manner toward development and implementation of a GSP or Alternative (CWC Section 10733.6).
 - d) Agree to complete GSA's volunteered responsibilities related to requested TSS within the defined timeframe.
 - e) Support, as reasonably necessary, DWR staff or contractors that are providing the TSS to help facilitate completing the project.
- 5) INDEMNIFICATION. The GSA and DWR will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions and those of its agents, subcontractors, employees, representatives and any other person acting on their behalf or at their direction, arising out of or as a result of, or in connection with this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other parties and their respective officers and agents harmless, against any or asserted liability arising out of its (and its agents, subcontractors, employees, representatives and any other person acting on their behalf or at their direction) actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed.
- 6) INDEPENDENT CAPACITY. The GSA, and the agents and employees of the GSA, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of DWR.
- 7) INSPECTIONS OF PROJECT. DWR and GSA shall each have the right to inspect all project-related work as described in Exhibit A at all reasonable times and places during the term of the Agreement. The GSA and

DWR shall include provisions ensuring such access in all their contracts entered into pursuant to its Agreement.

- 8) DEFAULT PROVISIONS. The GSA will be in default under this TSS Agreement if any of the following occur:
- a) Breaches of this TSS Agreement, or any supplement or amendment to it, or any other agreement between the GSA and DWR evidencing or securing the GSA's obligations.
 - b) Making any false warranty, representation, or statement with respect to this TSS Agreement.
 - c) Failure to operate or maintain project(s) in accordance with this TSS Agreement.
 - d) Failure to meet any of the requirements set forth in Paragraph 4, "Eligibility."
- 9) RESPONSE TO DEFAULT. Should an event of default occur, DWR shall provide a notice of default to the Local Agency and shall give the Local Agency at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Local Agency. If the Local Agency fails to cure the default within the time prescribed by the State, the State may do any of the following:
- a) Terminate any obligation to perform future project work as described in Exhibit A.
 - b) Terminate the TSS Agreement.
 - c) Take any other action that it deems necessary to protect its interests, including DWR taking over the continued operation and maintenance of the project.
- 10) ENTRY PERMIT OR OTHER DOCUMENT. For projects involving construction of improvements on publicly owned real property, including the installation of groundwater monitoring well(s), the Local Agency shall execute or obtain from the owner(s) of the real property a License Agreement (LA) or a renewable Temporary Entry Permit (TEP) document authorizing DWR's officers, employees, agents, and contractors permission to enter said owner's property with all necessary equipment to perform the work described under this Agreement in Exhibit A, including collection of data for the useful life of the project. Such work will be subject to site specific provisions to be described in the LA or TEP prior to implementation of field/construction activities. In the event that a project is to be located on privately owned real property, the Local Agency shall be responsible for acquiring any necessary easement granting property rights to conduct the project as described in this agreement and shall execute a LA or TEP providing DWR access to the site as described in this section. To the extent the Local Agency is unwilling or unable to obtain the property rights and access DWR deems as necessary to perform the work described under this Agreement in Exhibit A, DWR may terminate any obligation to perform future project work in accordance with Section 9.a above.
- 11) WORK AREA SAFETY. Prior to initiating any field work activities including initial site visits and reconnaissance, the State will perform a preliminary review of property to document the physical and environmental conditions and prepare a Job Hazards Analysis (JHA) that considers real and perceived job safety hazards related to site conditions and the work to be performed. The JHA will be reviewed and appropriately updated as site conditions and work activities progress or change. The JHA will outline any required safety precautions to be followed and any personal protective equipment to be worn for DWR staff to safely perform the work. All DWR and Local Agency officers, employees, agents, and contractors working at or visiting the project work area will be required and agree to read, be briefed on, and sign the JHA as acknowledgement of their awareness of its safety provisions before entering the work area on each day they are present.
- 12) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of projects and in consideration of the services provided by DWR, the Local Agency agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. DWR shall not be liable for any cost of such maintenance, management, operation, closure, or removal. The Local Agency or their successors may, with the written approval of DWR, transfer this responsibility to use, manage, and maintain the project. For purposes of this Agreement, "useful life" means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary

repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace, reconstruct, close in-place, or remove capital assets or basic structures. Refusal of the Local Agency to ensure operation and maintenance of the project(s) in accordance with this provision may, at the option of DWR, be considered a breach of this Agreement and may be treated as default under Paragraph 9, "Default Provisions."

- 13) DESTRUCTION OF WELLS. At any point when a well drilled for purposes of the Project shall be abandoned, the Local Agency shall destroy the abandoned well in accordance with prevailing well completion and destruction standards.
- 14) NOTIFICATION OF DWR. The Local Agency shall promptly notify DWR, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or schedule of DWR's performance under this TSS Agreement. The Local Agency agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to DWR and DWR has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this TSS Agreement that provide an opportunity for attendance and participation by DWR's representatives. The Local Agency shall make such notification at least 14 calendar days prior to the event, or if the Local Agency does not have 14 calendar days' notice, as soon as practicable.
 - c) Any inspections of completed project work by a California Professional Engineer or Geologist. The Local Agency shall notify DWR's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide DWR the opportunity to participate in the inspection, or if the Local Agency does not have 14 calendar days' notice, as soon as practicable.
- 15) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this TSS Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery of receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 16. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 16) PROJECT REPRESENTATIVES. The Project Representatives during the term of this TSS Agreement are as follows:

Department of Water Resources
Paul Gosselin
Deputy Director
Statewide Groundwater Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4781
e-mail: paul.gosselin@water.ca.gov

Desert Water Agency
Steve Johnson
General Manager
1200 South Gene Autry Trail
Palm Springs, CA 92264
Phone: (760) 323-4971 ext. 140
e-mail: sjohnson@dwa.org

Direct all inquiries to:

DWR Program Manager

Project Manager for DWA

Steven Springhorn
Supervising Engineering Geologist
Statewide Groundwater Management Office
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9273
e-mail: steven.springhorn@water.ca.gov

Sarah Rapolla
Senior Water Resources Specialist
1200 Gene Autry Trail
Palm Springs, CA 92264
Phone: (760) 323-4971 ext. 127
e-mail: SRapolla@dwa.org

DWR TSS Region Office Lead
Jack Tung
Supervising Engineering Geologist
DWR Southern Region Office
770 Fairmont Avenue, Suite 200
Glendale, CA 91203
Phone: (818) 540-8693
e-mail: Jack.Tung@water.ca.gov

DWR TSS Project Lead
Jason Preece
Senior Engineering Geologist
Sustainable Groundwater Management Office
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-7164
e-mail: jason.preece@water.ca.gov

Either party may change its Project Representative, Program Manager, or Project Manager upon written notice to the other party.

17) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this TSS Agreement by this reference:

Exhibit A – Work Plan, Schedule, and Budget
Exhibit B – Standard Conditions

IN WITNESS WHEREOF, the parties hereto have executed this TSS Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

DESERT WATER AGENCY
GROUNDWATER SUSTAINABILITY AGENCY

Paul Gosselin, Deputy Director
Statewide Groundwater Management

Steve Johnson, General Manager

Date_____

Date_____

Exhibit A
Work Plan, Schedule, and Budget

Work Plan

Project Description

The project consists of constructing three (3) single-completion groundwater monitoring wells up to 1,080 feet in depth as summarized in the following table. Coordination of project activities will be managed by DWR staff from the Southern Region Office. DWR staff will be present during all site activities to check progress, record data, and make real-time decisions.

Project Name: Coachella Valley 02	DWR Region Office: Southern (Glendale)	GSA Name: Desert Water Agency (DWA)	Property Owner Name: Desert Water Agency for G5 and G6; Friends of the Desert Mountains for MC-1
Well Locations: <u>G5:</u> 33.867689, -116.527692 APN 669-810-043 <u>G6:</u> 33.830508, -116.489833 APN 675-530-049 <u>MC-1:</u> 33.987306, -116.585833 APN 667-050-011	Pilot Borehole Depth: <u>G5:</u> 550 feet bgs <u>G6:</u> 400 feet bgs <u>MC-1:</u> 1,100 feet bgs	Target Well Screen Depths: <u>G5:</u> 300-500 feet bgs* <u>G6:</u> 250-350 feet bgs* <u>MC-1:</u> 800-1,080 feet bgs*	Well Casing Type and Diameter: Schedule 80 PVC; 4 inches
Other Services: Drilling cuttings logged by a geologist or engineer; geophysics; well development; installation of well surface completion (concrete apron and steel, traffic-rated, flush-mounted vaults)			

* Subject to change based on lithologic and geophysical logs.

Roles and Responsibilities

Task	DWR Role	GSA Role
Project Management and Resource Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USA Clearance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental/Cultural Reviews	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic/Safety Clearance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drilling Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CEQA Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Access Permission	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Waste Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drilling and Well Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Well Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Data Collection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wellhead Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1 – CEQA and Site Clearances

DWR has assessed the proposed well locations for applicability of the California Environmental Quality Act (CEQA). DWR's site evaluation included a review of information provided by the GSA and an independent on-site review. DWR determined that the project is exempt from the California Environmental Quality Act and will file a Notice of Exemption (NOE) with the Office of Planning and Research before the start of field work.

Prior to construction activities, DWR and the driller will contact Underground Service Alert (811) for Southern California and conduct utility locating, as needed, to ensure safe execution of the project's construction.

2 – Permitting

Site Entry

The project is to be located on public property and the GSA has contacted and negotiated with the property owner(s) for DWR and the GSA to cooperatively obtain a license agreement of enough size and accessibility to construct, operate, and maintain groundwater monitoring equipment as described herein for the useful life of the project.

Other

A well drilling and construction permit will be obtained by DWA.

3 – Construction Activities

Waste Disposal

For disposal of drilling waste materials, such as soil cuttings and fluids generated during drilling, DWR's drilling contractor will perform the following tasks.

1. Contain borehole water and drilling fluid within plastic-lined, 20-yard, roll-off bins to allow settling of the heavy particles (i.e., sand, silt, clay, gravel) from the lighter materials (water and suspended solids).
2. Drilling fluid and sludge not allowed to be left on-site or at a nearby DWA facility will be transported off-site with a vacuum truck for disposal at the Maitri Road Recycling, LLC waste disposal facility in Corona, California.
3. Drill cuttings will be stored on-site or disposed of at a nearby DWA property. Fluid and drill cuttings are expected to be clean and non-hazardous and will be sampled and analyzed for constituents of concern prior to disposal. Should water and soil testing reveal constituents above levels of concern, the water and cuttings will be disposed at Maitri Road Recycling, LLC located in Corona or an appropriate nearby facility. Otherwise, the drilling solids will be left on site for re-use upon final approval of the GSA and landowner.
4. Label and track waste containers, as needed.
5. Direct waste management activities, as needed.

Drilling and Well Construction

Work crews will efficiently mobilize to the work site with all equipment necessary to construct the project improvements. On the first and every day of field work, a minimum 10-minute safety meeting will be conducted by work crews to review, discuss, and sign a daily Job Hazard Analysis sheet. The following details outline the project construction for each site:

1. The work site will be set-up for efficient execution of work tasks.
2. Mud-rotary drilling, drill fluid conditioning, and drill cuttings containment will be performed to:
 - a. Set temporary or permanent steel conductor casings as necessary for safe mud-rotary drilling at each site.

- b. Drill 10-inch diameter pilot holes at each site to the target depths listed in the summary table in *Project Description* above.
 - c. Conduct geophysical surveys of the total depth of, at least, the deepest pilot borehole for: natural gamma ray; spontaneous potential; short-normal, long-normal, and lateral (point) electrical resistivity; vertical deviation; and borehole diameter (caliper log). Additional geophysical logging of other pilot boreholes will be at the discretion of field geologist based on observations during the drilling.
 - d. Construct three groundwater monitoring wells based on the targeted depths and review of lithologic and geophysical logging of the pilot boreholes.
 - i. The pilot borehole at each location will first be backfilled up to within approximately 5 feet below the bottom of the well casing with bentonite chips or pellets. Each well will have an appropriately long screen (e.g., across major aquifer materials and/or highest anticipated groundwater levels) and a 5-foot-long sump (i.e., blank casing segment and end cap below the screen).
 - ii. A surface well seal of appropriate mixture and depth to meet drilling permit requirements will be set for each well.
 - iii. Each well will be constructed using water-tight, flush-threaded, 4-inch-diameter, Schedule 80, poly-vinyl chlorinated (PVC) well casing.
 - iv. Each wellhead will be finished at the surface with a steel pipe housing with a locking cover, a minimum 4x4-foot concrete apron, and four steel bollards.
3. The following tasks will be completed under the direction of a Professional Geologist:
 - a. Supervision of the drilling, well construction, and well development operations
 - b. Logging of drill cuttings and creation of a lithologic log
 - c. Determination of the hydrostratigraphic interpretation and final well designs
 - d. Creation of final as-built well construction field diagrams
 4. Work crews will efficiently demobilize all equipment used to construct the project improvements, clean up all work-related waste and unused materials, and return work areas to their original condition.

Well Development

Well development will occur no sooner than 48 hours after each well surface seal has been completed. Well development will be accomplished by a combination of swabbing, surging, bailing, and purging of suspended solids with a submersible or air-lift pump. Well development will be performed until there is good hydraulic connection between the formation and the well screen. Termination of development is at the discretion of the DWR Engineering Geologist.

4 – Data Collection

Wellhead Reference Point Survey

DWR will have the elevation and coordinates of a permanent reference point and the ground surface at the wellhead surveyed under the direction of a California Licensed Surveyor. The reference point will: 1) be permanently marked, 2) easily transferrable to the gradations on a water level meter or tape, and 3) appropriately detailed in the surveyor's report.

Groundwater Level Measurements

After well development is complete and groundwater levels have stabilized, groundwater elevation measurements will be collected and recorded by DWR with a water level meter or tape. DWR and the GSA will then corroborate on the accuracy of the measurements. Continued groundwater monitoring and reporting to DWR data systems (SGMA or CASGEM portals, whichever is applicable) will be performed by the GSA & DWR for the useful life of the wells.

Groundwater Quality

After well development and groundwater levels have stabilized, the GSA will sample and analyze groundwater samples from each well for water quality and provide the initial sampling results to DWR for inclusion in the final report.

5 – Other Field Activities

Data Acquisition and Telemetry

Automated downhole groundwater level recording and telemetry equipment (dataloggers typically with cellular modem communication where feasible) will be installed for each of the monitoring well casings. The equipment will be purchased and installed by DWR in coordination with the GSA. The GSA or DWR will be responsible for periodically downloading groundwater level measurements from the dataloggers (typically via desktop source control and data acquisition software), verifying measurement accuracy, and maintaining the equipment for the useful life of the project. Continued groundwater monitoring and reporting of all the collected data to DWR data systems for public consumption (SGMA or CASGEM portals, whichever is applicable) will be performed by the GSA or DWR for the useful life of the project.

6 – Final Reporting

Upon completion of project construction, activities will be summarized by DWR, with applicable input from the GSA, in a final report having descriptions of project objectives, office and field activities, related outcomes, and field-collected data documentation. The report will have the following items.

- An Executive Summary
- The project title and work objective
- Names of partnering agencies
- Description of work performed and the outcome
- Log of methods used and observed lithologies during drilling
- Borehole geophysical logs
- As-built well construction diagram(s)
- Description of well development activities
- Copy of the Well Completion Report filed by the drilling contractor through DWR's Online System for Well Completion Reports
- Descriptions of any ancillary equipment installed
- Groundwater sample testing results
- Field measurements

Schedule

Task	Dates
1 – Site Clearances	April – December 2023
2 – Permitting	December 2023 – March 2024
3 – Construction Activities	February 2024 – December 2024
4 – Data Collection	June 2024 through the useful life of the project
5 – Other Field Activities	June – December 2024
6 – Final Reporting	June 2025

Budget

Budget Category	DWR Contribution	GSA Contribution	Totals
1 – Site Clearances	\$ 28,000	\$ 5,000	\$ 33,000
2 – Permitting	\$ 0	\$ 2,000	\$ 2,000
3 – Construction Activities	\$ 700,000	\$ 3,500	\$ 703,500
4 – Data Collection*	\$ 20,000	\$ 75,000	\$ 95,000
5 – Other Field Activities	\$ 25,000	\$ 0	\$ 25,000
6 – Final Reporting	\$ 20,000	\$ 0	\$ 20,000
TOTALS	\$ 793,000	\$ 85,500	\$ 878,500

*Data collection cost is the estimated cost for 20 years of groundwater level and groundwater quality monitoring.

Exhibit B
Standard Conditions

- B.1) AMENDMENT:** The Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the GSA for amendments must be in writing stating the amendment request and the reason for the request.
- B.2) APPROVAL:** The Agreement is of no force or effect until signed by all parties to the Agreement.
- B.3) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under the Agreement does not appropriate sufficient funds for the TSS Program, the Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to perform any services under the Agreement. In this event, the State shall have no liability to furnish any considerations under the Agreement and the GSA shall not be obligated to perform any provisions of the Agreement. If funding for any fiscal year after the current year covered by the Agreement is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State or offer an Agreement amendment to the GSA to reflect the reduced amount of services to be provided.
- B.4) CEQA:** Activities performed under the Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
- Environmental Information: <https://www.opr.ca.gov/ceqa/>
- California State Clearinghouse Handbook: https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf
- B.5) CLAIMS DISPUTE:** Any claim that the GSA may have regarding performance of the Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Representative, within thirty (30) days of the GSA's knowledge of the claim. The State and the GSA shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.
- B.6) DELIVERY OF INFORMATION, REPORTS, AND DATA:** The GSA agrees to expeditiously provide throughout the term of the Agreement, such reports, data, information, and certifications as may be reasonably required by the State. If such data is generated and transmitted on a continuous basis (e.g., real-time with telemetry), the State shall also have full access to such capabilities.
- B.7) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** To the extent that the GSA provides professional engineering services as an integral component of the Project, the GSA shall provide for any final inspection and certification by the appropriate licensed professional (California Professional Civil Engineer or Geologist) that their work has been completed in accordance with licensure law and any submitted final plans and specifications and any modifications thereto and in accordance with the Agreement.
- B.8) GROUNDWATER SUSTAINABILITY AGENCY COMMITMENTS:** The GSA accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the GSA in the application, documents, amendments, and communications filed in support of its request for Technical Support Services.
- B.9) GROUNDWATER SUSTAINABILITY AGENCY NAME CHANGE:** Approval of the State's Program Manager is required to change the GSA's name as listed on the Agreement. Upon receipt of legal documentation of the name change the State will process an amendment.
- B.10) GOVERNING LAW:** The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- B.11) MODIFICATION OF OVERALL WORK PLAN:** At the request of the GSA, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the scope, schedule, and budget without formally amending the Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the project budget amount. Non-material changes with respect to each Project schedule are changes that will not extend the term of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the GSA to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- B.12) OPINIONS AND DETERMINATIONS:** Where the terms of the Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- B.13) PERFORMANCE AND ASSURANCES:** The GSA agrees to faithfully and expeditiously perform or cause to be performed all Project work in their charge as described in Exhibit A, "Work Plan" and to apply State resources received only to its charge in developing one or more GSPs in accordance with applicable provisions of the law.
- B.14) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The GSA shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project without prior permission of the State.
- B.15) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- B.16) RIGHTS IN DATA:** The GSA agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of the Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* The GSA may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under the Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The GSA shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- B.17) SEVERABILITY:** Should any portion of the Agreement be determined to be void or unenforceable, such portion shall be severed from the whole and the Agreement shall continue as modified.
- B.18) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the GSA of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out their commitments to completing the project.
- B.19) SUCCESSORS AND ASSIGNS:** The Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of the Agreement or any part thereof, rights hereunder, or interest herein by the GSA shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- B.20) TERMINATION BY THE GROUNDWATER SUSTAINABILITY AGENCY:** Subject to the State approval which may be reasonably withheld, the GSA may terminate the Agreement and be relieved of contractual obligations. In doing so, the GSA must provide a reason(s) for termination and is responsible for reimbursing costs incurred by DWR on the project as described in Exhibit A up to the time of notice of termination.
- B.21) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate the Agreement and be relieved of any commitments should the GSA fail to perform the requirements of the

Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9 of this Agreement.

- B.22) TERMINATION WITHOUT CAUSE:** The State may terminate the Agreement without cause on a 30-day advanced written notice.
- B.23) THIRD PARTY BENEFICIARIES:** The parties to the Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or any duty, covenant, obligation or understanding established herein.
- B.24) TIMELINESS:** Time is of the essence in the Agreement.
- B.25) WAIVER OF RIGHTS:** None of the provisions of the Agreement shall be deemed waived, unless expressly waived, in writing. It is the intention of the parties hereto that, from time to time, either party may waive any of its rights under the Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

DESERT WATER AGENCY
Financial Highlights
 January 2024

OPERATING FUND

Received

- \$2,707,500 in Water Sales Revenue Receipts
- \$72,245 in Recycled Water Sales Revenue Receipts
- \$22,640 in Power Sales from Southern California Edison for Snow Creek Hydro
- \$10,500 in Construction Deposits
 - Portolesi Construction & Development, Inc: \$3,000 (Project # 237013M00)
 - Genesis of Palm Springs: \$3,500 (Project # 237014M00)
 - Isabelle Perrin: \$2,500 (Project # 237012M00)
 - Thad Spencer: \$1,500 (Project # 237015M00)
- \$15,408 from SA Recycling included in the Miscellaneous Cash Receipts for recycling meters and other scrap metal.

Paid

- \$2,995,855 in Accounts Payable

Year to date

- YTD Water Sales are 4% under budget
- YTD Total Revenues are 2% over budget
- YTD Total Expenses are 5% under budget

Active Potable Water Accounts

- There were 23,566 active potable water accounts billed in January 2024
- Compared to 23,539 active potable water accounts billed in December 2023
- Net Increase of 27 active accounts billed

DESERT WATER AGENCY

Financial Highlights

January 2024

GENERAL FUND

Received

- \$14,129,623 in Property Taxes
- \$46,312 in Replenishment Assessments from Private Pumpers
- \$32,946 in Power Sales from Southern California Edison for Whitewater Hydro

Paid

- \$4,360,257 in State Water Project charges
(YTD SWP Payments = \$15,032,439)

WASTEWATER FUND

Paid

- \$65,707 in Accounts Payable

DESERT WATER AGENCY
Statement of Cash Receipts and Expenditures
 OPERATING FUND

Invested
 Reserve Funds
61,964,475.04

BEGINNING BALANCE JANUARY 1, 2024

294,757.80

Receipts

Water Sales	2,707,499.88
Recycled Wates Sales	72,245.22
Wastewater Receipts	146,219.50
Power Sales	22,639.67
Meters, Services, Etc	70,353.00
Reimb - General Fund	40,950.00
Reimb - Wastewater Fund	31,528.02
Accounts Receivable - Other	17,834.30
Customer Deposits - Surety	3,528.00
Customer Deposits - Const	10,500.00
Lease Revenue	4,646.76
Interest Received on Invstd Fnds	322,106.57
Front Footage Fees	-
Bond Service & Reserve Fund Int	-
Misc	20,338.23

TOTAL RECEIPTS	3,470,389.15
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Payments

Payroll Checks	630,997.39
Payroll Taxes	294,074.10
Electronic Transfers	291,476.70
Checks Under \$10k	427,288.98
Checks Over \$10k	2,277,088.88
Cancelled Checks and Fees	31,199.13

TOTAL PAYMENTS	3,952,125.18
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NET INCOME

(481,736.03)

Invested Reserve Funds

Funds Matured (CIA)	6,774,920.00
Funds Invested (C/I)	7,840,404.40

NET TRANSFER

(1,065,484.40)

1,065,484.40

ENDING BALANCE JANUARY 31, 2024

(1,252,462.63)

63,029,959.44

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



January 2024

Check #	Name	Description	Amount
1001	Acwa/Joint Powers Ins Author	Workers Comp 2023 quarter 4 premium	\$ 64,569.18
1005	ACWA/JPIA	Health, Dental & Vision Insurance Premiums-January 2024	\$ 208,839.47
1015	Best Best & Krieger LLP	Legal Services	\$ 41,234.88
1019	Chase Card Member Services	Credit Card Purchases	\$ 30,851.48
1037	Ferguson Waterworks #1083	Water service supplies	\$ 30,303.67
1049	Krieger & Stewart Inc	Engineering	\$ 18,410.75
1056	MRC Smart Technology Solutions	Printer Purchases (W/O #23-400-M--77)	\$ 12,120.15
1071	Southern Calif Edison	Power	\$ 10,585.16
1074	SWRCB Accounting Office	Water System Annual Fees-7/1/23-6/30/24	\$ 68,862.60
1075	Thatcher Company Of California	Chemical Deliveries	\$ 12,550.20
1078	Thompson Reuters Inc	Subscription Product Charge	\$ 13,462.29
1080	Tyler Technologies Inc	Tyler ERP Software Implementation (W/O #20-178-M--73)	\$ 11,775.20
1083	United Water Works Inc	Water service supplies	\$ 11,632.01
1089	Z & L Paving Inc	Paving	\$ 19,509.75
1090	Best Best & Krieger LLP	Legal Services	\$ 50,760.73
1091	Down to Earth Landscaping	Landscape maintenance	\$ 40,069.13
1092	Red Hawk Services Inc	Perimeter Fencing-Whitewater	\$ 21,204.01
1093	Southern Calif Edison	Power	\$ 298,754.83
1094	State Water Res Control Board	Annual Permit Fees/Environmental Laboratory Accreditation Fee	\$ 62,600.00
1096	Western Water Works Supply Co	Water service supplies	\$ 36,086.00
1099	A & N Technical Services	Water Conservation Study	\$ 14,037.50
1106	Backflow Apparatus & Valve	Water service supplies	\$ 57,810.76
1107	Badger Meter Inc	Water service supplies	\$ 68,162.72
1108	Baja Construction Inc	Employee Parking expansion carport	\$ 32,191.02
1109	Beck Oil Inc	Fuel Purchase	\$ 14,378.42
1113	Chase Card Member Services	Credit Card Purchases	\$ 13,950.76
1115	CDW Direct	IBM Maintenance Contract	\$ 14,582.00
1121	Coachella Valley Water Dist	Wastewater Revenue Billing December 2023	\$ 73,474.61
1127	Down to Earth Landscaping	Landscape maintenance	\$ 38,487.03
1159	Casa De Oro HOA	Grass Removal Rebate	\$ 33,092.00
1165	Dale Lamson	Grass Removal Rebate	\$ 10,172.00
1209	Richard Christie	Grass Removal Rebate	\$ 11,780.00
1212	Robert Dixon	Grass Removal Rebate	\$ 50,952.00

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



January 2024

Check #	Name	Description	Amount
1226	Sundance II Owner Association	Grass Removal Rebate	\$ 32,360.00
1237	Ferguson Waterworks #1083	Water service supplies	\$ 14,554.47
1244	Krieger & Stewart Inc	Engineering	\$ 14,991.45
1252	Mesa Energy System Inc	Ops HVAC Boiler maintenance	\$ 24,000.00
1254	MRC Smart Technology Solution	Printer Purchases (W/O #23-400-M--77)	\$ 38,956.34
1274	Southern Calif Edison	Power	\$ 561,777.59
1278	Thatcher Company of California	Water service supplies	\$ 21,323.09
1282	TPC Training LLC	Variable Frequency Drive Training	\$ 16,900.00
1283	Tyler Technologies Inc	Tyler ERP Software (W/O #20-178-M--73)	\$ 10,087.63
1285	United Water Works INC	Water service supplies	\$ 29,878.50
1295	Z & L Paving Inc	Paving	\$ 15,007.50
Total			\$ 2,277,088.88

Monthly Investment Portfolio Report

As of 01/31/2024

AGG- Operating Fund (213426)

Dated: 02/21/2024

Security Type

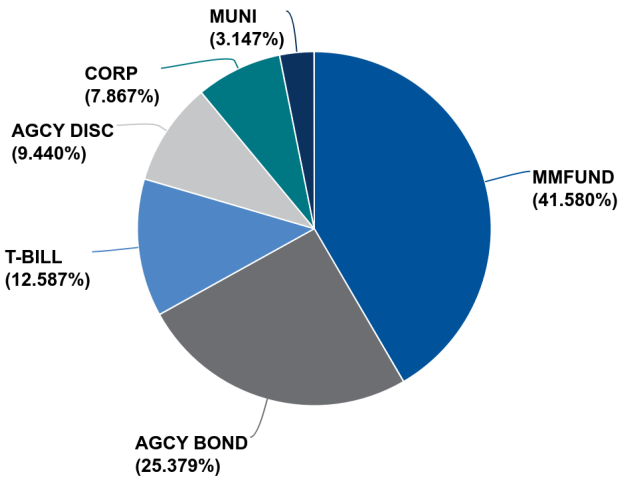


Chart calculated by: PAR Value

MMFUND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - OP	---	---	01/31/2024	01/31/2024	26,426,807.88	26,426,807.88	26,426,807.88	---
LAIF Money Market Fund LAIF - OP	---	---	01/31/2024	01/31/2024	26,426,807.88	26,426,807.88	26,426,807.88	---

AGCY BOND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL FARM CREDIT BANKS FUNDING CORP US Wealth OP	04/29/2021	02/17/2024	04/28/2025	04/28/2025	1,000,000.00	999,500.00	952,088.00	4.624%
FEDERAL HOME LOAN BANKS US Wealth OP	09/30/2021	03/30/2024	09/30/2026	09/30/2026	1,000,000.00	1,000,000.00	920,098.00	4.219%
FEDERAL HOME LOAN BANKS US Wealth OP	04/29/2022	04/29/2024	04/29/2027	04/29/2027	2,000,000.00	2,000,000.00	1,939,142.00	4.080%
FEDERAL HOME LOAN BANKS US Wealth OP	05/24/2022	05/24/2024	05/24/2027	05/24/2027	2,000,000.00	2,000,000.00	1,946,660.00	4.169%
FEDERAL HOME LOAN BANKS US Wealth OP	05/23/2022	02/23/2024	05/23/2025	05/23/2025	2,000,000.00	2,000,000.00	1,964,506.00	4.708%
FEDERAL HOME LOAN BANKS US Wealth OP	09/24/2021	---	09/13/2024	09/13/2024	1,130,000.00	1,125,513.90	1,098,807.48	4.975%
FEDERAL HOME LOAN BANKS US Wealth OP	06/28/2021	03/30/2024	09/30/2024	09/30/2024	1,000,000.00	1,000,000.00	969,730.00	5.074%
FEDERAL HOME LOAN MORTGAGE CORP US Wealth OP	08/20/2020	08/20/2024	08/20/2025	08/20/2025	1,000,000.00	1,000,000.00	942,746.00	4.483%
FEDERAL HOME LOAN MORTGAGE CORP US Wealth OP	05/26/2022	02/26/2024	08/26/2024	08/26/2024	2,000,000.00	2,000,000.00	1,976,562.00	5.161%

Monthly Investment Portfolio Report

AGG- Operating Fund (213426)

As of 01/31/2024

Dated: 02/21/2024

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth OP	06/30/2020	03/30/2024	06/30/2025	06/30/2025	1,000,000.00	1,000,000.00	948,435.00	4.529%
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth OP	08/12/2020	05/12/2024	08/12/2025	08/12/2025	1,000,000.00	1,000,000.00	942,444.00	4.493%
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth OP	12/16/2020	03/14/2024	06/14/2024	06/14/2024	1,000,000.00	1,000,500.00	982,242.00	5.273%
--- US Wealth OP	---	---	10/01/2025	10/01/2025	16,130,000.00	16,125,513.90	15,583,460.48	4.626%

T-BILL

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
UNITED STATES TREASURY US Wealth OP	08/25/2023	---	02/15/2024	02/15/2024	2,000,000.00	1,949,250.00	1,995,912.78	4.997%
UNITED STATES TREASURY US Wealth OP	10/13/2023	---	04/11/2024	04/11/2024	2,000,000.00	1,947,208.33	1,979,680.56	5.291%
UNITED STATES TREASURY US Wealth OP	11/28/2023	---	05/23/2024	05/23/2024	2,000,000.00	1,948,768.33	1,967,737.78	5.310%
UNITED STATES TREASURY US Wealth OP	01/09/2024	---	07/05/2024	07/05/2024	2,000,000.00	1,950,852.22	1,956,513.88	5.215%
UNITED STATES TREASURY US Wealth OP	---	---	04/28/2024	04/28/2024	8,000,000.00	7,796,078.88	7,899,845.00	5.203%

AGCY DISC

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL HOME LOAN BANKS US Wealth OP	12/12/2023	---	04/03/2024	04/03/2024	2,000,000.00	1,967,669.44	1,981,892.00	5.308%
FEDERAL HOME LOAN BANKS US Wealth OP	12/12/2023	---	06/07/2024	06/07/2024	2,000,000.00	1,949,962.22	1,963,848.00	5.264%
FEDERAL HOME LOAN BANKS US Wealth OP	01/09/2024	---	06/04/2024	06/04/2024	2,000,000.00	1,959,166.67	1,964,630.00	5.271%
FEDERAL HOME LOAN BANKS US Wealth OP	---	---	05/15/2024	05/15/2024	6,000,000.00	5,876,798.33	5,910,370.00	5.281%

CORP

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
AMAZON.COM INC US Wealth OP	05/16/2022	03/13/2027	04/13/2027	04/13/2027	2,000,000.00	1,987,040.00	1,938,284.00	4.342%
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION US Wealth OP	06/22/2021	---	12/23/2024	12/23/2024	1,000,000.00	1,000,000.00	951,060.00	6.126%
MASSMUTUAL GLOBAL FUNDING II US Wealth OP	06/14/2023	---	06/14/2028	06/14/2028	2,000,000.00	2,021,800.00	2,019,046.00	4.804%
--- US Wealth OP	---	---	04/27/2027	04/27/2027	5,000,000.00	5,008,840.00	4,908,390.00	4.875%

MUNI

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
UNIVERSITY CALIF REVS US Wealth OP	05/16/2022	03/15/2027	05/15/2027	05/15/2027	2,000,000.00	1,795,920.00	1,820,600.00	4.268%
UNIVERSITY CALIF REVS US Wealth OP	05/16/2022	03/15/2027	05/15/2027	05/15/2027	2,000,000.00	1,795,920.00	1,820,600.00	4.268%

Summary

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
---	---	---	11/21/2024	11/21/2024	63,556,807.88	63,029,958.99	62,549,473.36	4.874%

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

DESERT WATER AGENCY
Statement of Cash Receipts and Expenditures
 GENERAL FUND

Invested
 Reserve Funds
239,208,271.49

BEGINNING BALANCE JANUARY 1, 2024 **(980,443.94)**

Receipts

Taxes - Riv County	14,129,622.68
Interest	124,076.24
Groundwater	46,312.09
Reimb OP	-
Reimb CVWD	-
State Water Proj Refunds	-
Reimb CVWD Whitewater Hydro	-
Power Sales - Whitewater	32,945.94
Misc	-

TOTAL RECEIPTS	14,332,956.95
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Payments

Checks Under \$10k	1,992.00
Checks Over \$10k	4,520,532.16
Electronic Transfers	-

TOTAL PAYMENTS	4,522,524.16
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NET INCOME **9,810,432.79**

Invested Reserve Funds

Funds Matured (CIA)	7,890,008.94
Funds Invested (C/I)	16,864,134.33

NET TRANSFER	(8,974,125.39)	8,974,125.39
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ENDING BALANCE JANUARY 31, 2024 **(144,136.54)** **248,182,396.88**

	TAXES	INTEREST
Receipts in Fiscal Year	22,161,177.35	2,328,884.80
Receipts in Calendar Year	44,627,780.25	3,508,126.06

DESERT WATER AGENCY

General Fund

Schedule #1 - Checks Over \$10,000

DESERT WATER



January 2024

Check #	Name	Description	Amount
2002	State of California Department of Water	Water Delivery Charges	\$ 298,241.00
2004	State of California Department of Water	Water Delivery Charges	\$ 4,062,016.00
2005	Desert Water Agency - Operating	Operating Fund Reimbursement-December 2023	\$ 160,275.16
Total			\$ 4,520,532.16

Monthly Investment Portfolio Report

As of 01/31/2024

AGG- General Fund (213428)

Dated: 02/21/2024

Security Type

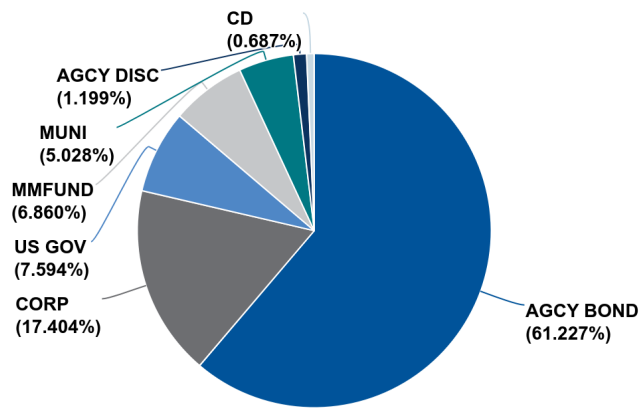


Chart calculated by: PAR Value

AGCY BOND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL AGRICULTURAL MORTGAGE CORP Alamo Capital	09/14/2022	---	04/21/2025	04/21/2025	1,000,000.00	977,400.00	977,151.00	4.565%
FEDERAL AGRICULTURAL MORTGAGE CORP Piper Sandler	02/23/2022	02/23/2024	02/23/2027	02/23/2027	3,000,000.00	3,000,000.00	2,822,400.00	4.180%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	08/04/2020	02/17/2024	08/04/2025	08/04/2025	3,000,000.00	3,000,005.00	2,834,055.00	4.504%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	01/05/2021	02/17/2024	04/05/2024	04/05/2024	3,000,000.00	3,000,000.00	2,973,159.00	5.346%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	10/15/2020	02/17/2024	10/15/2024	10/15/2024	3,000,000.00	2,995,500.00	2,904,492.00	5.049%
FEDERAL FARM CREDIT BANKS FUNDING CORP Alamo Capital	02/12/2021	02/17/2024	11/12/2024	11/12/2024	3,000,000.00	3,000,000.00	2,893,407.00	4.997%
FEDERAL FARM CREDIT BANKS FUNDING CORP US Wealth GF	12/22/2020	02/17/2024	12/22/2025	12/22/2025	3,000,000.00	3,000,000.00	2,788,425.00	4.396%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	11/05/2021	02/17/2024	10/20/2026	10/20/2026	3,000,000.00	2,988,000.00	2,764,728.00	4.222%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	02/16/2022	---	02/16/2027	02/16/2027	3,000,000.00	2,999,286.00	2,803,662.00	4.111%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	06/26/2023	---	06/21/2028	06/21/2028	4,000,000.00	3,963,160.00	3,992,968.00	3.918%
FEDERAL FARM CREDIT BANKS FUNDING CORP Piper Sandler	10/15/2020	02/17/2024	10/15/2024	10/15/2024	3,000,000.00	3,000,000.00	2,905,107.00	5.049%
FEDERAL FARM CREDIT BANKS FUNDING CORP Stifel	10/16/2020	02/17/2024	03/28/2024	03/28/2024	3,000,000.00	3,000,000.00	2,976,483.00	5.287%
FEDERAL HOME LOAN BANKS Alamo Capital	09/30/2021	03/30/2024	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,758,806.00	4.219%
FEDERAL HOME LOAN BANKS Alamo Capital	09/13/2022	---	06/14/2024	06/14/2024	1,190,000.00	1,182,431.60	1,180,622.80	5.278%

Monthly Investment Portfolio Report

AGG- General Fund (213428)

As of 01/31/2024

Dated: 02/21/2024

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL HOME LOAN BANKS Alamo Capital	04/09/2021	05/18/2024	11/18/2024	11/18/2024	3,000,000.00	2,989,263.00	2,891,691.00	4.975%
FEDERAL HOME LOAN BANKS Alamo Capital	12/30/2021	---	12/30/2024	12/30/2024	3,000,000.00	3,000,005.00	2,911,959.00	4.810%
FEDERAL HOME LOAN BANKS US Wealth GF	12/30/2020	02/17/2024	12/30/2025	12/30/2025	3,000,000.00	3,000,000.00	2,789,637.00	4.374%
FEDERAL HOME LOAN BANKS US Wealth GF	09/30/2021	03/30/2024	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,760,294.00	4.219%
FEDERAL HOME LOAN BANKS US Wealth GF	04/29/2022	04/29/2024	04/29/2027	04/29/2027	3,000,000.00	3,000,000.00	2,908,713.00	4.080%
FEDERAL HOME LOAN BANKS US Wealth GF	06/23/2022	02/17/2024	06/23/2026	06/23/2026	3,000,000.00	3,000,000.00	2,959,692.00	4.809%
FEDERAL HOME LOAN BANKS US Wealth GF	02/28/2023	02/28/2025	02/28/2028	02/28/2028	3,000,000.00	2,999,250.00	2,984,628.00	5.140%
FEDERAL HOME LOAN BANKS US Wealth GF	03/08/2023	---	03/06/2024	03/06/2024	5,000,000.00	4,998,650.00	4,998,585.00	5.428%
FEDERAL HOME LOAN BANKS US Wealth GF	06/23/2023	---	06/09/2028	06/09/2028	5,000,000.00	4,986,500.00	5,016,040.00	3.918%
FEDERAL HOME LOAN BANKS US Wealth GF	06/28/2021	03/30/2024	09/30/2024	09/30/2024	3,000,000.00	3,000,000.00	2,909,190.00	5.074%
FEDERAL HOME LOAN BANKS Piper Sandler	02/17/2021	05/17/2024	02/17/2026	02/17/2026	3,000,000.00	3,000,000.00	2,782,560.00	4.369%
FEDERAL HOME LOAN BANKS Piper Sandler	09/30/2021	03/30/2024	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,761,038.00	4.219%
FEDERAL HOME LOAN BANKS Piper Sandler	09/30/2021	03/30/2024	09/30/2026	09/30/2026	3,000,000.00	3,000,000.00	2,758,806.00	4.219%
FEDERAL HOME LOAN BANKS Piper Sandler	04/25/2022	07/25/2024	07/25/2025	07/25/2025	3,000,000.00	3,000,000.00	2,968,710.00	4.702%
FEDERAL HOME LOAN BANKS Piper Sandler	01/28/2021	02/17/2024	03/28/2024	03/28/2024	3,000,000.00	3,000,000.00	2,976,345.00	5.287%
FEDERAL HOME LOAN BANKS Piper Sandler	04/22/2021	---	04/29/2024	04/29/2024	3,000,000.00	3,000,000.00	2,963,607.00	5.398%
FEDERAL HOME LOAN BANKS Piper Sandler	02/26/2021	02/26/2024	11/26/2024	11/26/2024	3,000,000.00	3,000,000.00	2,889,378.00	4.947%
FEDERAL HOME LOAN BANKS Piper Sandler	01/31/2024	---	01/15/2027	01/15/2027	3,000,000.00	2,999,640.00	3,001,218.00	4.111%
FEDERAL HOME LOAN BANKS Stifel	06/28/2021	---	02/28/2024	02/28/2024	3,000,000.00	3,000,000.00	2,988,393.00	5.428%
FEDERAL HOME LOAN BANKS Stifel	04/24/2023	04/24/2024	04/24/2028	04/24/2028	3,000,000.00	3,000,000.00	2,962,797.00	5.198%
FEDERAL HOME LOAN BANKS Stifel	03/30/2021	03/30/2024	09/30/2024	09/30/2024	2,000,000.00	2,000,000.00	1,940,874.00	5.075%
FEDERAL HOME LOAN BANKS Stifel	02/25/2021	02/25/2024	11/25/2024	11/25/2024	3,000,000.00	3,000,000.00	2,890,851.00	4.951%
FEDERAL HOME LOAN MORTGAGE CORP Alamo Capital	09/30/2020	03/30/2024	09/30/2025	09/30/2025	3,000,000.00	3,000,000.00	2,806,251.00	4.464%
FEDERAL HOME LOAN MORTGAGE CORP Alamo Capital	05/12/2022	05/12/2024	11/12/2024	11/12/2024	3,000,000.00	3,000,000.00	2,954,445.00	5.002%
FEDERAL HOME LOAN MORTGAGE CORP US Wealth GF	08/20/2020	08/20/2024	08/20/2025	08/20/2025	3,000,000.00	3,000,000.00	2,828,238.00	4.483%
FEDERAL HOME LOAN MORTGAGE CORP Piper Sandler	06/25/2020	06/25/2024	06/25/2025	06/25/2025	3,000,000.00	3,000,000.00	2,844,885.00	4.554%
FEDERAL HOME LOAN MORTGAGE CORP Piper Sandler	08/26/2020	02/26/2024	08/26/2024	08/26/2024	3,000,000.00	3,000,000.00	2,922,513.00	5.160%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	05/26/2022	02/26/2024	05/26/2027	05/26/2027	3,000,000.00	3,000,000.00	2,959,743.00	5.218%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	05/03/2023	05/03/2024	05/03/2027	05/03/2027	3,000,000.00	3,000,000.00	2,992,962.00	5.427%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	11/30/2020	---	05/30/2024	05/30/2024	3,000,000.00	3,000,000.00	2,951,748.00	5.267%
FEDERAL HOME LOAN MORTGAGE CORP Stifel	10/28/2020	04/28/2024	10/28/2024	10/28/2024	3,000,000.00	3,000,000.00	2,900,478.00	5.022%

Monthly Investment Portfolio Report

As of 01/31/2024

AGG- General Fund (213428)

Dated: 02/21/2024

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL NATIONAL MORTGAGE ASSOCIATION Alamo Capital	08/25/2020	---	08/25/2025	08/25/2025	3,000,000.00	2,985,965.00	2,818,020.00	4.425%
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth GF	07/15/2020	04/15/2024	07/15/2025	07/15/2025	3,000,000.00	3,000,000.00	2,841,795.00	4.514%
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth GF	08/12/2020	05/12/2024	08/12/2025	08/12/2025	3,000,000.00	3,000,000.00	2,827,332.00	4.493%
FEDERAL NATIONAL MORTGAGE ASSOCIATION US Wealth GF	12/16/2020	03/14/2024	06/14/2024	06/14/2024	3,000,000.00	3,001,500.00	2,946,726.00	5.273%
FEDERAL NATIONAL MORTGAGE ASSOCIATION Piper Sandler	12/14/2020	03/14/2024	06/14/2024	06/14/2024	3,000,000.00	3,000,000.00	2,946,726.00	5.273%
FEDERAL NATIONAL MORTGAGE ASSOCIATION Stifel	01/23/2024	01/17/2025	01/17/2029	01/17/2029	3,000,000.00	3,000,000.00	2,997,294.00	5.020%
---	---	---	11/08/2025	11/08/2025	153,190,000.00	153,066,555.60	148,129,627.80	4.767%

CORP

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
APPLE INC Alamo Capital	09/16/2019	08/11/2024	09/11/2024	09/11/2024	1,000,000.00	990,552.00	979,202.00	5.300%
APPLE INC US Wealth GF	01/27/2021	08/11/2024	09/11/2024	09/11/2024	3,000,000.00	3,150,000.00	2,937,606.00	5.300%
APPLE INC Stifel	09/24/2020	04/11/2025	05/11/2025	05/11/2025	2,000,000.00	2,055,740.00	1,911,550.00	4.731%
APPLE INC Stifel	03/26/2021	01/08/2026	02/08/2026	02/08/2026	1,000,000.00	986,200.00	928,983.00	4.414%
APPLE INC Stifel	06/21/2022	11/09/2026	02/09/2027	02/09/2027	3,000,000.00	2,953,920.00	2,922,471.00	4.270%
BANK OF NEW YORK MELLON CORP Alamo Capital	05/06/2020	03/24/2025	04/24/2025	04/24/2025	1,000,000.00	1,020,005.00	961,536.00	4.856%
BERKSHIRE HATHAWAY FINANCE CORP Stifel	02/24/2023	02/15/2027	03/15/2027	03/15/2027	3,000,000.00	2,778,750.00	2,834,466.00	4.203%
CHEVRON CORP Stifel	07/08/2020	---	03/03/2024	03/03/2024	3,000,000.00	3,239,700.00	2,992,704.00	5.578%
EXXON MOBIL CORP US Wealth GF	08/11/2022	12/01/2025	03/01/2026	03/01/2026	3,000,000.00	2,976,180.00	2,915,946.00	4.465%
EXXON MOBIL CORP Stifel	12/15/2022	12/01/2025	03/01/2026	03/01/2026	2,000,000.00	1,928,640.00	1,943,964.00	4.465%
GUARDIAN LIFE GLOBAL FUNDING US Wealth GF	03/03/2023	---	11/19/2027	11/19/2027	3,000,000.00	2,522,160.00	2,643,639.00	4.699%
JOHN DEERE CAPITAL CORP Alamo Capital	02/08/2021	---	01/15/2026	01/15/2026	3,000,000.00	3,000,000.00	2,790,180.00	4.475%
JOHN DEERE CAPITAL CORP Alamo Capital	04/18/2023	---	03/09/2027	03/09/2027	2,000,000.00	1,829,101.63	1,843,034.00	4.485%
MICROSOFT CORP Stifel	02/10/2021	08/03/2025	11/03/2025	11/03/2025	3,000,000.00	3,337,530.00	2,936,928.00	4.380%
PROCTER & GAMBLE CO US Wealth GF	02/24/2023	---	01/26/2028	01/26/2028	3,000,000.00	2,951,160.00	2,984,808.00	4.089%
TOYOTA MOTOR CREDIT CORP Alamo Capital	07/18/2022	---	04/14/2025	04/14/2025	2,044,000.00	2,035,824.00	2,008,628.58	4.895%
TOYOTA MOTOR CREDIT CORP Alamo Capital	04/18/2023	---	04/06/2028	04/06/2028	2,000,000.00	1,799,880.37	1,809,218.00	4.424%
TOYOTA MOTOR CREDIT CORP Alamo Capital	10/21/2019	---	10/07/2024	10/07/2024	1,500,000.00	1,499,994.00	1,465,401.00	5.480%
WALMART INC Stifel	06/18/2020	10/15/2024	12/15/2024	12/15/2024	2,000,000.00	2,173,300.00	1,959,858.00	5.027%
---	---	---	03/01/2026	03/01/2026	43,544,000.00	43,228,636.99	41,770,122.58	4.676%

US GOV

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
UNITED STATES TREASURY US Wealth GF	11/17/2023	---	11/15/2028	11/15/2028	3,000,000.00	2,815,781.25	2,900,625.00	3.889%
UNITED STATES TREASURY Piper Sandler	05/15/2023	---	05/31/2027	05/31/2027	3,000,000.00	2,901,780.00	2,874,375.00	3.979%
UNITED STATES TREASURY Piper Sandler	08/17/2023	---	07/31/2028	07/31/2028	3,000,000.00	2,974,080.00	3,028,125.00	3.896%
UNITED STATES TREASURY Piper Sandler	12/21/2023	---	04/30/2028	04/30/2028	3,000,000.00	2,943,984.38	2,952,187.50	3.910%
UNITED STATES TREASURY Piper Sandler	01/31/2024	---	01/31/2029	01/31/2029	4,000,000.00	4,007,192.00	4,023,750.00	3.868%
UNITED STATES TREASURY Stifel	09/01/2023	---	07/15/2026	07/15/2026	3,000,000.00	2,997,726.30	3,027,656.25	4.101%
UNITED STATES TREASURY ---	---	---	03/09/2028	03/09/2028	19,000,000.00	18,640,543.93	18,806,718.75	3.937%

MMFUND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - GF	---	---	01/31/2024	01/31/2024	17,164,551.92	17,164,551.92	17,164,551.92	---
LAIF Money Market Fund LAIF - GF	---	---	01/31/2024	01/31/2024	17,164,551.92	17,164,551.92	17,164,551.92	---

MUNI

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
CALIFORNIA ST UNIV REV Alamo Capital	09/09/2022	---	11/01/2026	11/01/2026	1,000,000.00	909,590.00	920,820.00	4.217%
EL CAJON CALIF US Wealth GF	02/08/2021	---	04/01/2024	04/01/2024	300,000.00	302,583.00	297,921.00	5.105%
HEMET CALIF UNI SCH DIST Alamo Capital	12/12/2023	---	08/01/2028	08/01/2028	1,105,000.00	967,062.85	981,770.40	4.334%
MONTEREY PK CALIF PENSION OBLIG US Wealth GF	02/16/2021	---	06/01/2025	06/01/2025	400,000.00	403,156.00	379,004.00	5.005%
MONTEREY PK CALIF PENSION OBLIG US Wealth GF	02/16/2021	---	06/01/2024	06/01/2024	550,000.00	552,255.00	540,969.00	5.639%
SAN FRANCISCO CALIF MUN TRANSN AGY REV Alamo Capital	09/14/2023	---	03/01/2028	03/01/2028	1,200,000.00	1,028,748.00	1,062,336.00	4.402%
UNIVERSITY CALIF REVS Alamo Capital	06/23/2023	03/15/2027	05/15/2027	05/15/2027	5,000,000.00	4,486,800.00	4,551,500.00	4.268%
YOSEMITE CALIF CMNTY COLLEGE DIST Alamo Capital	12/12/2023	---	08/01/2027	08/01/2027	3,025,000.00	2,786,872.00	2,827,800.25	4.100%
---	---	---	04/11/2027	04/11/2027	12,580,000.00	11,437,066.85	11,562,120.65	4.350%

AGCY DISC

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
FEDERAL HOME LOAN BANKS US Wealth GF	11/17/2023	---	05/10/2024	05/10/2024	3,000,000.00	2,925,041.67	2,957,049.00	5.316%
FEDERAL HOME LOAN BANKS US Wealth GF	11/17/2023	---	05/10/2024	05/10/2024	3,000,000.00	2,925,041.67	2,957,049.00	5.316%

CD

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
Ally Bank Piper Sandler	06/02/2022	---	06/02/2026	06/02/2026	245,000.00	245,000.00	238,796.60	4.246%
Capital One Bank (USA), National Association Piper Sandler	06/08/2022	---	06/08/2027	06/08/2027	245,000.00	245,000.00	237,892.30	4.082%
Capital One, National Association Piper Sandler	06/08/2022	---	06/08/2027	06/08/2027	245,000.00	245,000.00	237,892.30	4.082%
Discover Bank Piper Sandler	06/07/2022	---	06/07/2027	06/07/2027	245,000.00	245,000.00	237,897.70	4.082%
JPMorgan Chase Bank, National Association Alamo Capital	02/08/2021	04/16/2024	01/16/2026	01/16/2026	250,000.00	250,000.00	232,289.00	4.388%
Morgan Stanley Bank, N.A. Piper Sandler	06/09/2022	---	06/09/2027	06/09/2027	245,000.00	245,000.00	237,126.43	4.082%
Morgan Stanley Private Bank, National Association Piper Sandler	06/09/2022	---	06/09/2027	06/09/2027	245,000.00	245,000.00	237,126.43	4.082%
---	---	---	02/04/2027	02/04/2027	1,720,000.00	1,720,000.00	1,659,020.77	4.148%

Summary

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
---	---	---	01/06/2026	01/06/2026	250,198,551.92	248,182,396.96	242,049,211.47	4.662%

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

DESERT WATER AGENCY
Statement of Cash Receipts and Expenditures
WASTEWATER FUND

Invested
Reserve Funds
1,608,117.61

BEGINNING BALANCE JANUARY 1, 2024 **64.59**

Receipts

Accounts Receivable Other	-	
Customer Deposits-Construction	-	
Interest Earned-Invested Funds	16,212.73	
Wastewater Revenue	-	
Sewer Capacity Charges	-	
Miscellaneous	-	
TOTAL RECEIPTS	16,212.73	

Payments

Checks Under \$10k	-	
Checks Over \$10k	65,707.43	
Cancelled Checks and Fees	-	
TOTAL PAYMENTS (C/C)	65,707.43	

NET INCOME **(49,494.70)**

Invested Reserve Funds

Funds Matured (CIA)	-	
Funds Invested (C/I)	16,212.73	

NET TRANSFER	(16,212.73)	16,212.73
---------------------	--------------------	------------------

ENDING BALANCE JANUARY 31, 2024 **(65,642.84)** **1,624,330.34**

DESERT WATER AGENCY

Wastewater Fund

Schedule #1 - Checks Over \$10,000

DESERT WATER



January 2024

Check #		Name	Description	Amount	
3001		Desert Water Agency	Interfund Wastewater Operating- December 2023	\$	65,707.43
Total				\$	65,707.43

Security Type

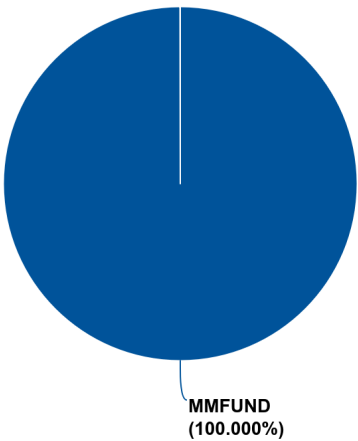


Chart calculated by: PAR Value

MMFUND

Description, Broker	Settle Date	Next Call Date	Effective Maturity	Final Maturity	PAR Value	Original Cost	Market Value	Yield to Maturity
LAIF Money Market Fund LAIF - WW	---	---	01/31/2024	01/31/2024	1,624,330.34	1,624,330.34	1,624,330.34	---
LAIF Money Market Fund LAIF - WW	---	---	01/31/2024	01/31/2024	1,624,330.34	1,624,330.34	1,624,330.34	---

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

DESERT WATER AGENCY

Investment Portfolio Reporting Requirements

*as required by DWA Resolution 1301, Section VII
& California Government Code Section 53646*

as of
January 31, 2024

Statement of Compliance

The Desert Water Agency portfolio is in compliance with the Agency's investment policy and guidelines for investment of Agency funds as outlined in DWA Resolution 1301.

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

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

Description of Investments

Agency Bonds

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

Bank Deposits

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

Certificate of Deposits (CD)

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

Corporate Notes

Debt securities issued by a for-profit company.

Money Market Funds

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

Municipal Bonds

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

Treasury Notes

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

Funds Managed by Contracted Parties - LAIF

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

Market Value Source

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

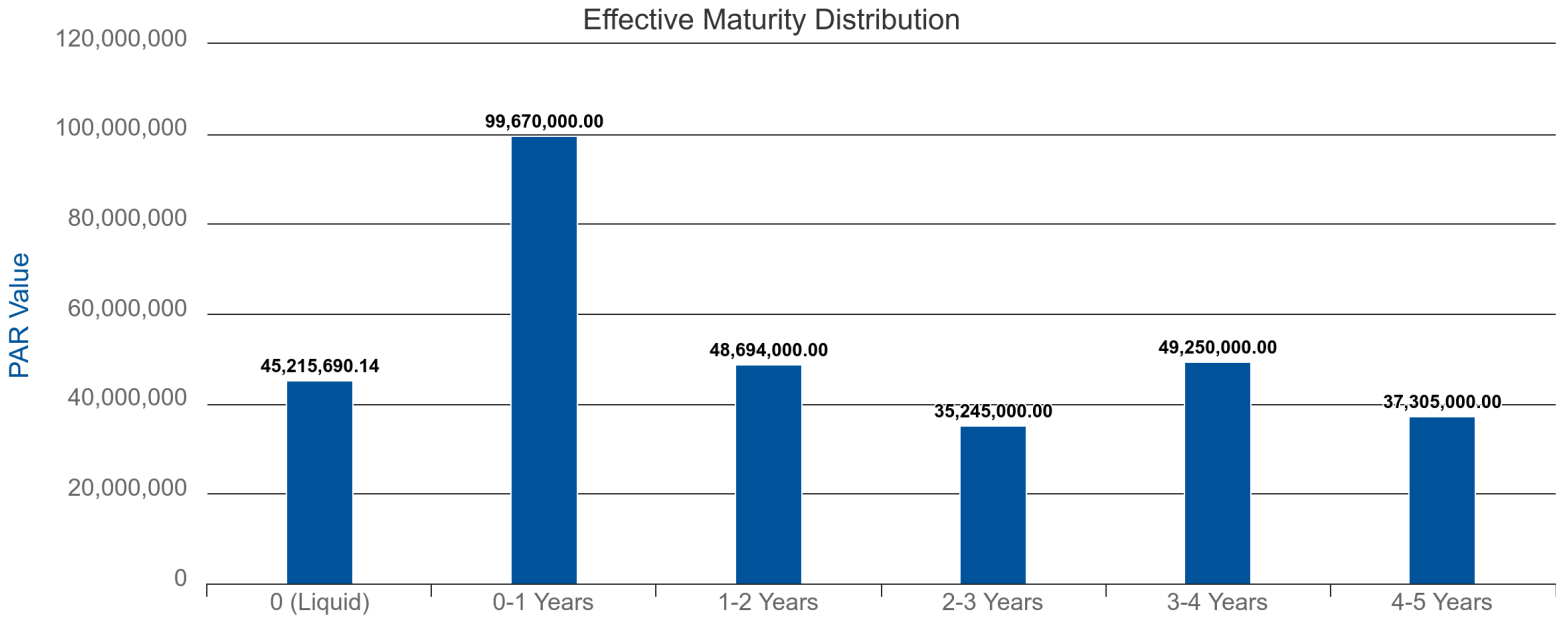
Esther Saenz
Finance Director
Desert Water Agency

Effective Maturity Distribution Summary

AGG-ALL (219610)

As of 01/31/2024

Dated: 02/21/2024



0 (Liquid)

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	LAIF - GF	LAIFMMF	LAIF Money Market Fund	MMFUND	17,164,551.92	01/31/2024	01/31/2024
Operating Fund	LAIF - OP	LAIFMMF	LAIF Money Market Fund	MMFUND	26,426,807.88	01/31/2024	01/31/2024
Wastewater Fund	LAIF - WW	LAIFMMF	LAIF Money Market Fund	MMFUND	1,624,330.34	01/31/2024	01/31/2024
---	---	LAIFMMF	LAIF Money Market Fund	MMFUND	45,215,690.14	01/31/2024	01/31/2024

0-1 Years

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	---	---	---	---	79,540,000.00	07/28/2024	07/28/2024
Operating Fund	US Wealth OP	---	---	---	20,130,000.00	06/13/2024	06/13/2024
---	---	---	---	---	99,670,000.00	07/19/2024	07/19/2024

1-2 Years

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	---	---	---	---	42,694,000.00	08/30/2025	08/30/2025
Operating Fund	US Wealth OP	---	---	AGCY BOND	6,000,000.00	06/22/2025	06/22/2025
---	---	---	---	---	48,694,000.00	08/21/2025	08/21/2025

Effective Maturity Distribution Summary

AGG-ALL (219610)

As of 01/31/2024

Dated: 02/21/2024

2-3 Years

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	---	---	---	---	34,245,000.00	07/29/2026	07/29/2026
Operating Fund	US Wealth OP	3130AP6M2	FEDERAL HOME LOAN BANKS	AGCY BOND	1,000,000.00	09/30/2026	09/30/2026
---	---	---	---	---	35,245,000.00	07/31/2026	07/31/2026

3-4 Years

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	---	---	---	---	41,250,000.00	05/26/2027	05/26/2027
Operating Fund	US Wealth OP	---	---	---	8,000,000.00	05/05/2027	05/05/2027
---	---	---	---	---	49,250,000.00	05/23/2027	05/23/2027

4-5 Years

DWA Fund	Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
General Fund	---	---	---	---	35,305,000.00	07/23/2028	07/23/2028
Operating Fund	US Wealth OP	57629W6H8	MASSMUTUAL GLOBAL FUNDING II	CORP	2,000,000.00	06/14/2028	06/14/2028
---	---	---	---	---	37,305,000.00	07/21/2028	07/21/2028

Summary

Account	Identifier	Description	Security Type	PAR Value	Ending Effective Maturity	Final Maturity
---	---	---	---	315,379,690.14	10/09/2025	10/09/2025

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

DESERT WATER AGENCY
Monthly Investment Portfolio Report

Abbreviations & Definitions

Investment Type Abbreviations

AGCY BOND	US Agency Obligation ¹
AGCY DISC	Discounted US Agency Obligation ^{1 & 8}
CORP	Medium Term Notes (Corporate Notes) ²
MMFUND	Local Agency Investment Fund (LAIF) ³ & Cash Funds in Transit ⁴
MUNI	Municipal Bonds/Local Agency Bonds ⁵
CD	Negotiable Certificates of Deposit ⁶
US GOV	U.S. Treasury notes, bills bonds or other certificates of indebtedness ⁷

Definitions

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

NOTES:

- ¹ DWA Investment Policy, Resolution 1301, Schedule 1, Item 2
- ² DWA Investment Policy, Resolution 1301, Schedule 1, Item 14
- ³ DWA Investment Policy, Resolution 1301, Schedule 1, Item 9
- ⁴ Cash funds in transit are a result of maturities/calls/coupon payments that are held in the Agency's money market account with the broker/custodian until transferred to the Agency's bank. DWA Investment Policy, Resolution 1301, Schedule 1, Item 15
- ⁵ DWA Investment Policy, Resolution 1301, Schedule 1, Item 3
- ⁶ DWA Investment Policy, Resolution 1301, Schedule 1, Item 10
- ⁷ DWA Investment Policy, Resolution 1301, Schedule 1, Item 1
- ⁸ US Agency Obligation that does not bear an interest rate, but purchased at a discount, held to maturity and redeemed at PAR.

DESERT WATER AGENCY - OPERATING FUND
COMPARATIVE EARNINGS STATEMENT

MONTH 23-24 JANUARY	-----THIS MONTH-----			-----FISCAL YEAR TO DATE-----			-----VARIANCE-----	
	THIS YEAR	LAST YEAR	BUDGET	THIS YEAR	LAST YEAR	BUDGET	YTD	PCT
OPERATING REVENUES								
WATER SALES	2,730,474.49	2,621,901.12	2,969,100.00	24,612,360.41	24,469,465.40	25,671,500.00	-1,059,139.59	-4%
RECYCLED WATER SALES	47,765.24	43,280.79	46,700.00	618,770.68	600,420.95	614,000.00	4,770.68	1%
POWER SALES	22,639.67	3,187.84	4,700.00	80,644.66	32,741.53	32,900.00	47,744.66	145%
OTHER OPER REVENUE	226,083.44	164,558.93	206,050.00	1,479,650.53	1,325,508.49	1,435,150.00	44,500.53	3%
TOTAL OPER REVENUE	3,026,962.84	2,832,928.68	3,226,550.00	26,791,426.28	26,428,136.37	27,753,550.00	-962,123.72	-3%
OPERATING EXPENSES								
SOURCE OF SUPPLY EXP	21,645.61	44,940.44	74,690.00	3,649,578.02	3,315,158.67	3,849,530.00	-199,951.98	-5%
PUMPING EXPENSE	910,908.59	342,557.88	391,360.00	3,691,421.34	3,204,423.97	3,604,720.00	86,701.34	2%
REGULATORY WATER TREAT	79,996.81	50,867.23	87,770.00	707,132.99	576,074.21	614,390.00	92,742.99	15%
TRANS & DIST EXPENSE	322,107.87	257,987.64	372,160.00	2,122,833.67	1,954,782.00	2,605,120.00	-482,286.33	-19%
CUSTOMER ACT EXPENSE	103,782.96	146,590.13	108,160.00	578,932.29	655,087.58	758,860.00	-179,927.71	-24%
ADMIN & GEN EXPENSE	1,426,443.04	1,275,408.10	1,285,930.00	8,942,728.53	8,663,447.07	9,940,690.00	-997,961.47	-10%
REGULATORY EXPENSE	171,831.82	35,442.91	40,430.00	338,671.56	230,625.94	277,970.00	60,701.56	22%
SNOW CREEK HYDRO EXP	1,169.42	1,888.23	6,410.00	29,429.93	21,233.69	44,870.00	-15,440.07	-34%
RECYCLED WATER PLNT EXP	118,890.26	123,775.26	188,050.00	579,416.14	619,525.49	1,321,390.00	-741,973.86	-56%
SUB-TOTAL	3,156,776.38	2,279,457.82	2,554,960.00	20,640,144.47	19,240,358.62	23,017,540.00	-2,377,395.53	-10%
OTHER OPER EXPENSES								
DEPRECIATION	0.00	514,322.95	0.00	3,191,432.83	3,658,515.29	3,447,000.00	-255,567.17	-7%
SERVICES RENDERED	61,463.10	21,172.87	13,000.00	178,519.46	91,165.11	91,000.00	87,519.46	96%
DIR & INDIR CST FOR WO	-282,631.33	-260,768.99	-274,450.00	-1,906,470.27	-1,731,296.13	-1,921,150.00	14,679.73	-1%
TOTAL OPER EXPENSES	2,935,608.15	2,554,184.65	2,293,510.00	22,103,626.49	21,258,742.89	24,634,390.00	-2,530,763.51	-10%
NET INCOME FROM OPERATIONS	91,354.69	278,744.03	933,040.00	4,687,799.79	5,169,393.48	3,119,160.00	1,568,639.79	50%
NON-OPERATING INCOME (NET)								
RENTS	4,007.58	3,899.11	16,750.00	28,053.06	39,620.77	117,250.00	-89,196.94	-76%
INTEREST REVENUES	142,509.04	92,977.13	110,000.00	891,282.63	537,139.54	770,000.00	121,282.63	16%
INVESTMENT AMORT.	42,080.00	-3,764.79	0.00	194,039.45	-3,805.29	0.00	194,039.45	0%
OTHER REVENUES	77,943.59	0.00	0.00	1,316,850.77	140,349.28	0.00	1,316,850.77	0%
GAINS ON RETIREMENT	0.00	0.00	5,200.00	0.00	0.00	26,000.00	-26,000.00	-100%
DISCOUNTS	0.00	0.00	75.00	0.00	1,390.30	525.00	-525.00	-100%
PR. YEAR EXPENSES	0.00	7,228.00	0.00	5,889.18	7,228.01	0.00	5,889.18	0%
OTHER EXPENSES	0.00	0.00	-2,090.00	0.00	0.00	-14,630.00	14,630.00	-100%
LOSS ON RETIREMENTS	0.00	0.00	-8,900.00	0.00	-189.54	-62,300.00	62,300.00	-100%
TOTAL NON-OPER INCOME	266,540.21	100,339.45	121,035.00	2,436,115.09	721,733.07	836,845.00	1,599,270.09	191%
TOTAL NET INCOME	357,894.90	379,083.48	1,054,075.00	7,123,914.88	5,891,126.55	3,956,005.00	3,167,909.88	80%

GENERAL MANAGER'S REPORT MARCH 5, 2024

Increased Allocation of State Water Project Supplies for 2024

On February 21, the California Department of Water Resources (DWR) announced that public water agencies will now receive 15% of contracted water supplies from the State Water Project (SWP) this year – an increase from DWR's initial 10% allocation announced in December 2023. For Desert Water Agency this is a change from 5,575 AF to 8,362 AF.

This increased allocation, which does not include the results of storms that occurred after February 1, equates to about 200,000 acre-feet of additional water for public water agencies that continue to pay for 100% of the SWP operations and maintenance even when they receive less than their 100% allotment.

Per Jennifer Pierre, General Manager of the State Water Contractors' "January's storms allowed the state to increase, though slightly, its storage and delivery of much needed water supplies from the SWP. The storms California has experienced so far have brought historic rainfall to Southern California, while Northern California — where the SWP and its infrastructure begins — has seen less precipitation."

USBR Funds Regional AMI Program with \$500,000 to DWA Fixed Network

The United States Bureau of Reclamation (USBR) finalized Agreement R23AP00366 awarding \$500,000 for the Automated Metering Infrastructure (AMI) Installation Project through the Water and Energy Efficiency Grant program.

This award will help offset costs for Phase 2 of the AMI project for installation of the fixed network, including antennas, towers, and SCADA equipment, at several DWA-owned sites. These antennas will automatically collect and transmit meter reads to the Agency – eliminating the need for manual meter reads.

DWA was also awarded State funding for Phase 2 of the AMI project in the amount of \$375,000. Total project costs are estimated at \$1.2 million, and funds have been included in the current FY 2023/2024 budget for this project.

Desert Hot Springs High School Tour of the Mission Creek Replenishment Facility

On February 27, 2024, Students from Desert Hot Springs High School enrolled in the Renewable Energy Academy of Learning (REAL) and toured DWA's Mission Creek Replenishment Facility as a part of their class project. Students learned about DWA's water supply and sustainability efforts, including the aquifer recharge efforts.



SYSTEM LEAK DATA 2024

Feb 13, 2024 - Feb 21, 2024

Street Name	Number of Leaks	Pipe Diameter (inches)	Install Date	Material	Coatling/Linning	Planned Replacement
AVENIDA CABALLEROS	6	14"	1953	Steel - SP	UL	2020/2021
FRANCIS DR	3	8"	1957	Steel - SP	UL	
INDIAN CANYON DR	1	6"	1952	Steel - SP	UL	
CAMINO REAL	1	4"	1948	Steel - SP	UL	
MESQUITE AVE	1	6"	1956	Steel - SP	UL	
JOYCE DR	1	12"	1958	Steel - SP	UL	
COMPADRE RD	1	6"	1958	Steel - SP	UL	
SUNNY VIEW DR	1	4"	1957	Steel - SP	UL	
PATENCIO RD	1	6"	1951	Steel - SP	UL	
STEVENS RD	1	8"	1951	Unknown	UL	
INDIAN CANYON DR	1	6"	1951	Steel - SP	UL	
Total Leaks In System						
18						

Planned Replacement

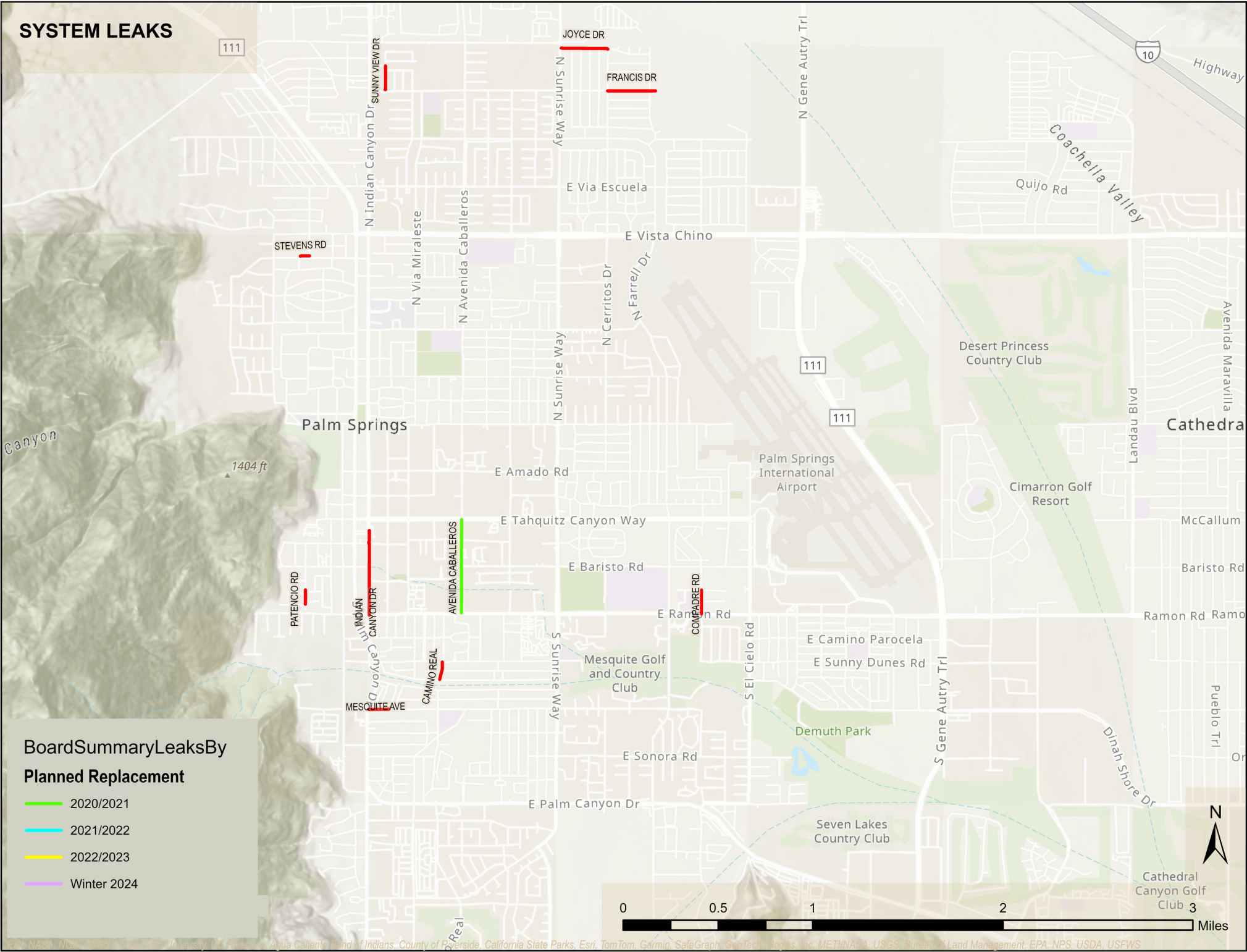
2020/2021

SYSTEM INFORAMTION

Oldest Pipe in the System (Year of Installation): 1935, 89 years old
Average Year of Installation of Unlined Steel Pipe (Systemwide): 1954, 70 years old
Total Length of Unlined Pipe Systemwide (Linear Feet): 258,146 ft
*Average Length of Pipe Replaced Annually (Linear Feet): 15,000 ft
*Projected Time Frame for 100% Replacement of Unlined Steel Pipe: 16 years
Year Agency Transitioned to Cement Lined Steel Pipe: 1960

*Please note this figure represents the average linear footage of pipeline replaced annually given an average annual budget of \$3 million

SYSTEM LEAKS



General Manager's Meetings and Activities

Meetings:

02/20/24	Tribal Mediation Small Group Meeting	Conf Call
02/21/24	Tribal Mediation Principals In-Person Meeting	Conf Call
02/21/24	DCP Update Meeting	Conf Call
02/22/24	Legislative Update	Conf Call
02/26/24	Staff Department Heads Weekly Meeting	DWA
02/26/24	Tribal Mediation Small Group Meeting	Conf Call
02/28/24	CV-SNMP Monthly Meeting	Conf Call
02/28/24	Conservation and Public Affairs Cmt. Meeting	DWA
02/29/24	Executive Committee Meeting	DWA
03/01/24	Tech Group Tribal Mediation Meeting	Conf Call
03/01/24	SWC Update	Conf Call
03/04/24	Staff Department Heads Weekly Meeting	DWA
03/04/24	Tribal Mediation Small Group Meeting	Conf Call
03/05/24	DWA Bi-Monthly Board Meeting	DWA

Activities:

- 1) DWA Surface Water Rights
- 2) Water Supply Planning – DWA Area of Benefit
- 3) Sites Reservoir Finance
- 4) DCP Financing
- 5) Lake Perris Seepage Recovery Project Financing
- 6) Recycled Water Supply - Strategic Planning
- 7) AQMD Rule 1196
- 8) DWA Organizational Restructuring
- 9) DWA Tax Rate Analysis
- 10) DWA Remote Meter Reading Fixed Network
- 11) Whitewater River Surface Water Recharge
- 12) Replacement Pipelines Projects
- 13) DC Project – Finance JPA Committee (Standing)
- 14) DWA/CVWD/MWD Operations Coordination (Standing)
- 15) DWA/CVWD/MWD Exchange Agreement Coordination Committee (Standing)
- 16) ACBCI Water Rights Lawsuit
- 17) Whitewater Hydro Operations Coordination with Recharge Basin O&M
- 18) Whitewater Spreading Basins – BLM Permits
- 19) Delta Conveyance Project Cost Allocation
- 20) MCSB Delivery Updates
- 21) SWP East Branch Enlargement Cost Allocation
- 22) RWQCB Update to the SNMP