

**MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**  
Jointly with the  
**PLANNING & OPERATIONS COMMITTEE**  
February 2, 2015, 8:30 a.m.  
MWDOC Conference Room 101

**P&O Committee:**

Director Osborne, Chair  
Director Barbre  
Director Hinman

Staff: R. Hunter, K. Seckel, R. Bell,  
H. De La Torre, P. Meszaros, J. Berg

Ex Officio Member: L. Dick

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MWDOC Committee meetings are noticed and held as joint meetings of the Committee and the entire Board of Directors and all members of the Board of Directors may attend and participate in the discussion. Each Committee has designated Committee members, and other members of the Board are designated alternate committee members. If less than a quorum of the full Board is in attendance, the Board meeting will be adjourned for lack of a quorum and the meeting will proceed as a meeting of the Committee with those Committee members and alternate members in attendance acting as the Committee.

**PUBLIC COMMENTS** - Public comments on agenda items and items under the jurisdiction of the Committee should be made at this time.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED** - Determine there is a need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee)

**ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO MEETING --**

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the District's business office located at 18700 Ward Street, Fountain Valley, California 92708, during regular business hours. When practical, these public records will also be made available on the District's Internet Web site, accessible at <http://www.mwdoc.com>.

**ACTION ITEMS**

1. APPROVE RECOMMENDED CHANGES TO MWDOC'S WATER SUPPLY ALLOCATION PLAN
2. APPROVAL OF RESOLUTION DESIGNATING AUTHORIZED AGENTS AND 2014 GRANT TRANSFER AGREEMENT WITH THE CITY OF ANAHEIM AS THE LOCAL URBAN AREA SECURITY INITIATIVE (UASI) ADMINISTRATOR

**DISCUSSION ITEMS**

## 3. STATUS UPDATE ON THE OC WATER RELIABILITY STUDY – JANUARY 2015

**INFORMATION ITEMS** (The following items are for informational purposes only – background information is included in the packet. Discussion is not necessary unless a Director requests.)

## 4. STATUS REPORTS

- a. Ongoing MWDOC Reliability and Engineering/Planning Projects
- b. WEROC
- c. Water Use Efficiency Projects
- d. Water Use Efficiency Programs Savings and Implementation Report

## 5. REVIEW OF ISSUES RELATED TO CONSTRUCTION PROGRAMS, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

**ADJOURNMENT**

**NOTE:** At the discretion of the Committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated, and may be subject to action by the Committee. On those items designated for Board action, the Committee reviews the items and makes a recommendation for final action to the full Board of Directors; final action will be taken by the Board of Directors. Agendas for Committee and Board meetings may be obtained from the District Secretary. Members of the public are advised that the Board consideration process includes consideration of each agenda item by one or more Committees indicated on the Board Action Sheet. Attendance at Committee meetings and the Board meeting considering an item consequently is advised.

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



## Item No. 1

### **ACTION ITEM** February 5, 2015

**TO:** Board of Directors

**FROM:** **Planning & Operations Committee**  
(Directors Osborne, Barbre, Hinman)

Robert Hunter  
General Manager

Staff Contact: Harvey De La Torre

**SUBJECT: APPROVE RECOMMENDED CHANGES TO MWDOC'S WATER SUPPLY ALLOCATION PLAN (WSAP)**

#### **STAFF RECOMMENDATION**

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Staff recommends the Board of Directors to approve revisions to MWDOC's Water Supply Allocation Plan, which include the following major changes:

1. Update the Base Period from Calendar Years 2004 – 2006 to Fiscal Years 2012/13 and 2013/14; and
2. Update the Growth Adjustment to including the average population increase for years 2013 and 2014; and
3. Include a Baseline Adjustment for an agency's early enforcement of mandatory water use restrictions; and
4. Change the Conservation Demand Hardening Credit calculation to a method based on an agency's per capita water use reductions; and
5. Include a separate allocation for groundwater basins' imported water needs; and
6. Replace the current allocation penalty rates with a cost-of-service based charge – Allocation Surcharge

#### **COMMITTEE RECOMMENDATION**

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Committee recommends (To be determined at Committee Meeting)

<b>Budgeted (Y/N): N</b>	Budgeted amount: N/A	Core <u>_X_</u>	Choice <u>__</u>
<b>Action item amount: None</b>		Line item:	
<b>Fiscal Impact (explain if unbudgeted):</b>			

## REPORT

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In December, staff informed the MWDOC Planning and Operations Committee that with Metropolitan (MET) recently approving a number of refinements to its Water Supply Allocation Plan (WSAP) and the likelihood of MWD calling for the implementation of Allocation Plan this year due to MET's current storage levels and the continuation of the drought, MWDOC would begin the review of updating our WSAP with its 28 member agencies through a series of staff workshops.

### **Process for Reviewing and Updating MWDOC's WSAP**

MWDOC held a total of three WSAP workshops with its member agencies managers these past two months to review and develop changes to MWDOC's WSAP. Below is a brief description of each workshop:

- In our first managers' workshop we focused on reviewing the current formulas, calculations, and methodologies of the existing MWDOC WSAP, including our existing policy principles established by the MWDOC Board in 2009, which lays the direction and foundation of our Plan.
  - Seek best allocation available from MET
  - Develop a MWDOC Plan in collaboration with our client agencies
  - When reasonable, use similar method/approach as MET
  - When MET's method would produce a significant unintended result, use an alternative approach
  - Develop accurate data on local supply, conservation, recycling, rate structures, growth and other relevant adjustment factors

We also briefly reviewed MET's changes to their WSAP and their potential impact to MWDOC.

- At our second managers' workshop we concentrated on the following areas that MET recently changed in their allocation plan and evaluated their applicability to MWDOC's WSAP:
  - Updating the Base Period Years
  - Discussed the criteria and calculation for the Baseline Mandatory Use Restriction Adjustment
  - Discussed updating MWDOC's Growth Adjustment Calculation
  - Reviewed member agency local supplies data
  - Evaluated the Conservation Demand Hardening Credit change to a GPCD savings calculation
  - Reviewed MET's replacement of Allocation Penalty Rates with Allocation Surcharges
  - Discussed the continuation of MWDOC's policy of "pooling" of the Penalty Rates, which assesses allocation penalties to member agencies only if MWDOC exceeds its allocation with MET.

- At our third managers' workshop we held a final review of the areas we would be recommending to the Board for changing in the MWDOC WSAP. Based on the feedback we received from the managers, there was consensus and broad support for these changes. In addition, staff provided for review and comment a draft MWDOC WSAP model, which illustrated how the each member agency's imported allocation would be calculated under different regional reduction stages.

### **Recommended Changes to MWDOC's WSAP**

Below is a detail description of the staff's recommended changes to the MWDOC WSAP:

#### **1. Update MWDOC's WSAP Base Period**

The Base Period is one of the most important components of the Allocation Plan. It is used to determine an agency's current potable consumptive water usage to calculate their imported water need. The current Base Period uses the average consumptive water demands in Calendar years 2004, 2005, and 2006. Unfortunately, these base period years are ten-years old and do not reflect an agency's current water usage.

*Therefore, staff is recommending to update the Base Period from Calendar Years 2004-2006 to Fiscal Years 2012/13 and 2013/14.* The more recent years provide the most up-to-date water usage and better depicts an agency's current imported needs.

#### **2. Update the Growth Adjustment**

By updating the Base Period, the growth adjustment also needs to be updated. The growth adjustment provides an estimated increase of water demand from the Base Period to the allocation year in order to reflect current water need. For example, if Drought Allocations are called upon for 2015, there would be one year of a growth adjustment to each agency's base period.

The current growth adjustment is out-of-date because it estimates growth for years 2007 to 2010. Based on our discussions in the member agency workgroup meetings, *we recommend using an agency's average percentage of population growth for the last two years - 2013 and 2014.* The belief is using the most recent two years is a good representation of today's growth in demand and will provide the best estimate for 2015. The population growth numbers for each agency was derived from the Center of Demographic Research-California State University of Fullerton.

#### **3. Include a Baseline Adjustment for Mandatory Water Use Restrictions**

Included in MET's recent WSAP changes is an adjustment to a member agency's baseline for mandatory water use restrictions that occurred during the base period (FY 2012/13 and FY 2013/14). The concept is that for those agencies that have responded to the drought with mandatory water use restrictions or ordinances, such as limiting outdoor watering, assessing fines for water wasting, imposing water budget or penalty based rate structures (that are enacted by the governing body of

the member agency or retail agency) could reflect lower retail water use in those base period years. Therefore, the Baseline would need to be adjusted to ensure an “equal” starting point for all agencies.

Without adjusting for these actions, those agencies could be required to enforce even higher levels of restrictions under an allocation than those agencies that have not started mandatory restrictions. Therefore, MET is providing a consultation process that would permit a member agency or a sub-agency to describe their mandatory use restrictions that were in place during the updated Base Period. The purpose of the consultation is to calculate the adjustment amount based on the evidence of reduced Gallons Per Capita per Day (GPCD). To qualify for an adjustment, reductions would have to be observed that are beyond those expected from the agency’s ongoing conservation efforts and trends.

Once the adjustment is determined, MWDOC would pass those acre-feet through to the member agency’s baseline within the MWDOC’s WSAP.

#### **4. Change the Conservation Demand Hardening Credit Calculation**

The WSAP acknowledges and credits the demand hardening that occurs for retail agencies as a result of conservation and water use efficiency efforts. As more consumers implement water use efficiency devices and conservation measures, they have “harder” demands than those that have not. The current WSAP estimates the demand hardening amount by accounting for the total conservation savings from devices, programs, and qualifying conservation rate structures. It is a device-based calculation, estimating conservation savings to credit an agency’s imported allocation.

The recommendation is to change the conservation demand hardening credit from a device-based calculation to one based on observed reductions in GPCD. It is a better measure of determining an agency’s actually conservation savings and properly credits water use efficiencies activities.

#### **5. Provide an Allocation for Groundwater Basins**

The current WSAP does not provide an allocation for groundwater basins. Under the previous MET replenishment program, such imported water was interruptible prior to allocation. However with the elimination of the replenishment program, groundwater basin agencies are now required to only purchase full service imported water to meet their groundwater operational needs. As a result of this prolonged drought, groundwater basins, including OCWD, are starting to reach critical levels. Preventing the access of imported water by groundwater basin during an allocation would not only significantly impacts local areas but would also affect the region. Therefore, MET staff agreed to provide a separate allocation for groundwater basins based on following framework:

- *MET would hold a consultation with the staffs of the member agency and the groundwater basin agency to document whether the basin is in one of the following conditions:*
  - *Groundwater basin overdraft conditions that will result in water levels being outside normal operating ranges during the WSAP allocation period; or*
  - *Violations of groundwater basin water quality and/or regulatory parameters that would occur without imported deliveries*
- *Once a “need” of imported water is determined, an allocation baseline would be provided in accords to the member agency’s ten-year average purchases of imported groundwater replenishment supplies (excluding years in which deliveries were curtailed). The amount would then be reduced by the declared WSAP Regional Shortage Level (5 percent for each Regional Shortage Level).*
- *Any allocation provided under this provision for drought impacted groundwater basins is intended to help support and maintain groundwater production for consumptive use. As such, a member agency receiving an allocation under this provision will be expected to maintain groundwater production levels equivalent to the average pumping in the Base Period. Any adjustments to a member agency’s M&I allocation due to lower groundwater production would be reduced by deliveries made under this provision.*
- *If the allocation amount does not provide sufficient supplies for the needs of the groundwater basin, an agency may use the WSAP Appeals Process to request additional supply (subject to Board approval). The appeal should include a Groundwater Management Plan that documents the need for additional supplies according to the following tenets:*
  - i. Maintenance of groundwater production levels;*
  - ii. Maintenance of, or reducing the further decline of, groundwater levels;*
  - iii. Maintenance of key water quality factors/indicators;*
  - iv. Avoidance of permanent impacts to groundwater infrastructure or geologic features; and*
  - v. Consideration of severe and/or inequitable financial impacts.*

OCWD’s ten-year average is approximately 51,100 AF. Once the consultation with MET is completed and the allocation amount is determine, *Staff recommends developing a separate groundwater allocation and passing these acre-feet through to OCWD’s within MWDOC’s WSAP.*

## **6. Replace the WSAP Penalty Rate with an Allocation Surcharge**

The purpose of the WSAP Penalty Rate is to disincentivize member agencies from exceeding their supply allocation. Currently, the Penalty Rate is based on MET’s fully encumbered Tier 2 untreated rate with two tiers. Therefore, in addition to the full service rate, water delivered 100 percent to 115 percent of an agency’s allocation will be charged a penalty rate of two times the Tier 2 untreated rate, and water delivered greater than 115 percent will be charged four times the Tier 2 untreated rate.

Recently, MET replaced their penalty rate with an allocation surcharge, which is based on the current costs that MET is incurring to implement outdoor water use reductions through its turf removal programs. The estimated cost of the program is \$1,480 per acre-foot.

Therefore, the Allocation Surcharge rate MET applies to its member agencies is \$1,480 per acre-foot for water use between 100 percent and 115 percent of an agency's allocation; and water use greater than 115 percent would be charged two times the Allocation Surcharge or \$2,960 per acre-foot. An Allocation surcharge will be assessed to a member agency at the end of the allocation term.

Under MWDOC's current WSAP policy, allocation penalties are assessed to our member agencies only if MWDOC exceeds its allocation with MET and is required to pay at the end of the term. If MWDOC is required to pay penalties, MWDOC would assess penalties to only those member agencies that exceeded their allocation limit; and such penalties would be assessed on a prorated share of MWDOC's total amount owed to MET.

Therefore, MWDOC staff recommends replacing the WSAP Penalty Rate with a two tier Allocation Surcharge according to MET's cost of service based surcharge of \$1,480 per acre-foot and continue MWDOC's current WSAP's policy of prorating assessing allocation penalties among those member agencies that exceed their allocation only if MWDOC is assessed penalties by MET.

Based on the positive and productive feedback staff received from the member agencies during this review process, we recommend the Board approve all of the above changes to MWDOC's WSAP. Also if approved, staff will incorporate these changes into the MWDOC WSAP handbook and provide an updated version in the coming months.

Attachment:

Member Agency Attendees list at the three MWDOC WSAP workshops



# Recommending Changes to MWDOC's Water Supply Allocation Plan

February 4, 2014

## Agenda

- 💧 Brief Review of Current Water Supply Conditions
- 💧 Chances of MET implementing Allocations in 2015
  - Brief description of the recommended changes to MWDOC's WSAP
    - 💧 Updated Baseline
    - 💧 Growth Adjustment
    - 💧 Demand Hardening Credit Calculation
    - 💧 Groundwater Allocation
    - 💧 Penalty Rates
- 💧 Next Steps





## Background on MWDOC's WSAP

- 💧 When reasonable, we use similar method/approach as MET
- 💧 MWDOC plan is a “Needs-based” Plan
  - 💡 Equity among the MWDOC member agencies
  - 💡 Develop accurate data on local supply, conservation, growth, imported dependence and other relevant adjustment factors
  - 💡 Seek opportunities within MWDOC service area to provide mutually beneficial shortage mitigation



## MWDOC Water Supply Allocation Plan Steps

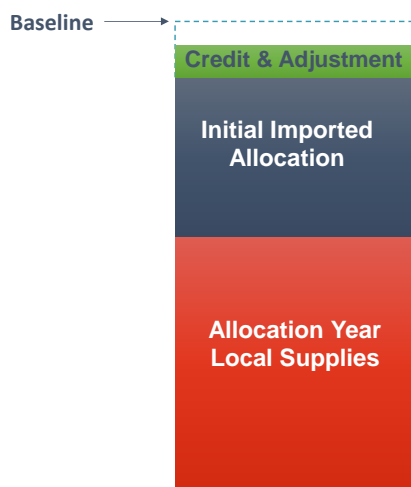


### Step 1 – Determine Agency's Baseline

- 💧 Retail Demand – Reflection of total potable water usage



## MWDOC Water Supply Allocation Plan Steps



### Step 2 - Declare a "Regional Shortage Level"

- 💧 This is the reduction % off the "Imported Demand" amount

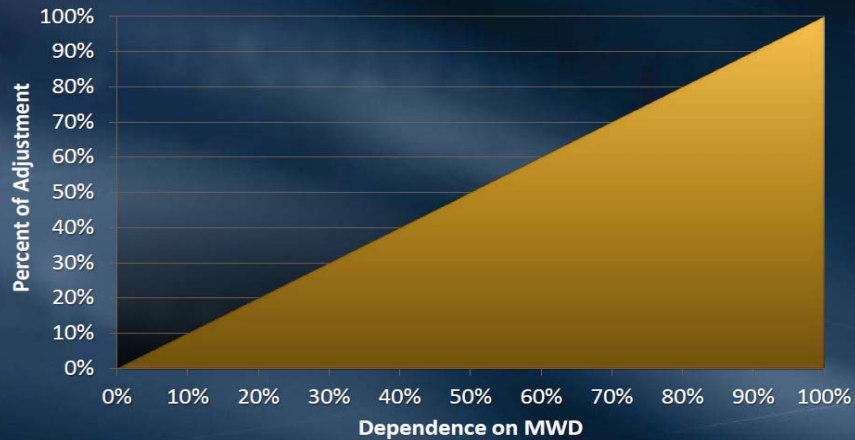
### Step 3 – Add Credits and Adjustments:

- 💧 Retail Impact Adjustment
- 💧 Conservation Hardening credits
- 💧 Extraordinary Supply credits



## Credits and Adjustments

### Retail Impact Adjustment Factor



#### Example

Agency's Dependence  
on MET Water = 50%

Retail Impact  
Adjustment under  
Stage 4 =  $.50 \times 10\% = 5\%$



## WSAP Calculation Factors

Regional Shortage Level	Wholesale Minimum Percentage	Max. Retail Impact Adjustment Percentage
1	92.5%	2.5%
2	85.0%	5.0%
3	77.5%	7.5%
4	70.0%	10.0%
5	62.5%	12.5%
6	55.0%	15.0%
7	47.5%	17.5%
8	40.0%	20.0%
9	32.5%	22.5%
10	25.0%	25.0%





## Recommended Changes to the MWDOC WSAP

### Review of Water Supply Allocation Plan





Key areas we are recommending to change to the MWDOC WSAP Plan:

- 💧 Update the Base Period
- 💧 Update the Growth Adjustment
- 💧 Include an adjustment for Mandatory water use restrictions
- 💧 Change the Calculation of the Conservation Hardening Credit
- 💧 Provide a Separate Allocation for Groundwater Basins
- 💧 Replace the Allocation Penalty Rates with a Allocation Surcharge



## Update the Base Period Years

### Update the WSAP base period to Fiscal Years ending 2013 and 2014

-  Currently, the WSAP base period is CY 2004-06
-  Provides a more recent depiction of water use
-  Reduces distortions that result from growth adjustments to base period retail demand over time
-  Adjustment needed to account for agencies that had mandatory restrictions or similar actions in the new Base Period





## Update the Growth Adjustment

### Objective

-  Reflect the proper amount of growth in water use

### Growth Adjustment Table

#### Use each Agency's average population growth % for 2013 and 2014 to determine the estimated population in 2015

-  Using Agency's Current GPCD to Calculation AF retail demand growth
-  Prorated the AF Growth to match MWDOC's growth amount



## Mandatory Use Restrictions Adjustment

### Purpose:

MET providing an new adjustment to the baseline to account for agencies that had mandatory use restrictions or similar actions during the Base Period

Drought Actions Outdoor Watering	Agency A	Agency B
No Actions	Unlimited	Unlimited
Phase 1	5 Days/Week	5 Days/Week
Phase 2	3 Days/Week	3 Days/Week
Phase 3	1 Day/Week	1 Day/Week



## Mandatory Use Restrictions Adjustment

### Who Qualifies for this adjustment:

- 💧 Agencies with Mandatory Conservation in effect in FY2012/13 and/or FY2013/14
- 💧 Mandatory Conservation qualifications:
  - 💧 Governing Body-authorized or enacted
  - 💧 Includes mandatory demand reduction actions, restrictions or usage limitations including penalty-backed water budgets
  - 💧 Enforced by assessing penalties, fines, or rates based upon violating restrictions or exceeding usage limitations
- 💧 Consultation process with MWD to include demand and GPCD information to quantify adjustments



## Changing the Conservation Demand Hardening Credit

- 💧 Current WSAP has a methodology to account for conservation hardening using device-based water savings estimates and qualifying conservation rate structures
  - 💧 Number of Devices = AF Savings x Imported Reduction %
- 💧 Recommend changing methodology to be based on Per Capita water use (observed demands)



## Changing the Conservation Demand Hardening Credit

- 💧 Objective
  - 💧 Accurate calculation of your agency's conservation savings
- 💧 Conservation Savings Table
  - 💧 Based on MWDOC 20% by 2020 Model
    - 💧 We estimated your highest 10-year average to determine your "GPCD baseline"
    - 💧 We estimated your current GPCD for 2014
  - 💧 Determine your changed GPCD from the Baseline to your current GPCD
  - 💧 Calculate the AF Savings
  - 💧 Use the Demand Hardening Credit Formula



## Allocation for Groundwater Basins

- 💧 Recognize potential consumptive use and basin impacts that may occur without groundwater recharge
  - 💡 Groundwater recharge was not included in the last WSAP
- 💧 Develop a method that allows for basins to receive an allocation of groundwater recharge based on basin need
  - 💡 Qualifying agencies that took groundwater recharge since 2010
  - 💡 Consultation Process with Basin Manager to verify basin overdraft or water quality/regulatory conditions
  - 💡 Receive an allocation of a historic 10-year average
  - 💡 Separate allocation based on Regional Shortage Level



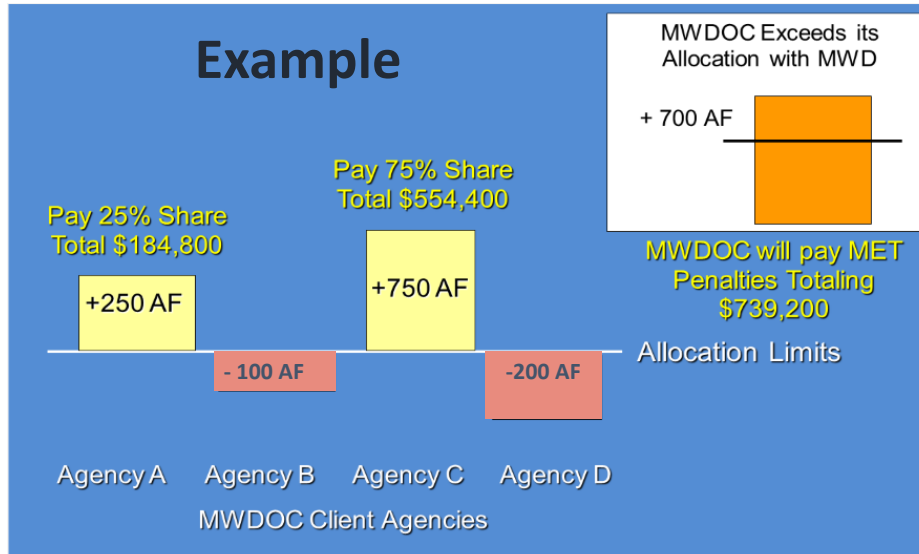
## MWD's Allocation Surcharge

- 💧 Put in place a cost-of-service based charge
  - 💡 Example of a Turf removal \$2/sq.ft of 44 gallons x 10 years = \$1,480 per AF
  - 💡 \$4/sq ft = \$2,960 per AF
- 💧 Apply the charge to water purchases in excess of WSAP Allocation
- 💧 Consider two tiers of charge based on overuse levels

Water Use	Allocation Surcharge
100% of Allocation	0
Between 100% & 115%	\$1,480
Greater than 115%	\$2,960



## MWDOC Penalties: Melded Penalty Rate Structure



## Next Steps

- 💧 In February, MWD plans to present an information item on the status of their Water Supply Conditions and Storage
- 💧 Depending on conditions, MWD could call for Allocation in March
  - 💧 MWDOC would follow MWD's action
- 💧 Effective date could be 30-60 days from MWD's action
- 💧 Duration: 12-month period
- 💧 Continue to work with member agencies on updating the data
- 💧 If Allocations are called, we will meet on:
  - 💧 Member Agencies' Mandatory Use Restrictions Adjustment meeting with MWD
  - 💧 OCWD's Groundwater meeting with MWD
  - 💧 MWDOC will ask each member agency for their planned local supplies for the allocation year





Questions



**ACTION ITEM**

February 2, 2015

**TO:** Board of Directors

**FROM:** **Planning & Operations Committee**  
(Directors Osborne, Barbre, Hinman)

Robert Hunter  
General Manager

Staff Contact: Kelly Hubbard  
WEROC Manager

**SUBJECT: Approval of Resolution Designating Authorized Agents and 2014 Grant Transfer Agreement with the City of Anaheim as the Local Urban Area Security Initiative (UASI) Administrator**

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve the execution of the 2012 Grant Transfer Agreement with the City of Anaheim as the Local Urban Area Security Initiative (UASI) Administrator. Staff also recommends the Board give approval to the WEROC Program Manager and the General Manager as designated Authorized Agents for this grant to execute any subsequent agreements. If the grant is awarded, staff will come back to the Board for the purchase award in the event the award is greater than \$25,000.

**COMMITTEE RECOMMENDATION**

Committee recommends (to be determined at Committee Meeting)

**DETAILED REPORT**

In Orange County all UASI funds are administered through either Santa Ana or Anaheim as part of the Anaheim/Santa Ana Urban Area (ASAUUA). The Municipal Water District of Orange County (MWDOC) and the Water Emergency Response Organization of Orange County (WEROC) have applied for two specific projects for UASI funding and they have the **potential** to be awarded within the 2014 funding year. The first project is for 10 portable fuel trailers at an estimated cost of \$100,000 and the second project is generator cabling

Budgeted (Y/N): No	Budgeted amount: \$0	Core ✓	Choice __
Action item amount: \$116,000 (grant reimbursement), Staff Administration & Legal Review		Line item: 8810 (Capital Requisition)	
Fiscal Impact (explain if unbudgeted): Full Grant Reimbursement for the equipment purchase. Staff time and legal review would be funded through the WEROC program.			

and connections at an estimated \$16,000. A grant proposal sheet is attached for each project. Both of these purchases would be handled similarly to the water trailer project in which the purchased equipment would be transferred to member agencies for their own use, as well as mutual aid response. Staff is working with member agencies to write specification sheets and to identify potential suppliers. The goal is to get the project as “purchase ready” as possible, so that the project is ready to go once funding is awarded.

Although MWDOC does not have an award letter for a specific project at this time, both projects are a high priority for funding. It is likely that the funding will be available under the condition that it is expended quickly. Staff feels it is in the District’s best interest to be proactive and have the agreement approved and in place to facilitate the grant award process if either project opportunity present themselves in the coming year.

In order to receive any 2014 UASI grant funds the District must designate by resolution at least one authorized agent. Authorized agents execute for and on behalf of MWDOC any actions necessary for obtaining UASI grant funds and implementing projects. Staff recommends that the board approve two authorized agents by title – the General Manager and the WEROC Program Manager. The recommendation to designate two authorized agents by title is to allow the greatest flexibility in the grant funding management.

The Board has taken similar action in the past two years in regards to Homeland Security Funds and Urban Areas Security Initiative (UASI) funds. The attached agreements and resolution are required for each grant year that MWDOC seeks to receive funds. The provisions of this grant agreement are the same as those grant agreements already signed for in the 2012 Urban Area Security Initiative Grant awarded for the 15 water trailers. By signing this agreement, the district would also then be eligible for other grants opportunities throughout the 2014 UASI Grant cycle, should a project present itself as a good opportunity that may meet national homeland security goals.

If the grant is awarded for the above discussed projects, staff will come back to the Board for the purchase award in the event the purchase is greater than the General Manager’s authority. If staff decided to pursue a significant new or different project under this grant, other than the ones identified above, the project would be presented to the Board for input and approval. A summary of Homeland Security related funds received to date and proposed are noted below:

<b>Funds Received</b>	<b>Grant Year</b>	<b>Amount</b>
Hazard Mitigation Plan	2005	\$168,053
EOC Remodel & Mapping	2009	\$76,290
Trainings & Conferences	2010-2014	\$20,279
Water Trailers	2011	\$497,304
<b>TOTAL Received</b>		<b>\$761,926</b>

<b>Funds Proposed</b>	<b>Grant Year</b>	<b>Amount</b>
Generator Cabling & Connections	2014	\$16,000
Fuel Delivery Trailers	2014	\$100,000
Training & Conferences	2014	\$3,000

<b>TOTAL Proposed</b>		<b>\$119,00</b>

**Attachments**

1. Preliminary Homeland Security Grant Project Request – Portable Fuel Pumps
2. Preliminary Homeland Security Grant Project Request – Generator Camlocks & Cabling
3. UASI FY 2014 Transfer Agreement
4. Resolution to designate two authorized agents

AGREEMENT

SUB-RECIPIENT: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

City Contract Number \_\_\_\_\_

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## EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Grant Assurances

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR  
REIMBURSEMENT OF TRAINING COSTS  
FOR FY2014 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN  
THE CITY OF ANAHEIM  
AND «SubRecipient\_Name»

THIS AGREEMENT is made and entered into this 14th day of January 2015, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY14 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2014 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA)"

[http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY\\_2014\\_HSGP\\_FOA\\_Final.pdf](http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf)

California Office of Emergency Services "FY2014 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"

<http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland-Security-Grant-Program-Documents.aspx>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and

recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY14 UASI Grant of \$4,565,000 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY14 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I  
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, a municipal corporation, P.O. BOX 20895 Fountain Valley, CA 92728

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Dave Vangsness, Lieutenant  
Anaheim Police Department  
425 South Harbor Boulevard  
Anaheim, CA. 92805  
Phone: (714) 765-7901  
Fax: (714) 765-1616  
dvangsness@anaheim.net

- 2. The representative of MUNICIPAL WATER DISTRICT OF ORANGE COUNTY shall be:

Kelly Hubbard, Program Manager  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
P.O. BOX 20895 Fountain Valley, CA 92728  
Phone: 714-593-5010  
E-mail: khubbard@mwdoc.com

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

## II TERM AND SERVICES TO BE PROVIDED

### §201. Time of Performance

The term of this Agreement shall commence on January 14, 2015 and end on March 31, 2016 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

### §202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.ilis.dhs.gov/knowledgebase>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 14 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 225 "Cost Principles for State, Local, and Indian Tribal Governments" and 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of 44 CFR Part 13.32 and 13.33. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment:  
(1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and  
(2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers;
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number; (d) the source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 44 C.F.R. Part 13.42, and Office of G&T.
  8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
  9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
  10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms).
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above.

### III PAYMENT

#### §301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures (attached hereto as Exhibit D) detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

#### IV STANDARD PROVISIONS

##### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

##### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

##### §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

##### §404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds.

§410. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father

in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project

and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with OMB Circulars, as applicable: OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments, found in 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and any administrative regulation or field memos implementing the Act. When reporting under on the FY14 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2014-00093; and Identify the City of Anaheim as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its

implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment

and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

SUB-RECIPIENT shall comply, as applicable, with the provisions of

the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real

property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

SUB-RECIPIENT shall comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501, et. seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Debarment and Suspension

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

SUB-RECIPIENT shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131, et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 Code of Federal Regulations (CFR) Part 13; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2009 Homeland Security Grant Program – Program Guidance and Application Kit; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem,

unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to

seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

**B. Rights to Use Inventions**

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

**C. Copyright Policy**

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with 24 CFR 85.34.

**D. Rights to Data**

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the

notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI  
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation  
of the State of California

By: \_\_\_\_\_  
Linda N. Andal  
Clerk of the Council

By: \_\_\_\_\_  
Raul Quezada  
Chief of Police

APPROVED AS TO FORM:

SUB-RECIPIENT  
MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kristin Pelletier  
Sr. Assistant City Attorney

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Authorized Agent Signature

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

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EXHIBIT B

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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AGREEMENT NUMBER

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CONTRACTOR/BORROWER/AGENCY

---

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

---

SIGNATURE

---

DATE

## EXHIBIT C

*California Governor's Office of Emergency Services*  
*FY2014 Grant Assurances*  
(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2014 Homeland Security Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub- granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
6. Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its

facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.

9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS or Cal OES.
  - b. Recipients must give DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and Cal OES program guidance, requirements, and applicable laws.
  - c. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
  - d. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - e. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
12. Understands that a hold is in place on Fusion Center activities and the applicant is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the subgrantee in writing when DHS/FEMA has lifted the hold.
13. Will initiate and complete the work within the applicable timeframe (subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
14. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
15. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt, include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A- 129 and form SF-

424B, item number 17 for additional information and guidance.

17. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.
18. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
19. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.
20. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide; OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
21. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
25. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
27. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
28. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
  - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
  - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
  - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
32. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources

without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.

34. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA GPD EHP.
35. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:  
[www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc).
36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
37. Will provide any information requested by DHS/FEMA/ and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
  - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080- 21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
  - f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
38. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
39. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

40. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
42. Will comply with the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.
43. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
44. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
45. Recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
- Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
  - In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
  - Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
46. Understands that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
47. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

48. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
49. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and granted access to such information by appropriate authorities.
50. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
51. Immediately upon determination by the award recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)  
Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
- c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.

- d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.
53. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
54. Agrees that equipment acquired or obtained with grant funds:
- Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
55. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
56. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
57. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicant certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited-and-additional-resources-on-http://www.lep.gov>.
63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
64. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
65. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
67. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The

flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

68. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
69. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
70. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
  - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
  - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
    - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total

compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

71. Understands that failure to comply with any of these assurances may result in suspension, termination, or reduction of grant funds.
72. The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# PRELIMINARY HOMELAND SECURITY GRANT PROJECT FUNDING REQUEST

**Agency** Municipal Water District of Orange **Date** April 14, 2014  
**Contact Name/Title** Kelly Hubbard **Telephone #** 714-715-0283  
**Project Title** Portable Fuel Pumps **\*Estimated Cost** \$100,000

**How Project  
Relates to  
National  
Priorities,  
Investment  
Justifications,  
& Countywide  
Strategy**

This project is aligned with the 2013 Anaheim/Santa Ana and Orange County Operational Area Homeland Security Grants Strategy Goal 8 to “Strengthen and enhance the level of all-hazards preparedness throughout the ASUA/OCOA using regional planning and collaboration opportunities.” More specifically it aligns with: 8.7. Objective: Research and procure items to enhance emergency management operations throughout the ASUA/OCOA.

The equipment is within the Federal NIMS Resource Typing database as “Fuel Tender (Gasoline, Diesel, AvGas, aka gas tanker) with ID #4-508-1121.

This project is also aligned with the following National Priorities:

National Preparedness Goal ; *First Edition; September 2011*

Response; Planning:

1. Develop operational plans at the Federal level, and in the states and territories that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of tasks to achieve the objectives, and are implementable within the time frame contemplated in the plan using available resources.

Response; Operational Coordination:

1. Mobilize all critical resources and establish command, control, and coordination structures within the affected community and other coordinating bodies in surrounding communities and across the Nation and maintain as needed throughout the duration of an incident.
2. Enhance and maintain National Incident Management System (NIMS)-compliant command, control, and coordination structures to meet basic human needs, stabilize the incident, and transition to recovery.

Protection & Response; Supply Chain Integrity and Security:

1. Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.

Response; Infrastructure Systems:

1. Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily-damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life-sustainment and congregate care services.
2. Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.

Response; Public and Private Services and Resources

1. Mobilize and deliver governmental, nongovernmental, and private sector resources within and outside of the affected area to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to

include moving and delivering resources and services to meet the needs of disaster survivors.

2. Enhance public and private resource and services support for an affected area.

Recovery; Infrastructure Systems:

1. Restore and sustain essential services (public and private) to maintain community functionality.
3. Provide systems that meet the community needs while minimizing service disruption during restoration within the specified timeline in the recovery plan.

**Project  
Description**

The refueling of generators during incidents (natural, terrorism, man-made) in which power supply has been affected can be difficult to impossible due to the potential for many sites, geographic dispersion, and access to fuel supply. Portable Fuel Pumps allows agencies to pump gas from gas stations (most do not have backup power) or their own reserves and to deliver that fuel to critical infrastructure sites being operated by generator. This is a resource that could be hugely beneficial as a mutual aid resource by all disciplines.

WEROC is proposing to purchase 5 Diesel and 5 Gasoline Portable Fuels Pumps for distribution throughout OC's water utilities. Trailers would be used for emergency refueling of generators throughout OC's geographic area. The on trailer pump allows for the pumping from underground fuel tanks that may not have power. Cost estimate is for 10 - 500 Gallon size trailers, and includes taxes, fees, and licensing.

Product Link: <http://www.qualityfueltrailers.com/fuel-trailer-types/vehicle-and-equipment-fuel-trailers>

Authorized Equipment List (AEL) Number(s): Fuel Tenders 19GN-00-FUEL

*\* Please attach quotes or other supporting cost documentation*

Prepared by

  
Signature

4-17-14  
Date

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SHSG – OC Sheriff Dept.		UASI – Anaheim/Santa Ana	
Grant Year:	Grant Source:	Project Letter:	
Project Letter:	AEL Confirmed <input type="checkbox"/>	Grant Year:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Amount \$		Amount \$	
Signature		Signature	
Date		Date	
CFDA Number:			
CFDA Title:			
Award Name:			
Award Agency:			

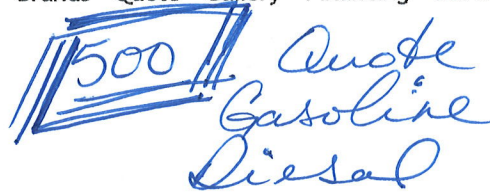
Call For Quote: 800-509-1904



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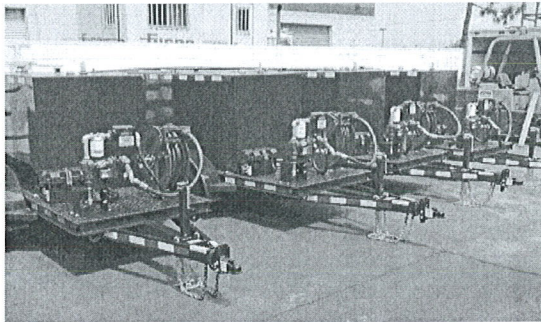


## Vehicle and Equipment Fuel Trailers

### TransFueller

[Click here to learn more.](#)

**Starting at \$4995**



Refuel equipment on site at your convenience.

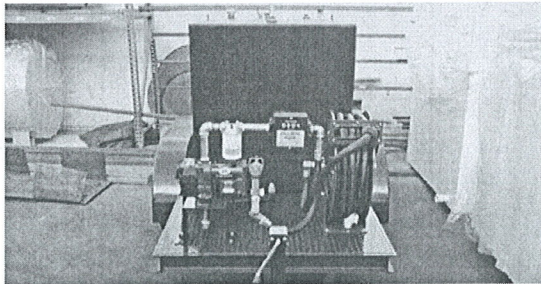
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**Standard features include:**

- ◆ DOT approved for hauling diesel fuel over public roadways
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- ◆ Cylindrical or Rectangular, low profile, baffled steel tank
- ◆ Custom-built heavy duty steel chassis with DOT lighting, electric brakes, and steel fenders and decking
- ◆ Long lasting powder coat finish

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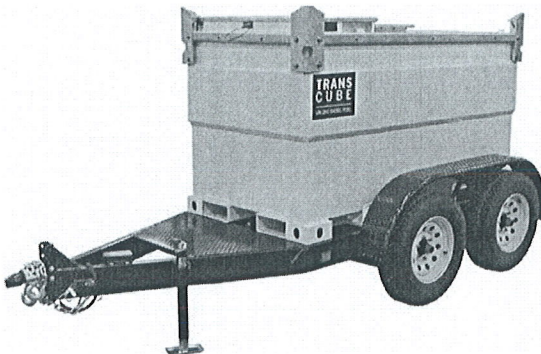


### TransCube

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**Double-Walled: 110% Containment!**

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- ◆ Standard double-wall tank provides 110% containment
- ◆ Now available: CAB models with extra-large storage
- ◆ UL listed for approved fuel storage (UL142)
- ◆ Use for site-only or DOT approved road transport
- ◆ All components; fill port, pump, hose, etc. under a lockable steel hatch
- ◆ Unmatched versatility: can be used on or off trailer, easily moved
- ◆ Available options include: 12v, 120v or Hand Pump, Meter, Hose Reel, On Board Battery kit, Biodiesel kit

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## FuelMate

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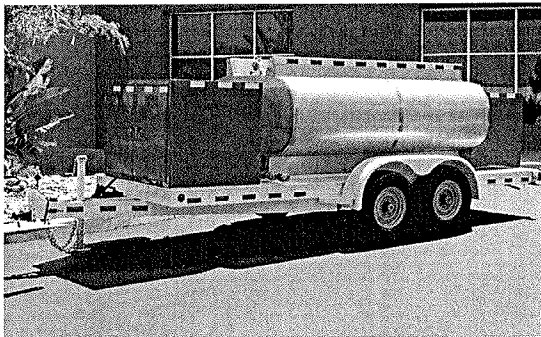
**Now Available with DIESEL Powered Pump!**

- 12V or 110v fuel pump with 20' UL hose & nozzle
- Diesel and Biodiesel models available.
- Pumps, Reels and equipment are out of the weather; safe and secure.
- Tanks are fully baffled, independently mounted with vibration dampening springs and pads.
- Cabinet doors feature a double lip design that helps keep contents clean and out of the weather, doors are lockable.
- Tandem axles with electric brakes and DOT lighting

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## Quality Fuel Trailer Brand

[Click here to learn more.](#)



Featuring the TransFueller DOT 406\* Fuel Trailer

*Only mobile fuel trailers DOT approved for transporting gasoline on public roads.*

**CALL NOW 800-509-1904**

**NEW EXCLUSIVE OPTION: NOW AVAILABLE WITH DIESEL POWERED PUMP SYSTEM!**

- Tanks Available in Stainless Steel or Carbon Steel
- \*DOT 406 is the highest rating for transporting unpressurized fuels. [Click here to learn more.](#)
- Many sizes, options and accessories available
- Models available for gasoline, diesel, biodiesel, and Aviation Fuels
- In addition to the Aviation Option, several high flow dispensing options are available: pneumatic diaphragm pumps, diesel and gas-powered centrifugal pumps, 120/240VAC and 12/24VDC high flow centrifugal and positive displacement pumps.
- Lockable equipment storage compartment option
- Heavy-Duty Chassis: Tandem axles with electric brakes and all necessary wiring, full DOT lighting

[Request A Quote](#)

Call For Quote: 800-509-1904

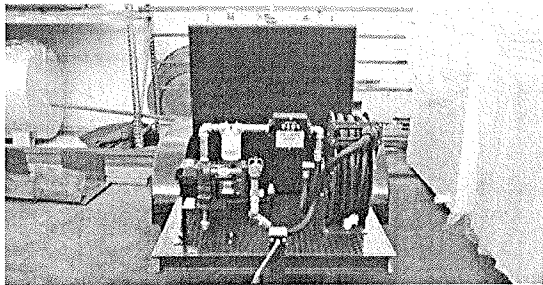
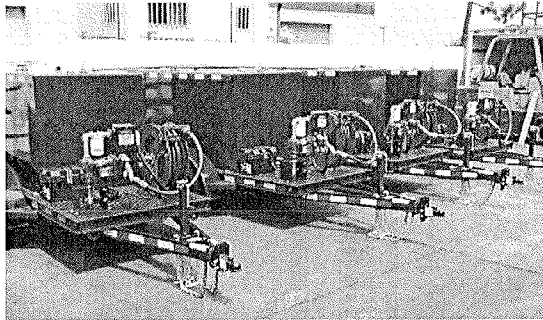


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## TransFueller Vehicle and Equipment Fuel Trailers



Refuel equipment on site at your convenience.

**CALL NOW 800-509-1904**

**Starting at only \$4995.00**

**Standard features include:**

- ♦ DOT approved for hauling diesel fuel over public roadways
- ♦ Engineered for safety
- ♦ Cylindrical or Rectangular, low profile, baffled steel tank
- ♦ Custom-built heavy duty steel chassis with DOT lighting, electric brakes, and steel fenders and decking
- ♦ Long lasting powder coat finish

[Request A Quote](#)

## TransFueller Features



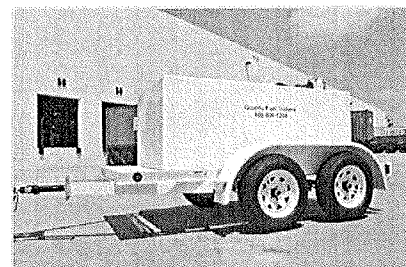
### Safe & Secure Fuel Transport

TransFueller is designed, engineered, and built to the highest standards.

### Tank Options

The following fuel tank options are available:

Double Wall, Stainless Steel, Unique "Combo Wall" Tank:  
Inner Tank of Stainless Steel, Outer Tank of Carbon Steel,  
Two-Compartment Tank



### Pump Options



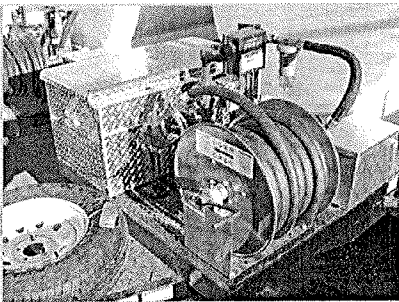
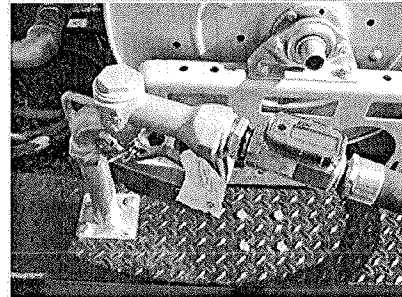
TransFueler features two 12v options as well as 115v, gas, and diesel-powered fuel pumps. 20' UL hose & automatic nozzle available for quick and easy fueling.

Aviation fuel dispensing options are also available.

Diesel, gas, and Dixon 12v pumps can refuel equipment at up to 55GPM.

## Meters and Gauges

Many metering systems are available from conventional analog meters and level gauges to state-of-the-art Cardlock management systems and electronic totalizing meters.



## Additional Options

TransFuelers can come equipped with additional options or customizations such as automatic shutoff nozzles and hose reels with manual, spring, or electric rewind and up to 75' of UL hose.

## TransFueler Capacities

### 1000 Gallon

The 1000 Gallon trailer is our largest model. This trailer is ideal for large, multiple fueling projects. Need something BIGGER? We usually have a good supply of excellent used fuel trucks & tanker trailers.

### 750 Gallon

This trailer is suitable for both large and small fueling projects.

### 500 Gallon

The 500 Gallon trailer is our most popular size unit.

This trailer is well suited for use in projects where mobility is essential.

### 300 Gallon

The 300 Gallon trailer is our smallest TransFueler.

# PRELIMINARY HOMELAND SECURITY GRANT PROJECT FUNDING REQUEST

Agency Municipal Water District of Orange Date 4/16/2014  
County Kelly Hubbard, Emergency  
Contact Name/Title Manager Telephone # 714-593-5010  
Project Title Generator Camlocks & Cabling \*Estimated Cost \$16,000

## How Project Relates to National Priorities, Investment Justifications, & Countywide Strategy

This project is aligned with the 2013 Anaheim/Santa Ana and Orange County Operational Area Homeland Security Grants Strategy Goal 8 to “Strengthen and enhance the level of all-hazards preparedness throughout the ASAUA/OCOA using regional planning and collaboration opportunities.” More specifically it aligns with: 8.7. Objective: Research and procure items to enhance emergency management operations throughout the ASAUA/OCOA.

The equipment is related to the direct operational capability of Federal NIMS Resource “Generator” with ID #7-508-1076.

This project is also aligned with the following National Priorities:

National Preparedness Goal; *First Edition; September 2011*

Protection & Response; Supply Chain Integrity and Security:

1. Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.

Response; Infrastructure Systems:

1. Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily-damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life-sustainment and congregate care services.
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1. Mobilize and deliver governmental, nongovernmental, and private sector resources within and outside of the affected area to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.
2. Enhance public and private resource and services support for an affected area.

Recovery; Infrastructure Systems:

1. Restore and sustain essential services (public and private) to maintain community functionality.
3. Provide systems that meet the community needs while minimizing service disruption during restoration within the specified timeline in the recovery plan.

**Project  
Description**

Problem Statement: There are dozens of different types of electrical connections for connecting a generator to a building. When sharing generators as a mutual aid resource, the connections often don't match. This causes greater downtime for procurement of the proper connections and then installation of proper connections, therefore potentially impacting drinking water supply & fire suppression.

Solution: Sets of cabling and Camlocks (connections that allow for connecting to multiple types of transfer switches). Purchase 36 sets for distribution around the county to water utilities. Each set would stay with a generator and would be deployed with that generator as part of mutual aid. This enhances capabilities in house for each agency to move generators site to site, as well as when sharing their generators.

**Authorized Equipment List (AEL) Number(s):** 10GE-00-PTSW (Switch/Power Transfer)

*\* Please attach quotes or other supporting cost documentation*

**Prepared by**

  
Signature

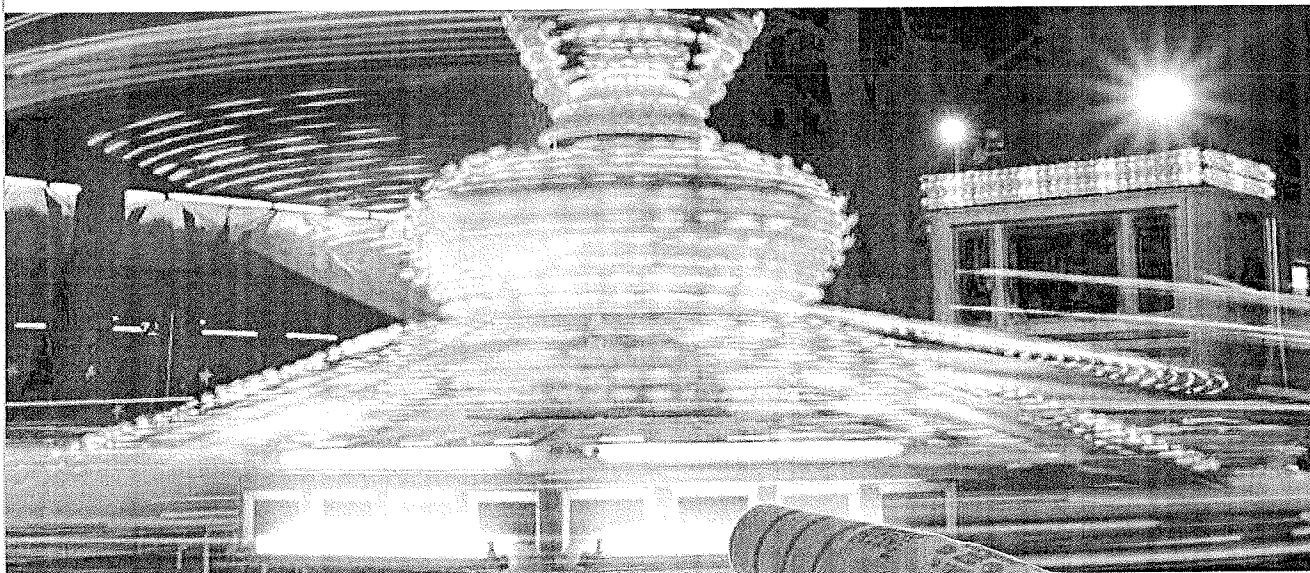
4-17-14  
Date

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<b>SHSG – OC Sheriff Dept.</b>		<b>UASI – Anaheim/Santa Ana</b>	
Grant Year:	Grant Source:	Project Letter:	
Project Letter:	AEL Confirmed <input type="checkbox"/>	Grant Year:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Amount \$		Amount \$	
Signature _____		Signature _____	
Date _____		Date _____	
CFDA Number:			
CFDA Title:			
Award Name:			
Award Agency:			

## 16 Series Inline Single-Pole Cam-Type Detachable Plugs

Type 3R Rated for Outdoor Use  
for Applications Up to 400A / 600V



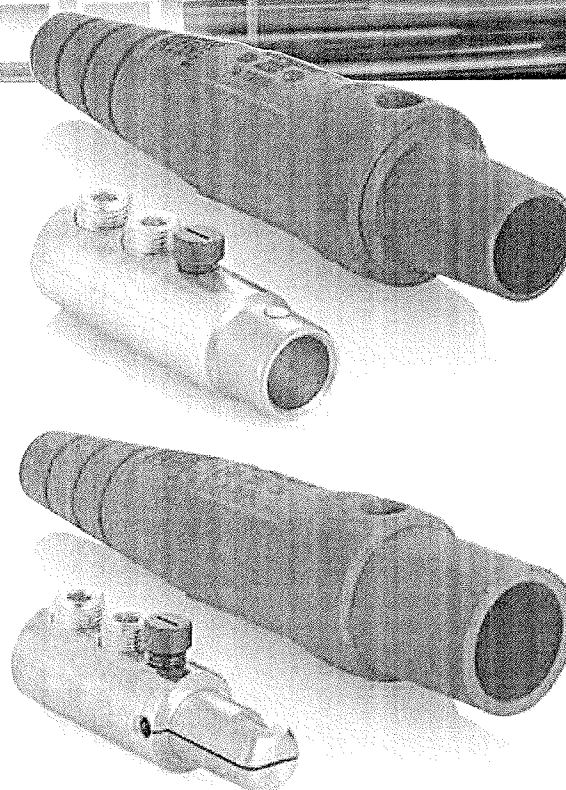
Leviton Single-Pole Detachable Plugs are designed to provide superior service and durability, even under the most severe operating conditions. Featuring solid brass contacts and high-performance TPV insulators, these devices are ideal for use with equipment associated with concerts, sound stages, movie-making, television production and many other power distribution applications.

When used in-line, the newly redesigned profile of the 16 Series insulators reduces the likelihood of plugs getting snagged on other cables and equipment. The solid plastic, non-conducting retaining screw provides strength and durability.

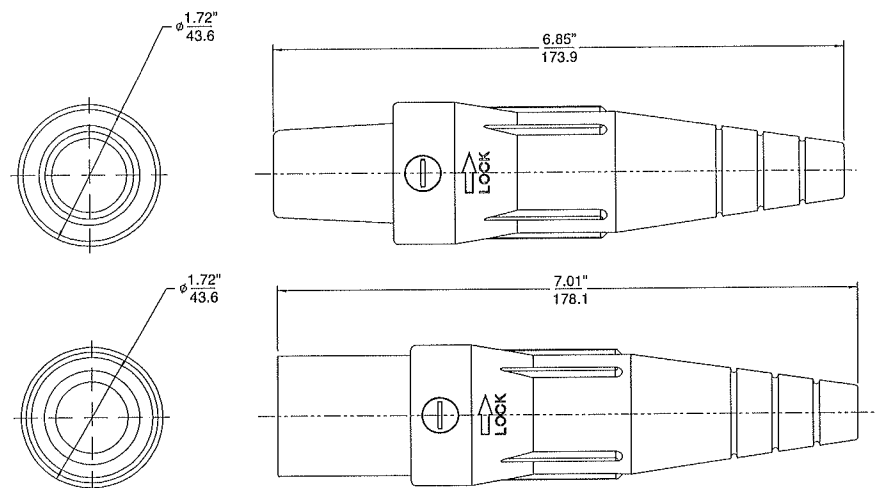
The entire line of Leviton 16 Series Single-Pole Detachable Plugs and accessories are completely interoperable and interchangeable with any competitive cam-type plugs and receptacles.

### Other features include:

- Single or Double Set Screw, or Crimped Termination
- Reusable sleeves and contacts for easy assembly and disassembly without special tools
- Self compensating for wear
- Color-coded insulators for easy phase identification



## Dimensions



## Specifications

Material Specifications	
Insulator	TPV
Contact	Solid Brass
Strain Relief	Copper Wire
Assembly Screw	Thermoplastic

Standards and Certifications	
NEMA	3R
UL	File E13399
CSA	File 152105

## Ordering Information

Termination Type	Plug Type	Cable Size	Max Ampacity	Contact & Insulator	Contact Only	Insulator Only	UL/CSA Listed
Single Set Screw	Male	#2 - 2/0	300	16D21- (*Suffix)	—	16SDM-2P (*Suffix)	No
Single Set Screw	Female	#2 - 2/0	300	16D29- (*Suffix)	—	16SDF-2P (*Suffix)	No
Single Set Screw	Male	1/0 - 4/0	400	16D23- (*Suffix)	—	16SDM-1P (*Suffix)	No
Single Set Screw	Female	1/0 - 4/0	400	16D32- (*Suffix)	—	16SDF-1P (*Suffix)	No
Double Set Screw	Male	#6 - #2	190	16D44- (*Suffix)	—	16SDM-2P (*Suffix)	Yes
Double Set Screw	Female	#6 - #2	190	16D45- (*Suffix)	—	16SDF-2P (*Suffix)	Yes
Double Set Screw	Male	#2 - 2/0	300	16D22- (*Suffix)	16D22-PC	16SDM-2P (*Suffix)	Yes
Double Set Screw	Female	#2 - 2/0	300	16D31- (*Suffix)	16D31-PC	16SDF-2P (*Suffix)	Yes
Double Set Screw	Male	1/0 - 4/0	400	16D24- (*Suffix)	16D24-PC	16SDM-1P (*Suffix)	Yes
Double Set Screw	Female	1/0 - 4/0	400	16D33- (*Suffix)	16D33-PC	16SDF-1P (*Suffix)	Yes
Crimped	Male	#2 - #1	220	16D25- (*Suffix)	—	16SDM-2P (*Suffix)	Yes
Crimped	Female	#2 - #1	220	16D34- (*Suffix)	—	16SDF-2P (*Suffix)	Yes
Crimped	Male	1/0 - 2/0	300	16D26- (*Suffix)	—	16SDM-2P (*Suffix)	Yes
Crimped	Female	1/0 - 2/0	300	16D35- (*Suffix)	—	16SDF-2P (*Suffix)	Yes
Crimped	Male	3/0 - 4/0	400	16D28- (*Suffix)	—	16SDM-1P (*Suffix)	Yes
Crimped	Female	3/0 - 4/0	400	16D37- (*Suffix)	—	16SDF-1P (*Suffix)	Yes

Suffix	Color
E	Black
W	White
R	Red
B	Blue
G	Green
Y	Yellow
O	Orange
H	Brown

\*Consult factory for availability

### Leviton Manufacturing Co., Inc.

201 N Service Rd, Melville, NY 11747  
 Telephone: 1-800-323-8920 • Fax: 1-800-832-9538  
 Tech Line (7:00AM-7:30PM ET Monday-Friday): 1-800-824-3005

### Leviton Manufacturing of Canada, Ltd.

165 Hymus Blvd, Pointe-Claire, QC H9R 1E9  
 Telephone: 1-800-469-7890 • Fax: 1-800-563-1853

### Leviton S. de R.L. de C.V.

Lago Tana 43, Col. Huichapan, Miguel Hidalgo, CP 11290 México DF  
 Telephone: (+52) 55-5082-1040 • Fax: (+52) 55-5386-1797 • [www.leviton.com.mx](http://www.leviton.com.mx)

### Leviton Middle East, Ltd.

J/Ali Free Zone, View 19 7th Floor, Office 701 • PO Box 262742 Dubai, UAE  
 Telephone: +971 4 886 4722 • Fax: +971 4 886 4723

Visit our Website at: [www.leviton.com/industrial](http://www.leviton.com/industrial) email: [industrial@leviton.com](mailto:industrial@leviton.com)

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091012 Q-491

**RESOLUTION NO.**

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
WATER EMERGENCY RESPONSE ORGANIZATION OF ORANGE COUNTY  
(WEROC)  
AUTHORIZATION FOR FEDERAL FINANCIAL ASSISTANCE  
PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY**

WHEREAS, The Municipal Water District of Orange County (MWDOC) manages the Water Emergency Response Organization of Orange County (WEROC) Program on behalf of the organization's 35 signatories.

WHEREAS, WEROC has been designated by the County of Orange as the water and wastewater Operational Area coordination entity for the purpose of assisting the county's water and wastewater utilities with disaster preparedness, prevention, response, recovery, and mitigation.

WHEREAS, MWDOC desires to keep the WEROC emergency operations centers, communications equipment and other such supplies in good working order and to date with the current technological abilities of the Operational Area.

WHEREAS, MWDOC also desires to keep its program and volunteer staff trained in current emergency management practices and required levels of training according to the National Incident Management System and the California State Emergency Management System.

WHEREAS, MWDOC also desires to ensure eligibility for project and training funding that may become available throughout the year.

WHEREAS, MWDOC has and will continue to submit grant applications to the Homeland Security Grant Program to continue to enhance the capabilities of the WEROC program and its staff.

NOW, THEREFORE, BE IT RESOLVED by Board of Directors of the Municipal Water District of Orange County that the Water Emergency Response Organization of Orange County (WEROC) Program Manager, or the General Manager, is hereby authorized to execute for and on behalf of the Municipal Water District of Orange County, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the City of Anaheim as the Administrator for Fiscal Year 2014.

Said Resolution was adopted, on roll call, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Board of Directors of Water District at its meeting held on.

---

MARIBETH GOLDSBY  
District Secretary  
Municipal Water District of Orange County



**DISCUSSION ITEM**

February 2, 2015

**TO: Planning & Operations Committee**  
(Directors Osborne, Barbre, Hinman)

**FROM: Robert Hunter, General Manager**  
Staff Contact: Karl Seckel/Richard Bell

**SUBJECT: Status Update on the OC Water Reliability Study – January 2015**

**STAFF RECOMMENDATION**

---

Staff recommends the Planning & Operations Committee receives and files the report.

**COMMITTEE RECOMMENDATION**

---

Committee recommends (To be determined at Committee Meeting)

**DETAILED REPORT**

---

Staff has been providing monthly study updates. This update is a bit more comprehensive to give the Board more detail as to the efforts underway for the study after the first three months. The goals, key aspects, policy, economic or other Issues to be addressed in the Study and the progress through January 22 is provided below. In response to a Board request, staff has also provided an update with respect to the San Juan Groundwater Basin and the interrelationship with the Doheny Project. An updated study schedule is also provided below.

**Goals for the OC Water Reliability Study:**

1. To understand Orange County's current and future situation with respect to WATER SUPPLY and SYSTEM RELIABILITY issues
2. Develop and provide information towards prioritization and decision-making for reliability improvements in Orange County
3. Involve/engage large stakeholder group in the process of improving SUPPLY and SYSTEM reliability

<b>Budgeted (Y/N):</b>	Budgeted amount:	Core ____	Choice ____
<b>Action item amount:</b>	Line item:		
<b>Fiscal Impact (explain if unbudgeted):</b>			

**Key Aspects of the Study:**

- 10-Year update of Countywide Water Reliability
- Improved methodology for projecting water demands
- Agreed upon definition and evaluation of SUPPLY and SYSTEM Reliability
- Comprehensive Review of ALL Water Sources
  - MET Import including put and take from storage sources
  - Local supplies Including groundwater
  - Regional Projects
  - Storage
  - Water Banking
  - Transfers/Contracts
- Focus on utility of information for decision-making
- Decision making remains with local utilities

**Key Tasks of the Study:**

- Analyze historical demands and develop updated projection of future demands & potential for future WUE impacts in OC
- Review existing OC local supplies and project these supplies into the future
- Estimate of supplies available from MET – This will involve modeling of supplies from the State Water Project and the Colorado River Aqueduct as well “puts” into and “takes” out of MET storage accounts; will also characterize climate variability impacts and biops impacts on supplies as well as “with” and “without” a BDCP solution (note – our time frame is out to 2035, so under almost any condition, a BDCP solution will not be in place at that time)
- Develop a SUPPLY GAP Analysis – This is the most difficult analysis for the study, which is to estimate through the year 2035 what the reliability of our import supplies will be from MET under various scenarios. The goal of this task is to provide a reasonably analysis of what is to be expected and to understand the impacts of key drivers of reliability or the lack of reliability.
- Develop an Emergency SYSTEM GAP Analysis – Based on prior work completed by MET, the ability of the local water systems to provide supplies for 60 days assuming there is an outage of the MWD system will be made; the key analysis will be to estimate the potential impacts to local well production facilities due to earthquake ground acceleration and to examine recovery aspects.
- Review options for NEW local supplies & SYSTEM capabilities/supplies to resolve GAPS identified
- Recommendations/Follow-up

### **Policy, Economic or Other Issues to be Addressed in the Study:**

Another key aspect of the study is to examine how supply and system benefits result from various types of projects and to understand to whom the benefits accrue and under what conditions. Listed below are a number of policy, economic or other issues that can become involved in decision-making for improvements in supply and system reliability. These issues will be further explored in the context of project implementation.

- Identifying and valuing benefits of Local Projects
  - Supply
  - System
  - Extraordinary Supply
  - Regional Benefits vs Local Benefits
  - Carry-Over Storage for Droughts
- Water Supply and Drought Management Plan and how NEW Projects are accounted for during drought allocations
  - Preferential Rights
  - Share the Pain Model
  - Others
- MWD as the regional provider
  - They build large local projects and provide reliability to ALL of Southern California via the IRP
  - Provide storage to deal with outages of the CRA and SWP
  - MWD has expectations for their member agencies to deal with local reliability issues
- Level and Extent of MWD Storage for Managing Supplies, WET TO DRY YEARS
- Incentives provided by MWD for Local Projects
- Extended Drought Planning Criteria
- Contingency Targets for Planning Purposes (what % over need should you be targeting for)
- Sharing of supplies within OC
- Santa Ana River (SAR) water policy issues
- Storage of MWD water by Member Agencies outside of MWD
- Introduction of Local water into the MET system
- Availability of water for groundwater replenishment
- MET as an Agent in seeking dry years or extraordinary supplies for its Member Agencies
- Poseidon Funding via SNWA and a MET CRA Water Exchange
- Others???

### **Study Progress Through January 22**

Listed below are the key activities through the third Workgroup meeting held on January 22:

- The consultant Contract was approved by the Board on October 15
- The kick-off meeting with the Full Workgroup was held on Nov 20; subsequent meetings have been held on Dec 18 and January 22.

- Kick-off meetings were also held with:
  - MWDOC staff
  - OCWD staff
  - MET staff to discuss the IRP modeling
  - MET staff to discuss demand projections
  - MET staff to discuss seismic issues relative to meeting demands with outages of the CRA and SWP
  - IRWD to discuss their Reliability Study and the potential for expansion of the Irvine Regional Interconnection Project
- Information has been presented by local agencies at the Workgroup meetings on the following topics:
  - Demand modeling and trends – Anaheim, IRWD, Mesa
  - Cadiz Water Conservation, Recovery and Storage Project - SMWD
  - San Juan Basin Optimization Plan including Nexus with Doheny Desal - SMWD
  - IRWD Water Banking Projects – IRWD
- Surveys were prepared and sent out to our agencies and the Three Cities regarding:
  - 2013-14 Billing Data by Sector
  - 5 and 25 Year Projections, including Existing Projects Production Forecast
  - NEW Project Survey
  - Generator and Operating Information for Agencies during emergency situations
- Meetings were held with:
  - Semi-Tropic Water Storage District
  - Willow Springs Water Bank (formerly known as Antelope Valley Water Bank)
- Additional meetings will be held with:
  - Cal Domestic, Brea and La Habra on groundwater supplies and reliability
  - SMWD - Cadiz and SJBA
  - IRWD - Strand Ranch and IRWD system capacity
- A request has been placed with the Center for Demographic Research for information by member agency on population, housing, employment and economics; this information will be used in the demand modeling
- Consultant work by CDM has involved:
  - Work on demand modeling and IRP modeling
  - Work on data collection
  - Participation in kick-off meetings
  - Meetings with MWDOC on:
    - Seismic issues and development of an approach to estimate potential well damage from various levels of ground acceleration
    - An approach to estimate water use efficiency impacts in Orange County from various levels of investment
- Upcoming work will involve:
  - Completion of survey information from our agencies – information has been late in coming in
  - Development of a statistical model of water production for OC 1990 - 2014
  - Work with MET on demand projections out to 2035

- Preparation of an IRP Shadow Model by CDM to mimic MET's IRP model
- Review of the upcoming Release of the DWR Model on SWP Reliability scheduled for March or April
- Workgroup discussions have been held on:
  - Demands and demand trends
  - Definition of Reliability
  - Duration of Reliability events
  - Policy, Economic or Other Issues to be Addressed in the Study
    - Local benefits using an ocean desalination project and a Central Valley Transfer as examples
  - Seismic issues – an initial discussion

### **Revised Schedule for Study**

1. The study is somewhat behind schedule due to several issues:
  - a. Time needed for the local agencies to respond to the MWDOC surveys
  - b. Time needed to authorize CDM to complete the shadow IRP model and the time needed to develop the model
  - c. The request to CDR to develop statistics for each of our agencies was submitted late
  - d. Based upon our initial discussions regarding mapping and other technical work for seismic ground accelerations in Orange County, we will have to update MWDOC's prior work from 2005; we are talking to CDM and other consultants that might be able to help in the analysis. Great strides have been made in recent years in evaluating ground accelerations resulting from various faults. The prior work by MWDOC is outdated. Additional structural/geotechnical work is likely needed to determine potential failure modes for wells and well-head facilities. Staff will focus on resolving this issue over the next month.
  - e. Following is the updated schedule for the study effort.

<b>Revised OC Reliability Study Schedule – January 2015</b>		
<b>Meeting No.</b>	<b>Anticipated Date</b>	<b>Proposed Meeting Topics</b>
3	Feb	Review Draft Water Demand Analysis and Method for Forecasting
4	Mar	Present Demand Forecast with Sensitivity; review reliability scenarios
5	Apr	Present Local Agency New/Potential Projects
6	May	Discuss Policy, Economic and Other Issues Relative to Improving OC Reliability

7	Jun	Present Supply and System Gap Analysis
8	Jul	Present Example Portfolios of New/Potential Projects
9	Aug	Demonstrate that New/Potential Projects Improve Reliability
10	Oct	Review Draft Report

### **Review of Doheny and San Juan Basin Work Activities**

As part of the Study Status update, staff was requested to provide an update with respect to the San Juan Groundwater Basin and how that work relates to the Doheny Desalination Project. The information follows.

The end of 2013 culminated five years and \$6.2 million worth of work investigating a slant well intake for the Doheny Desal Project. The work concluded that the project was feasible and could produce 15 million gallons per day (mgd) of NEW POTABLE SUPPLIES at an estimated capital cost of \$153 million or \$1611 per AF (2012 dollars) not counting any subsidies. Incentives from Metropolitan Water District would reduce the cost of water by \$340 per AF for 25 years or \$475 for 15 years.

As the Doheny work was being completed, it was recommended that the five Project Participants, consisting of South Coast Water District, City of San Clemente, City of San Juan Capistrano, Laguna Beach County Water District and Moulton Niguel Water District, move the project forward by initiating \$5M in work towards:

- Permitting
- Preliminary engineering
- Geotechnical evaluations
- Additional groundwater modeling
- Offshore geophysical studies
- Conducting baseline environmental studies
- Initiating CEQA and NEPA

The Doheny Participants elected to hold off on this work in 2013.

In late 2013, the San Juan Basin Authority (SJBA) was just completing its groundwater management plan and proposed a project that involved increasing the sustainable yield of the groundwater basin through:

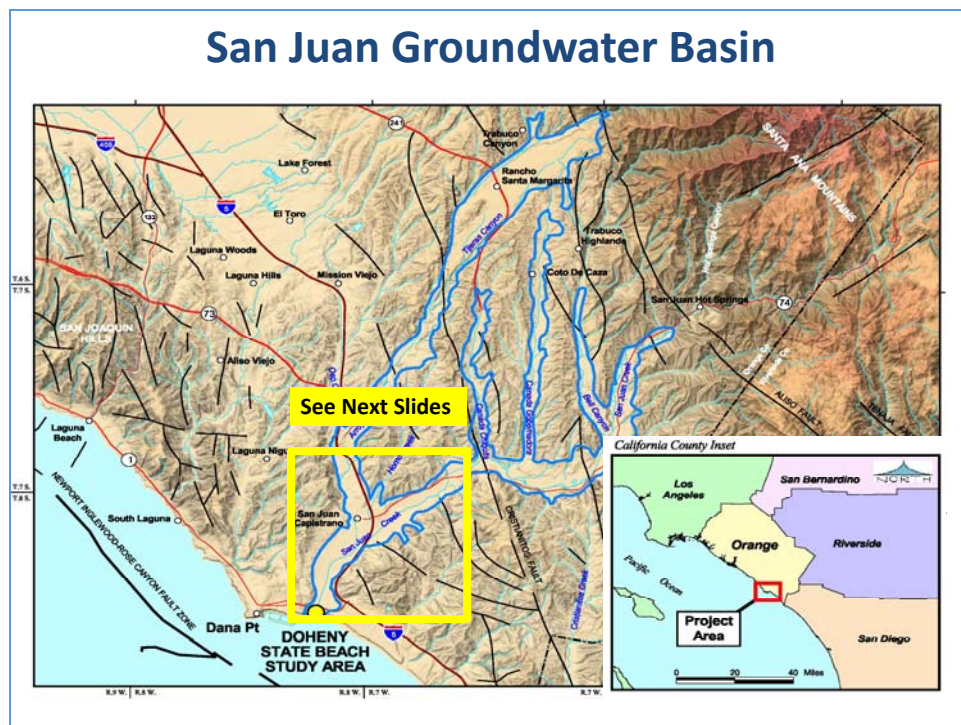
- Recharge of storm and recycled waters
- Creation of a seawater extraction barrier that will desalt seawater and generate a new supply of water
- Recharge large amounts of recycled water
- Recovery of the new recharge by expanding groundwater production facilities and treatment.

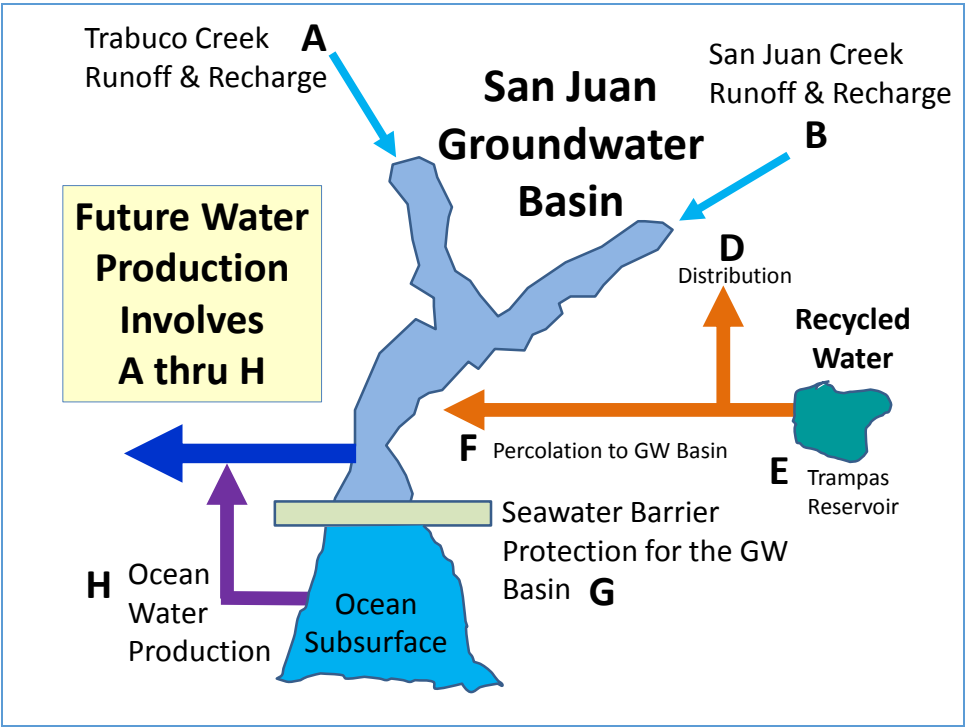
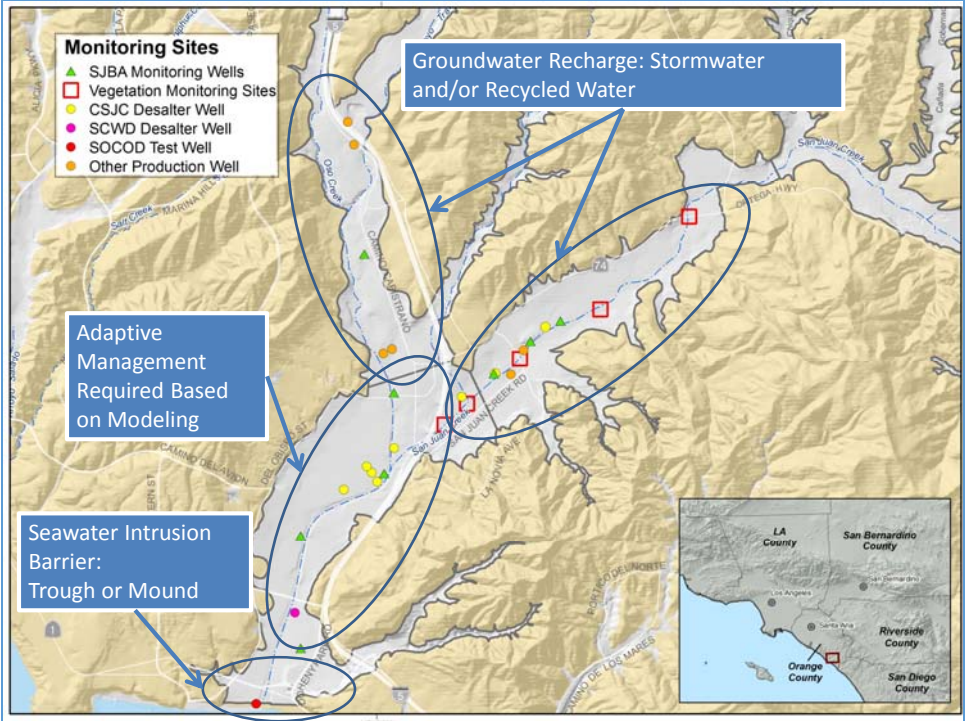
In the SJBA Groundwater Management Plan, it was recognized that the Doheny Desal Project could serve as the seawater extraction barrier and would also generate a new

supply of water. The SJBA members agreed that additional technical work was needed to be completed to develop the full understanding and relationships between the components of the Doheny and the SJBA projects. Some of this work has been started as follows:

- Additional groundwater and water quality modeling of the Doheny Desal Project subsurface intake system – by South Coast and Laguna Beach CWD via the MET Foundational Action Program
- Additional surface and groundwater modeling of the San Juan Groundwater Basin operations – by SJBA via the MET Foundational Action Program
- Additional monitoring of the groundwater basin operations under current drought conditions – by SJBA
- Geophysical work within the groundwater basin – by SJBA
- Investigation regarding the type of seawater barrier (injection or extraction) – by SJBA
- Work with the Regulatory Agencies on groundwater replenishment with recycled water – by SJBA
- Environmental Baseline monitoring of the San Juan Creek lagoon – by South Coast
- Development work for a demonstration 5 mgd Doheny Desal Project (South Coast WD & Laguna Beach CWD joint efforts)
- Work evaluating other supply options for South Orange County – MWDOC and others via the OC Water Reliability Study

The figures below depict the general relationship of the various water sources that could be utilized to enhance local water production in South Orange County.





It is anticipated that the work underway will result in a regional project for south Orange County that will include the following components:

1. San Juan Groundwater Basin Utilization/Management/Enhanced Yield
2. Recycled Water Storage, Production & Distribution System Expansions
3. Seawater Barrier to protect the San Juan Groundwater Basin
4. Ocean Desalination Facility for Potable Supplies
5. Other components and options that will come out of existing studies including those ideas and projects that are being considered in the Orange County Water Reliability Study which is underway at this time.

The current and future work of the above components will determine **exactly** which components move forward and which do not. All of these efforts are considered to be in the developmental stages at this time. Collectively, the overall investment being evaluated is on the order of \$500 million or more for development of 30,000 AF per year yield of NEW WATER SUPPLIES.

#### **Drought Impacts to San Juan Basin**

Historical quarterly monitoring of salinity and chloride levels in the basin raised concerns beginning in April 2014 when levels rose in the monitoring well closest to the South Coast groundwater desalter at Stonehill Dr. Reports of stressed vegetation in the watershed were also reported. Weekly water quality monitoring was initiated in September 2014 and the South Coast well and three City of San Juan wells were voluntarily turned off. These wells have remained off; water elevations have recovered by 6 to 8 feet close to the coast and by 9 to 15 feet further inland; the rise in chloride levels has remained constant or declined in the recent sampling. The rain events in December also helped. Sampling is continuing every two weeks and the decision to turn the wells back on is pending further monitoring and evaluation. The SJBA is conducting other technical geophysical work to try to get a better understanding of seawater intrusion and the flow of water in the basin. Production in the basin has been reduced from about 500 AF per month to about 300 AF per month since September 2014.

Attached are the Powerpoints from the January 22 OC Water Reliability Workgroup meeting.










# OC Water Reliability Study Workgroup Meeting #3 Background Issues

January 22, 2015






Municipal Water District of Orange County

# Agenda

-  Reminder to get informational requests back to Kevin Hostert at MWDOC
-  Presentations from Agencies
  -  Presentation by Mesa Water on Demand Forecasts and Trends
  -  Presentation by SMWD on Cadiz and San Juan Basin
  -  Presentation by IRWD on Strand Ranch
-  Status Report on Study Components
-  Next Steps









# Information from Agencies

-  MWDOC (Kevin Hostert) Agency Surveys
  -  2013-14 Billing Data by Sector
  -  5 and 25 Year Projections, including Existing Projects Production Forecast
  -  NEW Project Survey
  -  Generator and Operating Information for Agencies during emergency situations

**Would like information in by December 31;  
if you have questions or need help,  
call or email Kevin Hostert  
714-593-5034 or [khostert@mwdoc.com](mailto:khostert@mwdoc.com)**









# Presentations by Agencies

-  Presentation by Mesa Water on recent work on updating demand projections
  -  Methodology
  -  Forecast of impact of WUE efforts
  -  Trends identified
-  Presentation by SMWD on Cadiz and San Juan Basin Optimization
-  Presentation by IRWD on Strand Ranch



# Status Reports

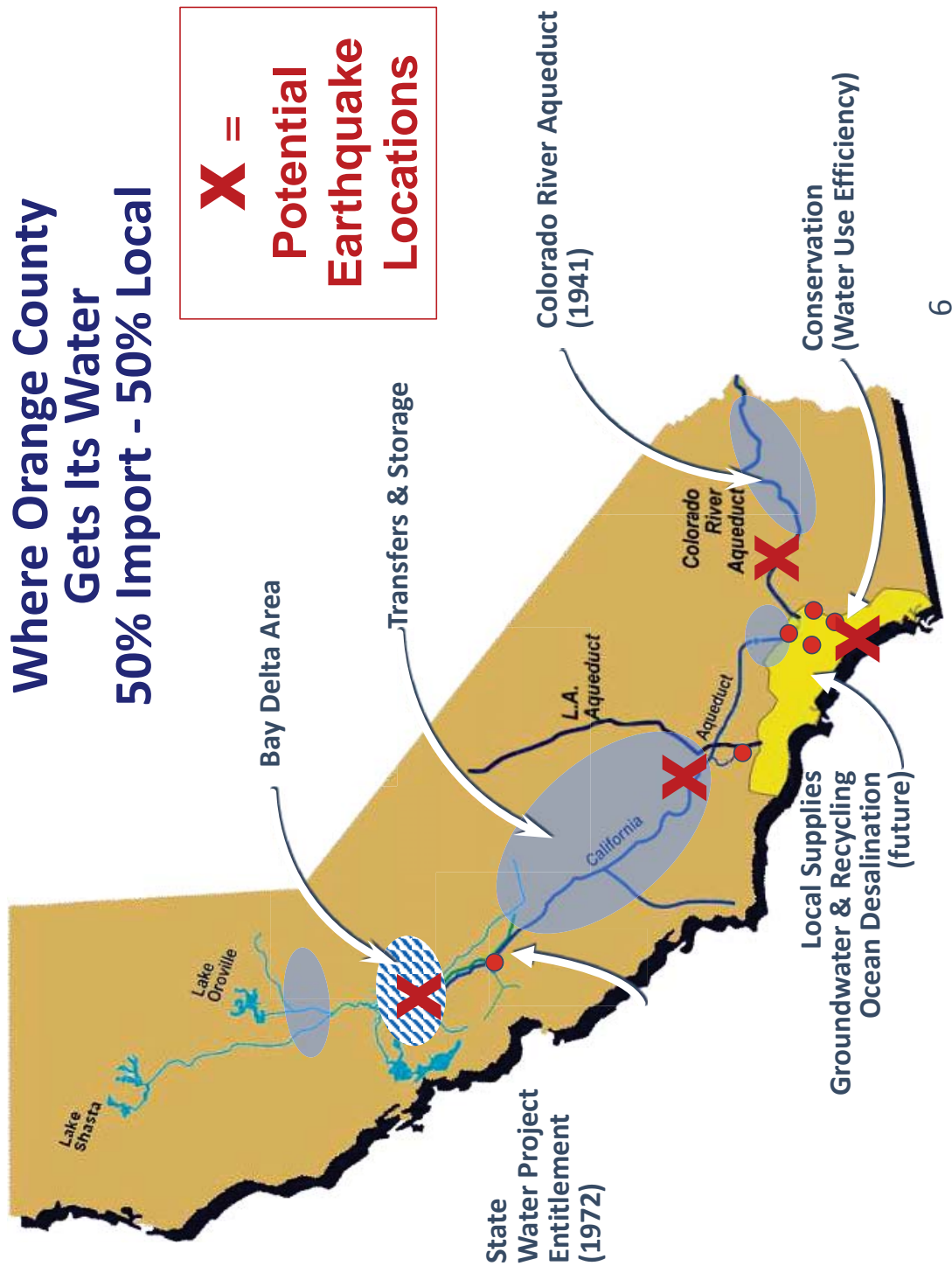
-  MET demand modeling – Dan Rodrigo
-  DWR Report on State Water Project Reliability – Dan Rodrigo
-  Water Use Efficiency Efforts in Orange County – Dan Rodrigo/Joe Berg
-  Seismic Impacts in Orange County – Karl Seckel/Richard Bell
-  Seismic Impact to MET – Richard Bell/Dan Rodrigo
-  Policy Issue discussion from last month (Lisa Ohlund/Karl Seckel)



# Seismic Impacts to Water Supplies

Where Orange County Gets Its Water  
50% Import - 50% Local

**X = Potential Earthquake Locations**







# System Outage Durations Can Be Lengthy

Fault	Potential Damages	Recovery Period Months
Bay Area	Delta Levee Failure - Salt Water Intrusion	up to 36
San Andreas	Edmonston PP severe damages	up to 36
	Tehachapi - Carley V Porter Tunnel severed	up to 24
	East Branch Aqueduct severe damages	up to 36
	Colorado River Aqueduct severe damages	up to 6
	Transmission System Damages	up to 6
San Jacinto	East Branch SWP	up to 12
	Colorado River Aqueduct	up to 6
	Transmission System Damages	up to 6
Whittier/ Elsinore	Lower Feeder	up to 2
	Yorba Linda Feeder	up to 2
	Diemer WTP	up to 2
	Orange County Feeder	up to 1

South County Study Update & MET Analyses at  
Diemer Suggests 60 days as a Planning Criteria

# Seismic Conclusions






## MET/DWR Responsible for Planning for Dealing with Import System Outages

-  Is there sufficient storage in Southern California to deal with these situations
-  LA is now investigating
-  Lucy Jones coming to Speak
-  Include in MET IRP Update

## Local Planning Criteria Within OC to Plan for 60 day Outage of Import System

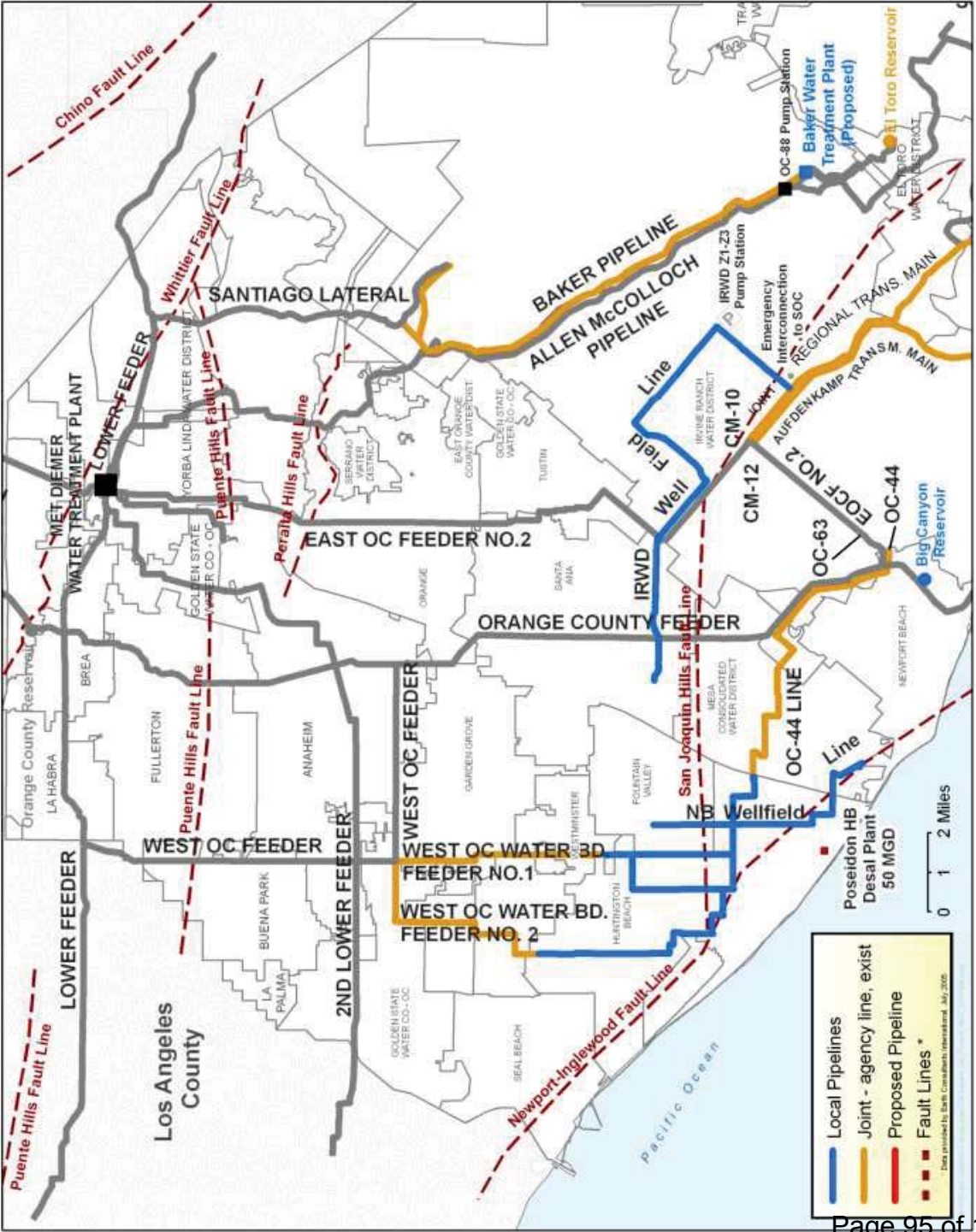
-  Assumed Import system out for 60 days
-  What will impacts be on wells and other local facilities during those 60 days?

# Seismic Impacts Within OC

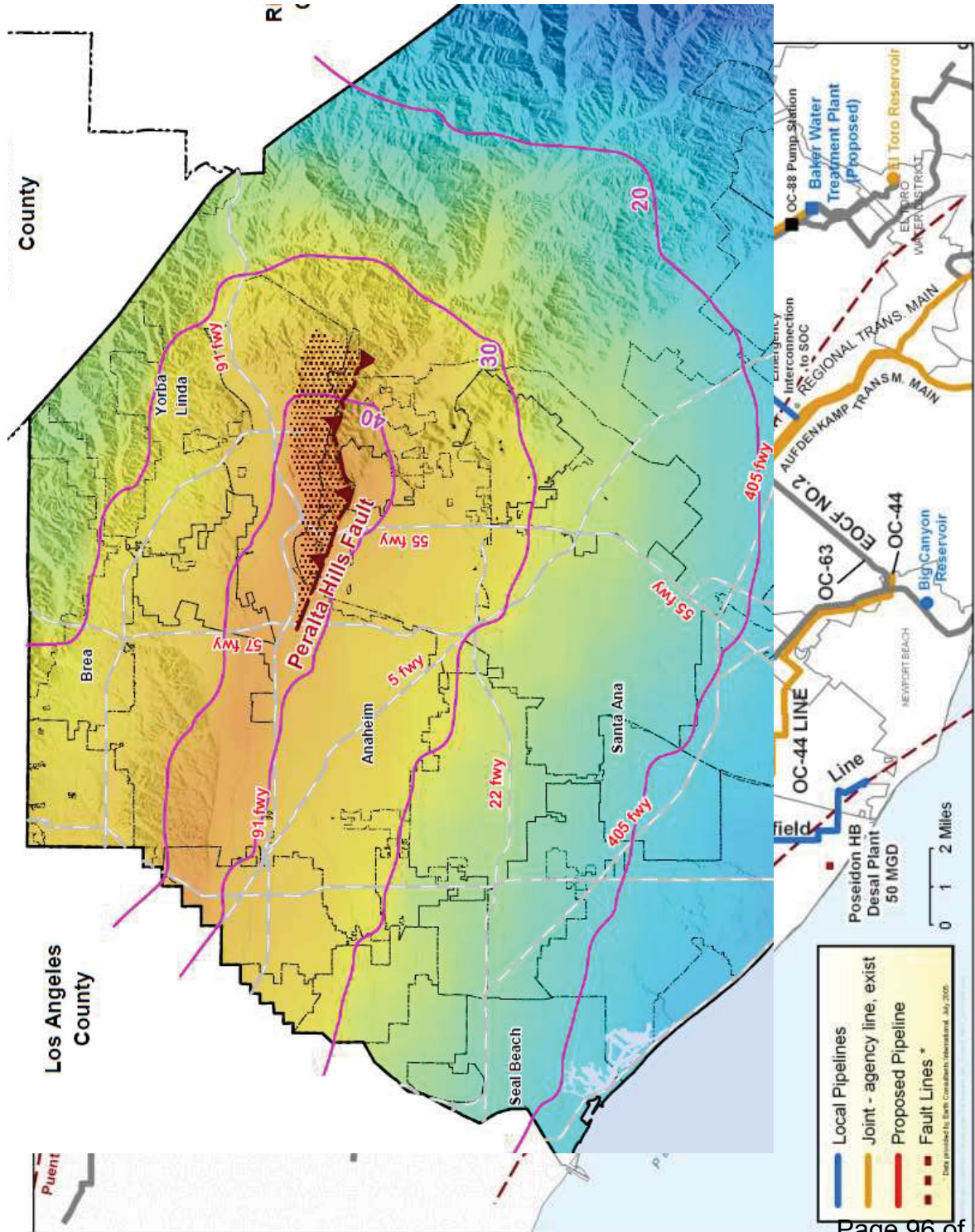
-  Examine Ground Acceleration impacts to wells and distribution facilities
  -  MWDOC had generalized risk and rough approximation of damage potential work completed in 2005
  -  Methods of analysis have improved – prior work likely needs to be updated
-  Examine threshold acceleration that would potentially impact facilities; develop a “facility loss and outage function” to analyze system GAP
-  Deterministic and Probabilistic analysis of earthquake impacts



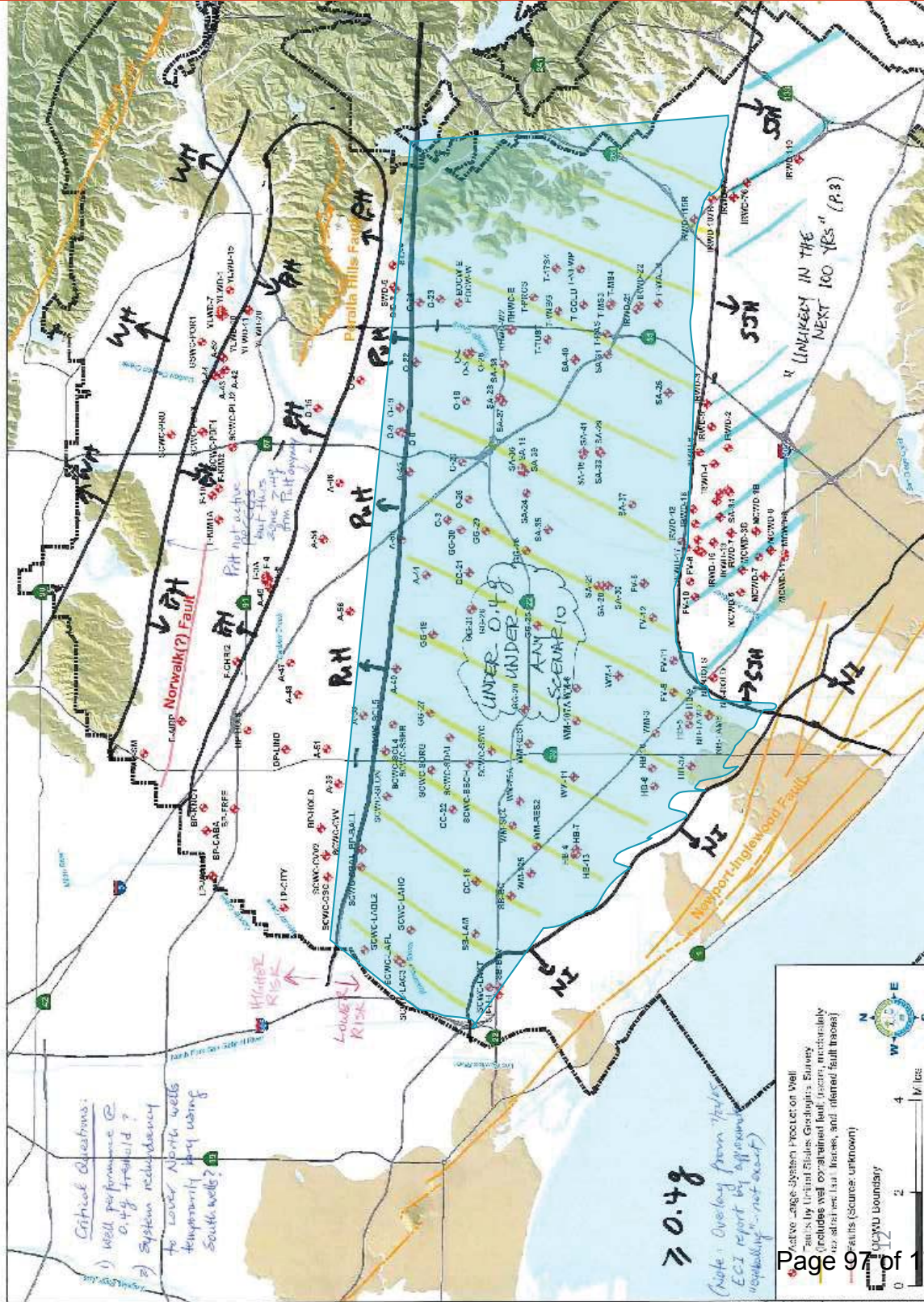
Conceptual  
Seismic  
Impacts in  
OC (data  
needs  
updating)



# Conceptual Seismic Impacts in OC (data needs updating)



# Conceptual Seismic Impacts in OC (data needs updating)



# Policies Issues

 Follow up from last month – see handout







# Upcoming Next Steps

- Complete collection and compilation of data from Agencies Survey – NEED ASAP
- Upcoming Meetings to Collect Data:
  - Cal Domestic, Brea and La Habra Groundwater
  - SMWD, Cadiz and SJBA
  - IRWD, Strand Ranch
- Develop OC Statistical Model of Water Production
- Work with MET on Demand Forecasts – NEED Sector DATA
- Identify and Value Benefits of Local Projects - ONGOING
- Preparation of MET IRP Shadow Model for GAP – BOARD JUST AUTHORIZED



# Study Issue

## Schedule has slipped

-  Lack of MET IRP Data
-  Lack of Local Data
-  MWDOC Board authorization for Scope Change Took a month
-  Likely need to update 2005 Seismic Information

## Information for NEXT Month's Meeting

-  Any Special Requests
-  MNWD Water Reliability Update (if ready???)
-  Other



# Questions

# Irvine Ranch Water District Water Banking Projects

OC Reliability Study Meeting  
January 22, 2015



# Presentation Overview

- Objectives of IRWD water banking
- Overview of projects
- Long-term partnerships
- Important agreements
- Sources of water
- Water bank operations
- Water in storage
- Water costs to IRWD
- New recovery project opportunities
- Next steps

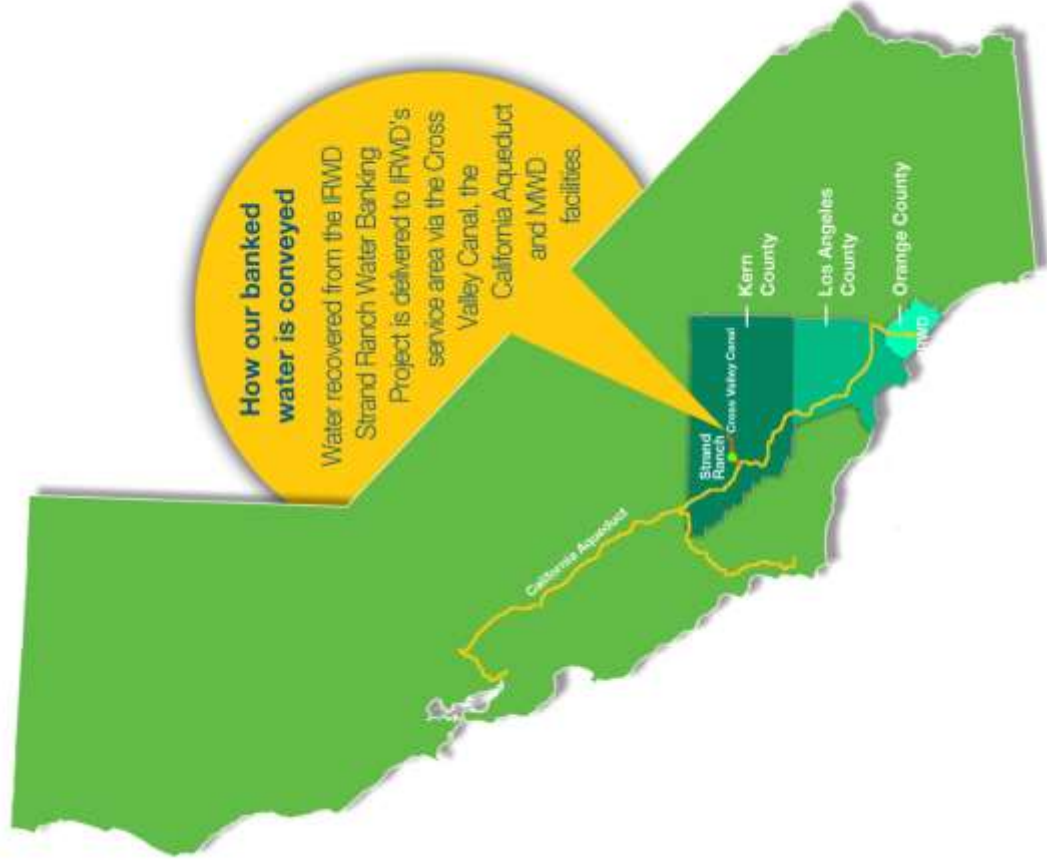


# Objectives of Kern County Water Banking

To store wet-year supplies for dry-year use

To meet 15% of IRWD demands over a 3-year period of water-shortage conditions

• At an equivalent price to IRWD's imported supplies



# Water Banking Projects Overview

IRWD has developed two Water Banking Projects in Kern County:

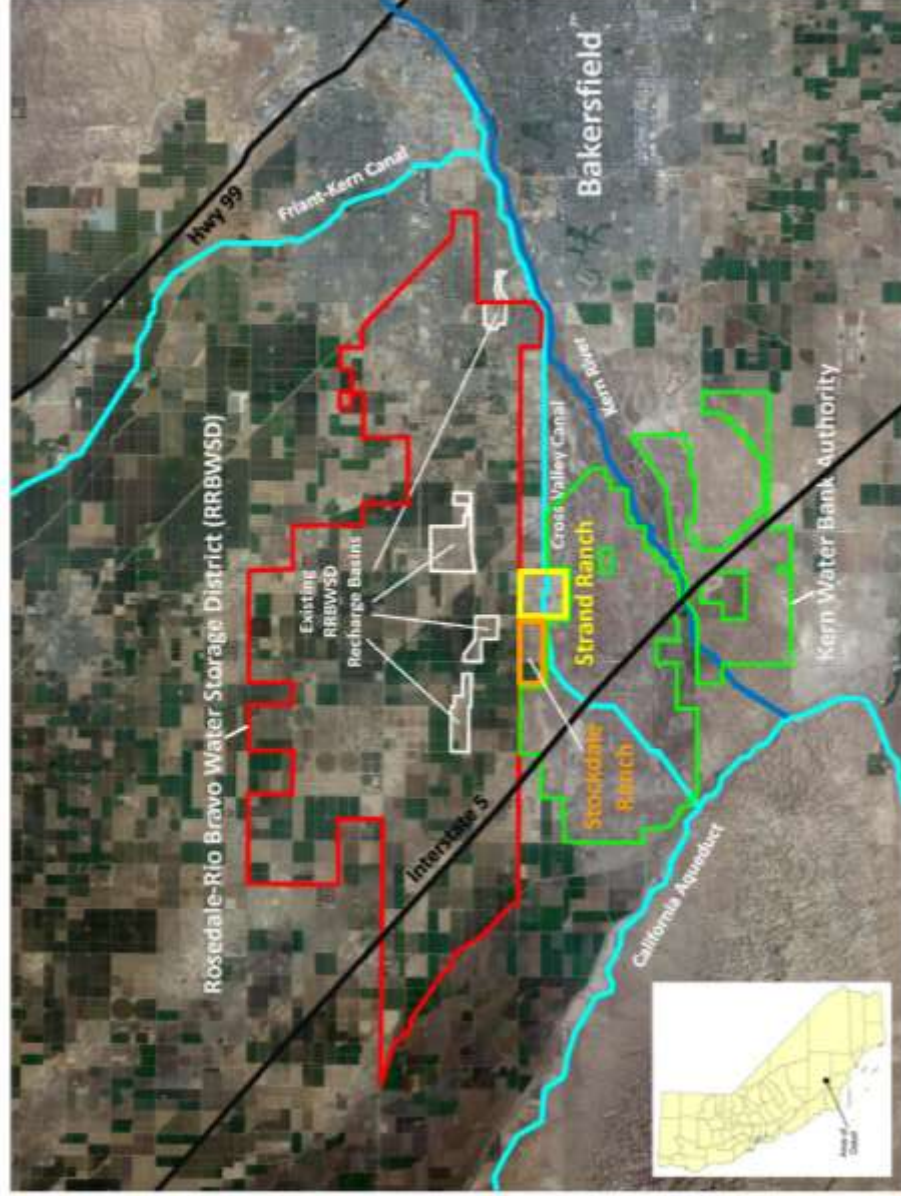
- 761 acres of recharge basins
- 7 production wells
  - Expanding to 10 wells
- 50,000 acre-feet of storage capacity
  - Expanding to 125,000 AF

- Access to Cross Valley Canal and California Aqueduct



# Water Banking Projects Location

Location ideal for water banking and conveyance



Strand Ranch: 611 acres total; 502 acres of recharge basins (acquired in 2006)

Stockdale West Ranch: 325 acres; 259 acres of recharge basins (acquired in 2010)

# Strand Ranch Water Bank Fully Operational

Recharged 36,000 AF  
on Strand Ranch



Page 107 of 170

Discharging to Cross  
Valley Canal



Wells have been  
producing water  
continuously since April  
2103



# Strand Ranch Recharge Facilities

- Two Cross Valley Canal (CVC) turnouts
- Two water supply channels to the north and south recharge basins
- 502 acres of recharge basins
- One siphon under the Pioneer Canal



*Embankments under construction*



*Recharge on the Strand Ranch*

# Strand Ranch Recovery Facilities

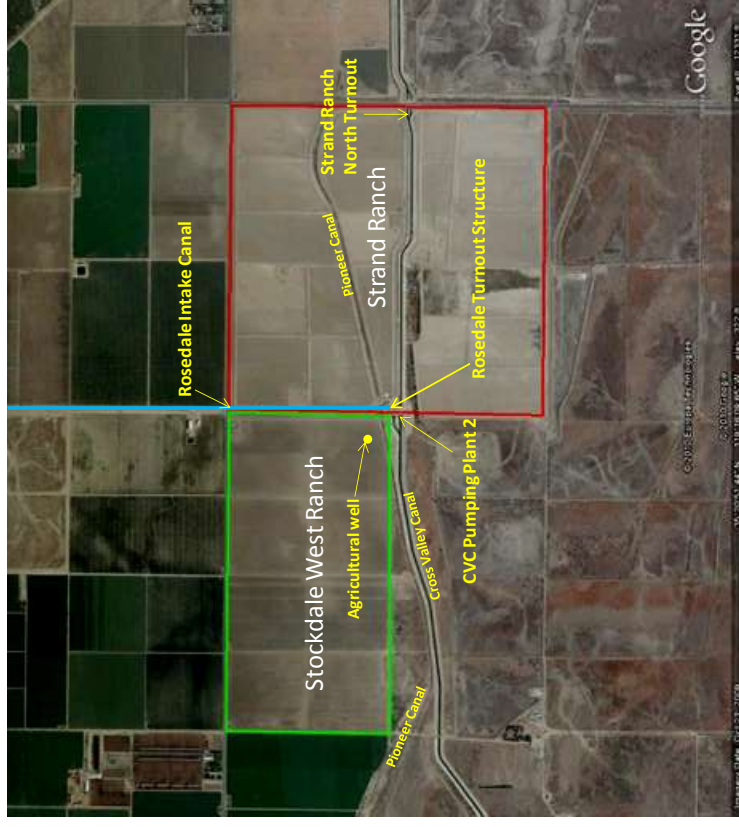
- Six production wells constructed on the Strand Ranch (5 to 7 cfs each)
  - 300 to 350 HP each
- One existing well rehabilitated
- Total combined extraction capacity of 36 cfs
  - Short-term extractions of up to 40 cfs allowed for operational flexibility
- Three nested monitoring wells



*Recovery Well at Strand Ranch*

# Stockdale West Recharge Facilities

- Syphon from the Strand Ranch (60 cfs)
- 259 acres of recharge ponds
- Constructed as pilot project in 2011



# Stockdale West Recovery Facilities

- Currently in design:
  - 3 production wells ( 5 to 7 cfs each)
  - Wellhead facilities
  - Pipelines
  - Cross Valley Canal turn-in
- Construction contract to be awarded
  - May 2015
  - Dependent on certification of EIR
    - Will result in 75,000 AF additional storage capacity to IRWD



# Long-Term Partnerships Make it Work

- IRWD/Rosedale-Rio Bravo Water Storage District (Rosedale)
  - Water Banking and Exchange Agreement (30 year term)
  - Executed in January 2009
  - To be expanded in 2015 to include Stockdale West Ranch
  - Provides for shared use of facilities (IRWD first priority)
  - IRWD as the owner, Rosedale as the operator
- IRWD/Buena Vista Water Storage District (BVWSD)
  - Water Exchange Agreement (28 year term)
  - Executed in December 2010
  - Exchanges of pre-1914 Kern River water on a 2-for-1 basis
- Dudley Ridge Water District
  - Banking of Table A water from IRWD land holdings
- Other State Water Project Contractors



# IRWD / MWDOC / MWD Agreements

- Coordinated Operating and Exchange Agreement (2011)

- Allows IRWD to secure SWP water
  - Storage in Strand Ranch or Southern California
  - Water is delivered to IRWD through exchange
- MWD can borrow SWP supplies from IRWD
- Qualifies water as Extraordinary Supply



- Template Wheeling Agreement

- Allows access to MWD facilities to transport non-SWP supplies to IRWD's service area
- Must be executed for each transaction
- Qualifies water as Extraordinary Supply
- Pilot wheeling agreement executed in 2014 for 1,000 AF

# Sources of Water for Storage

## Water from the State Water Project (SWP):

Unbalanced Exchange Programs (Table A water)

- 2008 and 2011 Carpinteria Valley Water District (CVWD)
- 2011 Antelope Valley East Kern Water Agency (AVEK)
- IRWD's Jackson Ranch in Dudley Ridge Water District (DRWD)
  - 883 acres with 1,748 AF of Table A Entitlement
  - Water banked at Strand Ranch
  - Participation rights in the Kern Water Bank (9,500 AF of storage)



## Water from Non-SWP Supplies:

• Kern River Flood Flows (via Rosedale); IRWD retains 20%.

• Kern River Pre-1914 High-Flow Water (via BVWSD); IRWD retains 50%

• Other Wet-Year Exportable Supplies (as available)

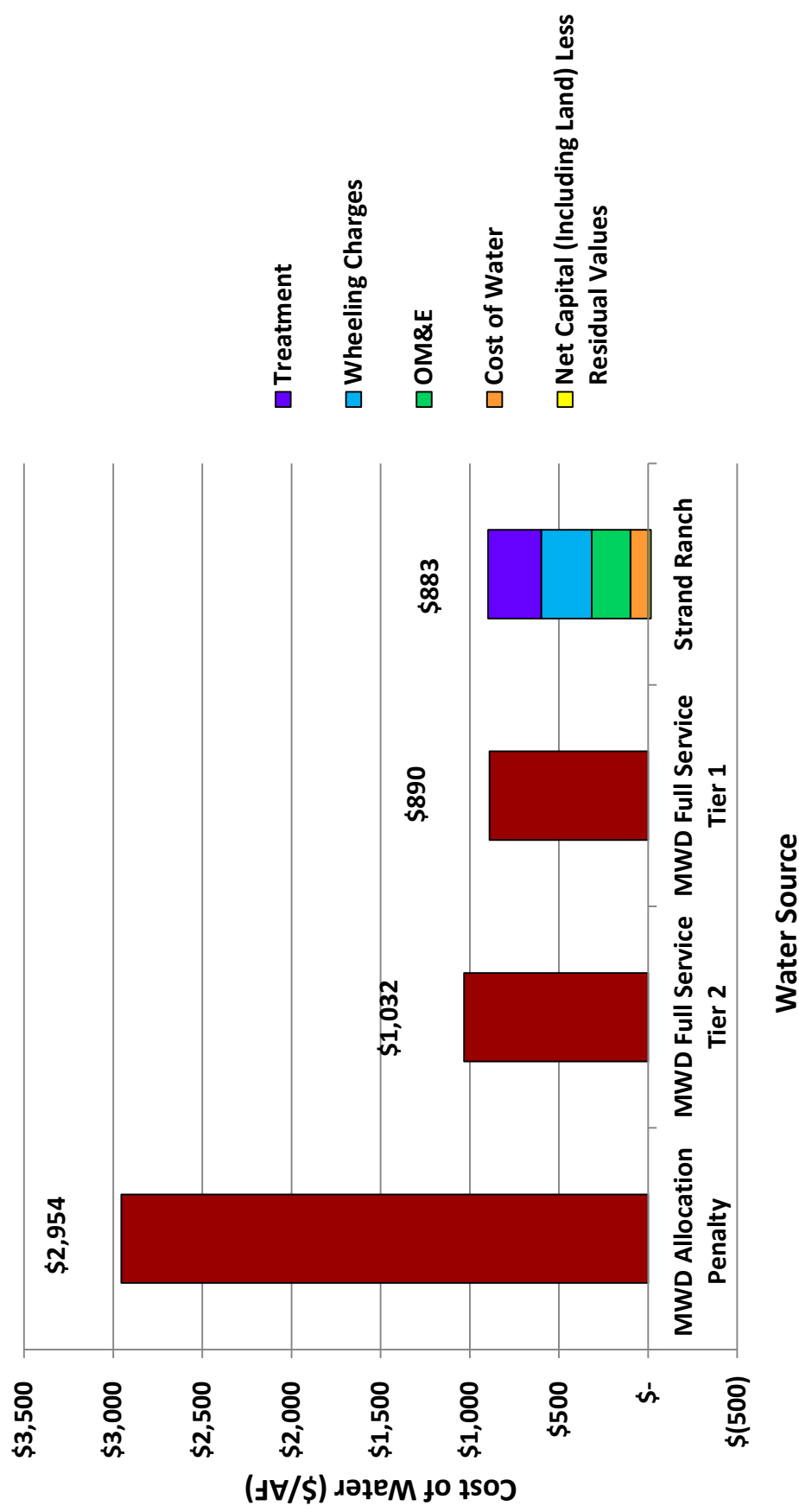
# Water Banking Operations

Year	BVWSD (Kern River)	AVEK (SWP)	CVWSD (SWP)	DRWD (SWP)
2010	Recharged 8,741 AF		Recharged 589 AF	
2011	Recharged 16,732 AF on Strand and 3,268 AF on Stockdale			
2012	Recovered 2,500 AF for BVWSD	Recharged 4,988 AF	Recharged 1,397 AF	
2013	Recovered 6,667 AF for BVWSD		Recovered 280 AF for CVWSD	
2014	Recovered 1,000 AF for Farm Obligation; Recovered 1,000 AF for IRWD/MWD Wheeling; Recovered 4,000 AF for IRWD/MWD Exchange	Recovered 2,229 AF for AVEK; Recovered 2,229 AF for MWD	Recovered 208 AF for CVWSD; Recovered 853 AF for MWD	Stored 846 AF

# IRWD's Stored Supplies

Strand Ranch	Stockdale Ranch	In MWD's System	Kern Water Bank	Total Stored Water
4,919 AF Kern R. <u>2,842 AF SWP</u> <b>7,761 AF Total</b>	<b>1,401 AF Kern R.</b>	4,000 AF MWD/IRWD Exchange 3,082 AF from MWD borrowing 423 AF DRWD/IRWD SWP <u>1,000 AF IRWD/MWD Wheeling</u> <b>8,505 AF Total</b>	<b>4,036 AF SWP</b>	<b>21,703 AF</b>

# MWD 2014 Rates and Strand Ranch Costs<sup>1)</sup>

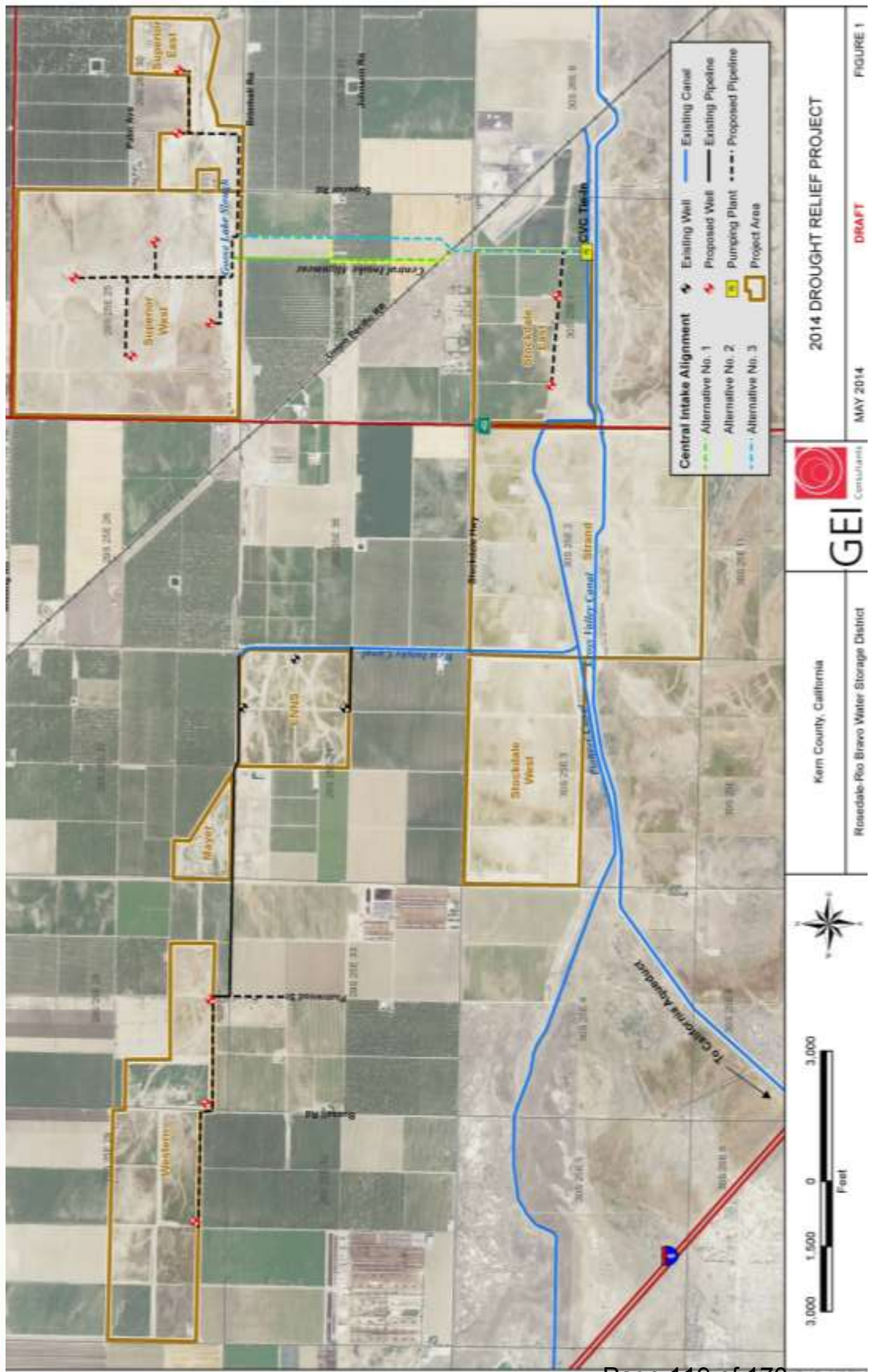


<sup>1)</sup> Strand Ranch costs shown are for “wheeled” non-SWP water

# New Recovery Facility Project Opportunity

- Rosedale, Castaic Lake Water Agency (CLWA) and IRWD considering entering in partnership:
  - 11 new recovery wells and pipelines
    - 3 wells for IRWD's use
  - Pipeline to convey water to Cross Valley Canal
- IRWD would receive first priority rights to recovery capacity
  - Assist in getting water out of storage during summer months
  - CEQA review is nearly complete

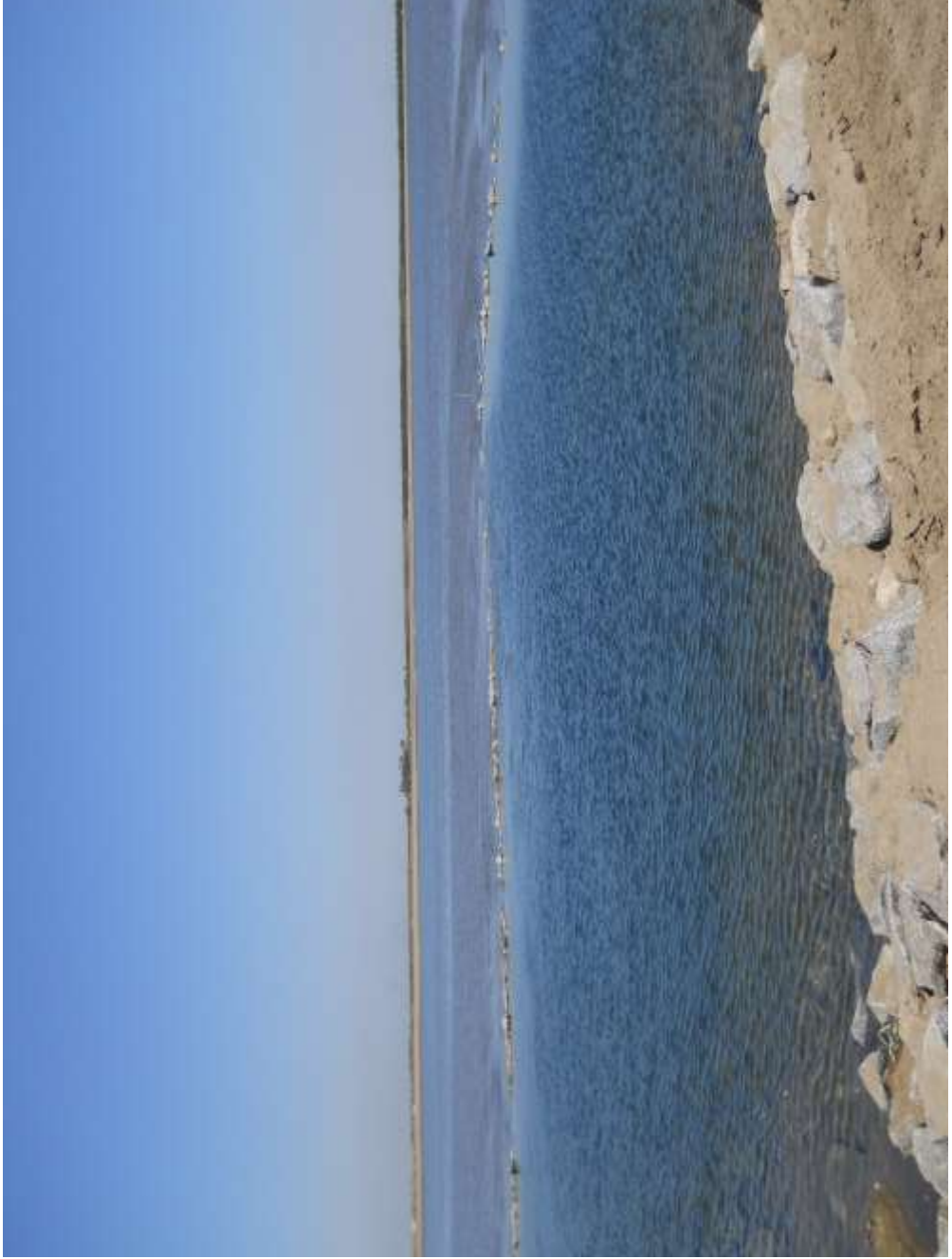
# Proposed Recovery Facility Project Location



# Next Steps

- February 2015
  - Public review of Stockdale West Environmental Impact Report (EIR)
  - Approve and execute cost sharing agreement for New Recovery Facility Project
- May 2015
  - Certify Stockdale EIR
  - Approve and execute agreement expanding partnership with Rosedale to the Stockdale West Ranch
- June 2015 to December 2016
  - Long-term partnerships with AVEK, CVWD and others
  - Construction of Stockdale recovery facilities
  - Construction of New Recovery Project facilities

# Questions?

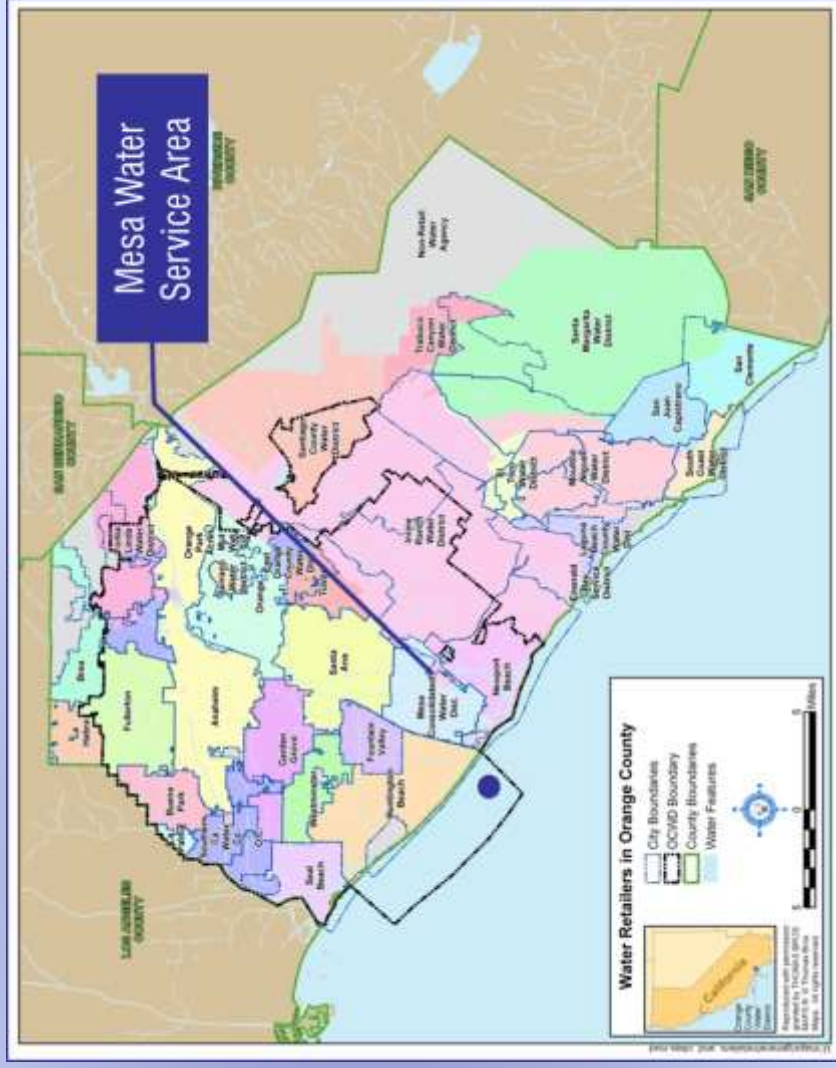


# Demands & Projection Methodology

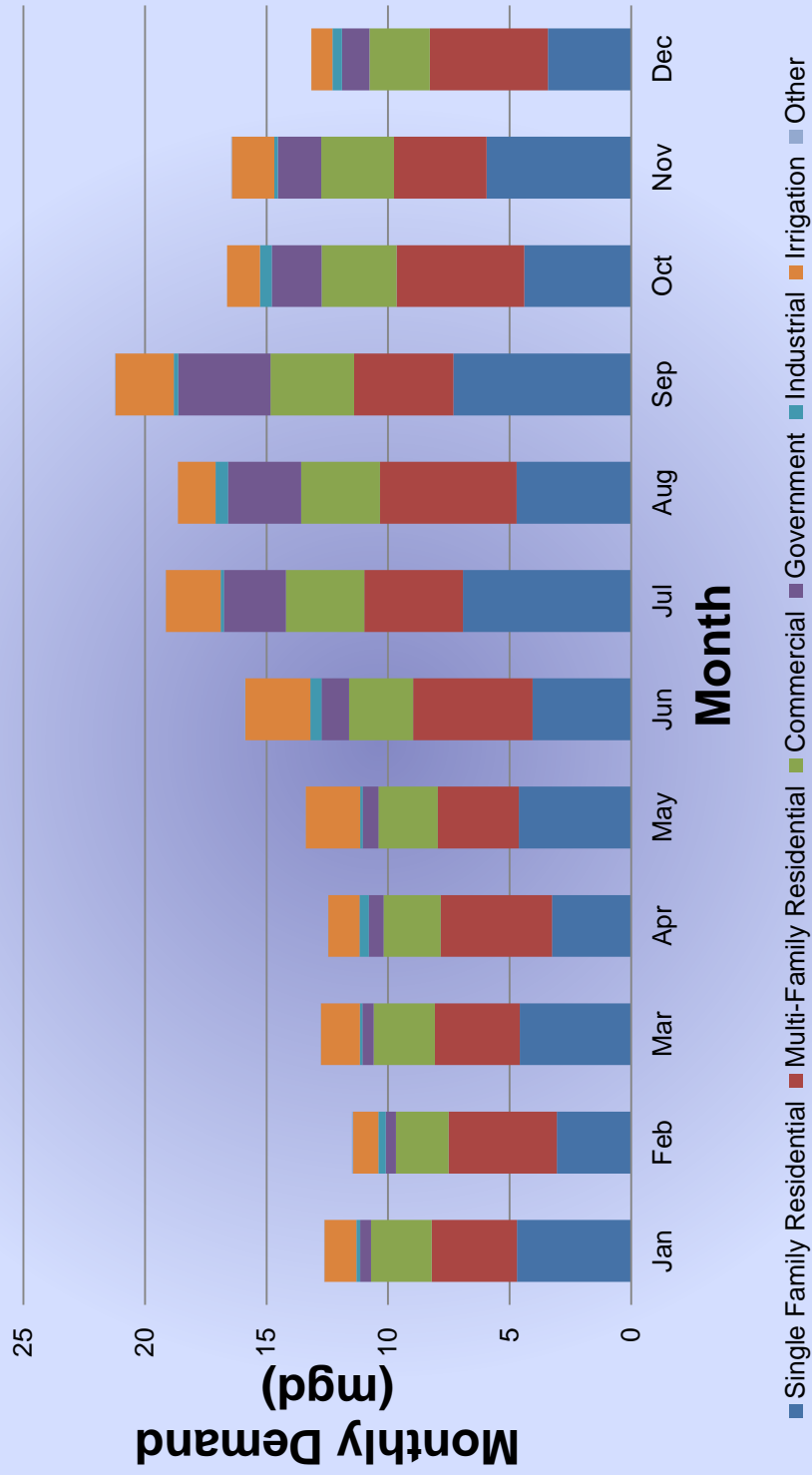
Presentation to  
MWDOC Reliability Study Group  
January 22, 2015

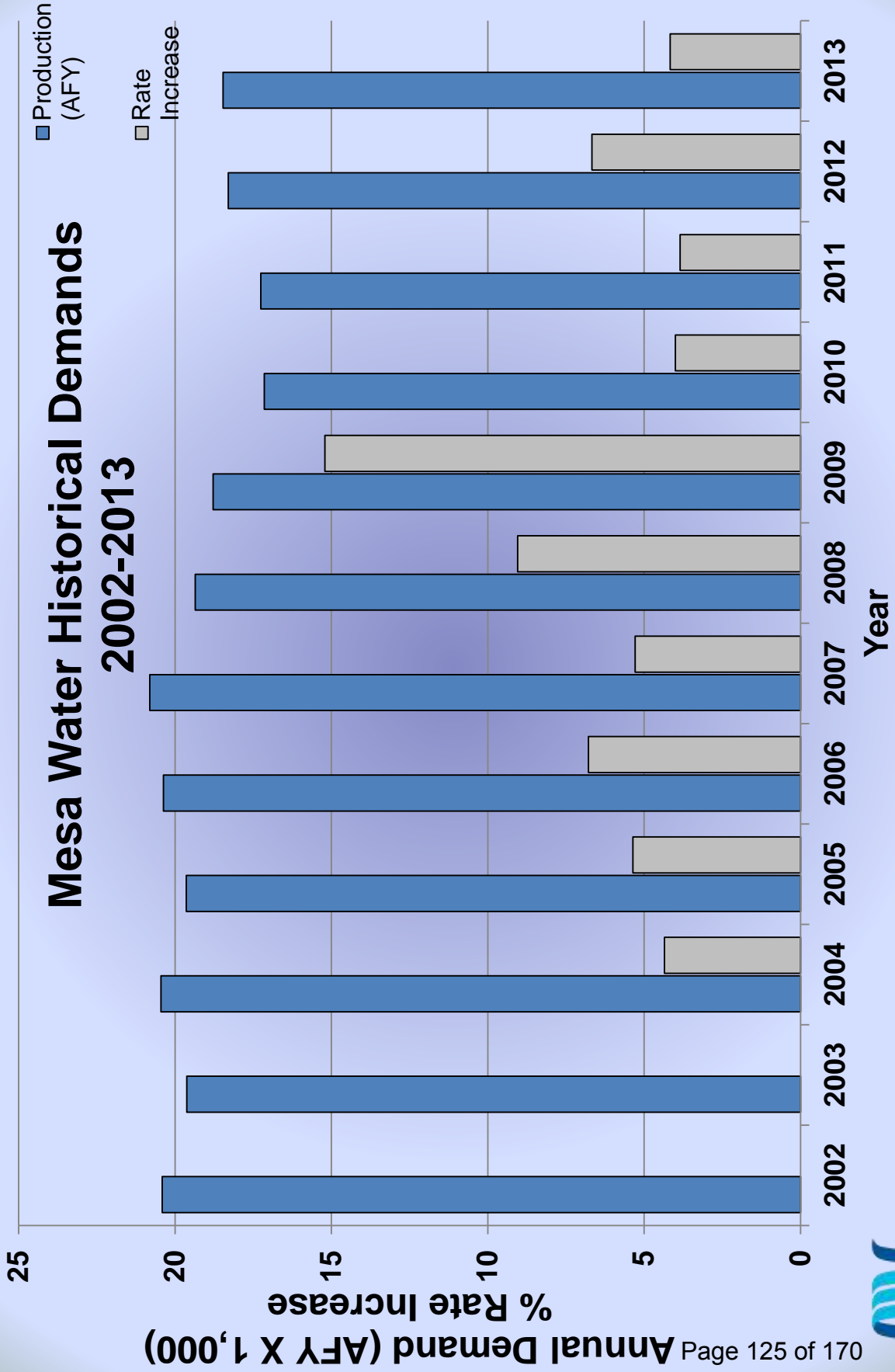
# Introduction to Mesa Water®

- Special District formed in 1960
- Service population of ~108,000
- ~23,000 retail accounts
- 18 Square Mile Service area
  - Most of Costa Mesa,
  - Parts of Newport Beach
  - Orange County (John Wayne) Airport
  - Unincorporated areas of Orange County



## 2012 WATER DEMAND BY CUSTOMER CLASS





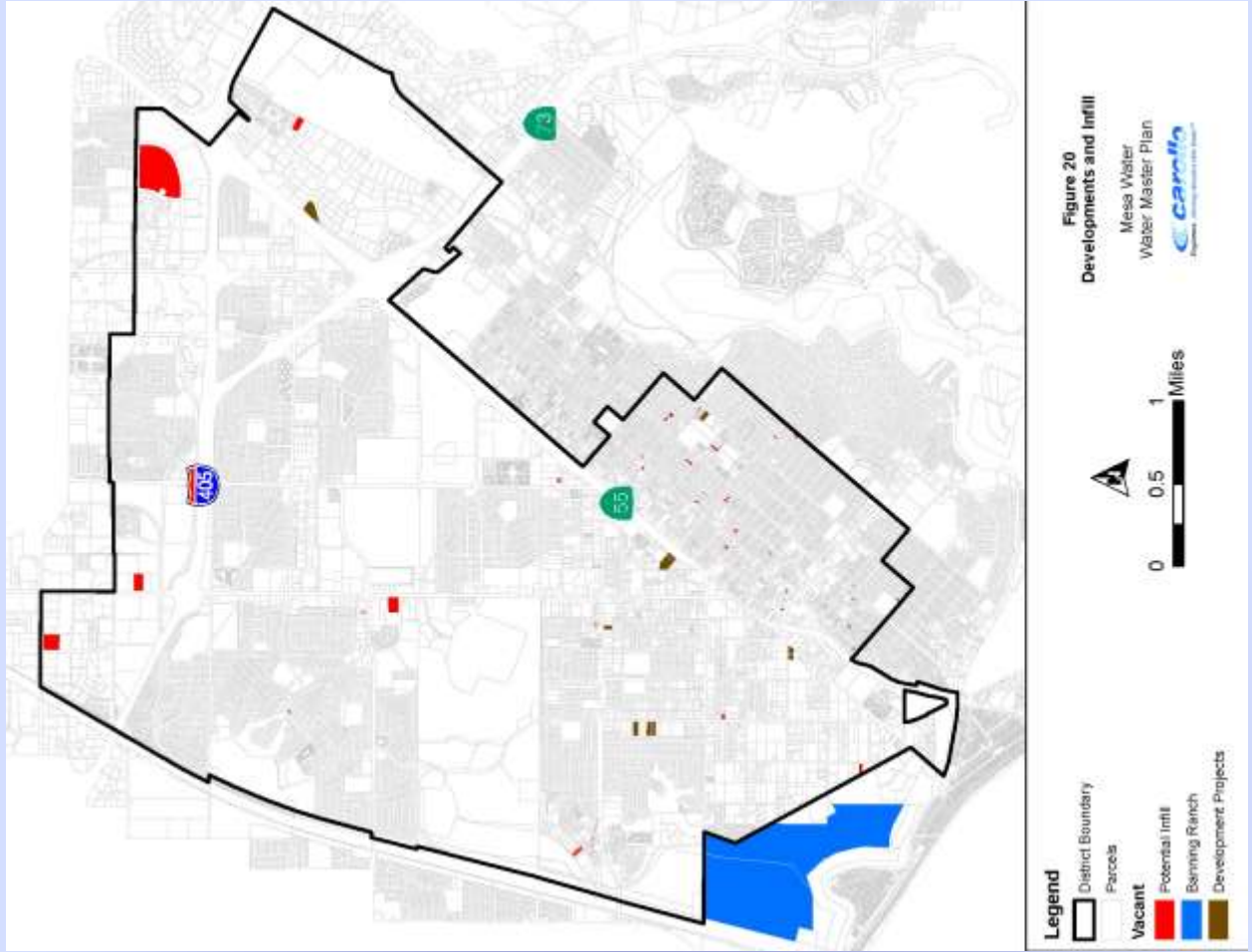
# Demand Projection Methodologies

- **Per Unit**
  - unit rate of water use per key
  - driver applied system-wide
  - Example: gallons per person per day
- **Disaggregated Per Unit**
  - subdivide system into zones
  - apply the per unit method
  - Example: land use by gallons per day per acre
- **Multivariate**
  - statistical regression model
  - Example: Model population, weather, economy
- **Agent Based:** Model to the individual customer
- **End Use:** Model based on how the water is used

# Forecasting Methodologies Analysis

Method	Per Unit	Disaggregated Per Unit	Multivariate	Agent Based	End Use
<b>Projection Basis</b>					
<b>Example</b>	Single driver	Multiple drivers	Multiple weighted drivers	Individual customers	Individual devices
	gpcd/ population	gpd/acre	Econometrics	Willingness to pay model	Customer audits
<b>Pros</b>	Accessibility, simple to communicate, simple to update, industry standard	Increased accuracy, captures spatial and/or temporal elements	Highly accurate and predictive results	Increased accuracy, accounts for additional system dynamics	Very customizable, high potential accuracy
<b>Cons</b>	No geospatial allocation, limited resolution	Increased data needs, increased complexity	Degree of precision is not necessary for long range planning, complex, long-term development, difficult to communicate findings	Complex, very data intensive	Ill suited for system wide aggregation, significantly increased data needs

# Open Space in Service Area



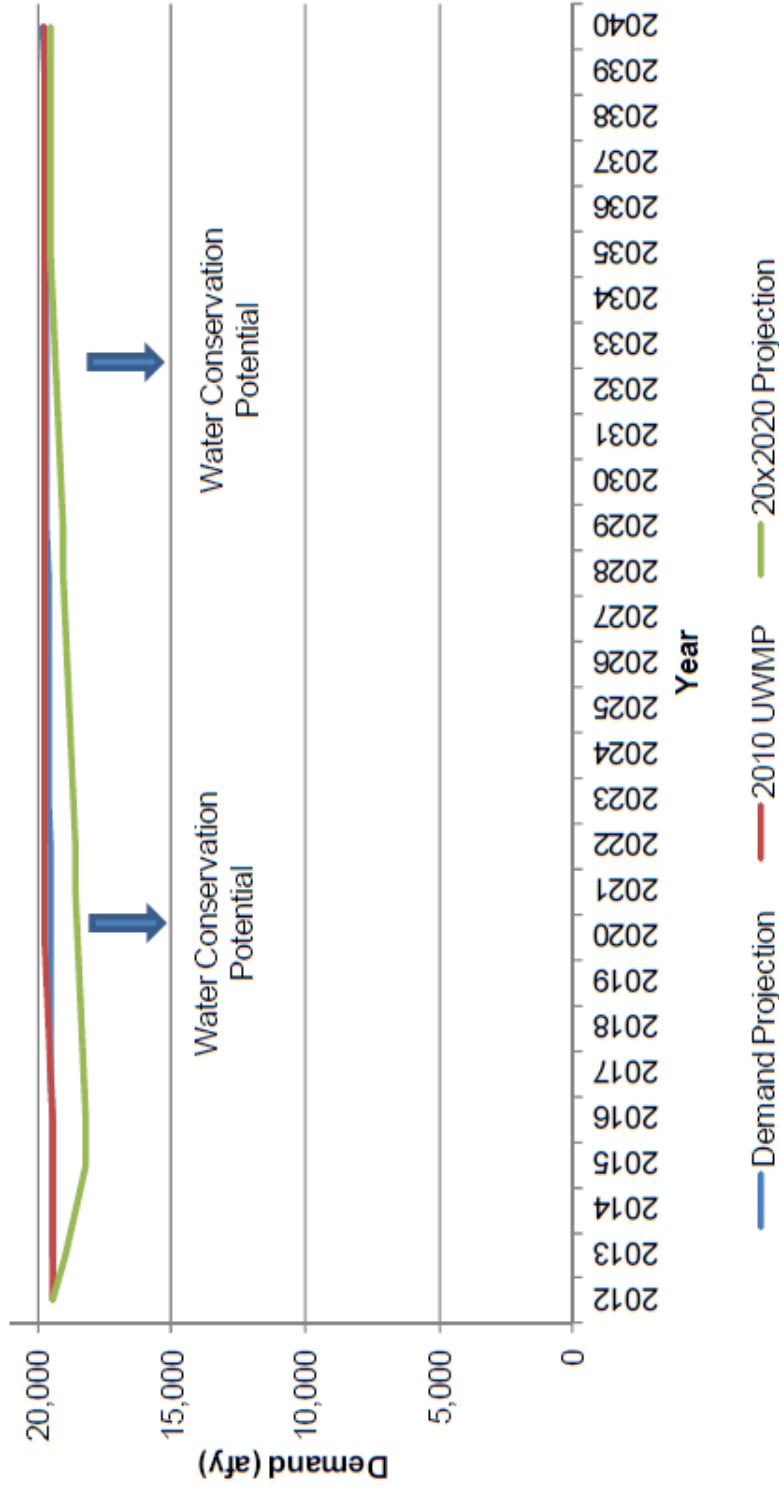
# Planned Development in Service Area (as of October 2013)

Land Use	Water Demand Factor <sup>(1)</sup> (gpd/acre)	Area <sup>(2)</sup> (acres)	Projected Demand (AFY)
Low Density Residential	2,500	11.3	32
Mid/High Density Residential <sup>(3)</sup>	4,500	53.5	270
Commercial	2,500	5.0	14
Industrial	3,000	12.4	42
Total	n/a	82.3	357
<ul style="list-style-type: none"> <li>Notes: <ul style="list-style-type: none"> <li>(1) Demand factors shown based on neighboring agencies and industry standards.</li> <li>(2) Ares are based on parcel size and therefore exclude streets</li> <li>(3) Mid/high density residential was assumed to be any residential development with over 25 dwelling units per acre</li> </ul> </li> </ul>			

# Demand Projections

Year	Projected Demand without Banning Ranch (AFY)	Projected Demand with Banning Ranch <sup>(1)</sup> (AFY)
2015	19,444	19,489
2020	19,510	19,669
2025	19,576	19,849
2030	19,642	20,028
2035	19,708	20,208
2040	19,774	20,388
<ul style="list-style-type: none"> <li><u>Note:</u> (1) Banning Ranch 2010 Water Supply Assessment based on an average annual demand of 614 acre-feet</li> </ul>		

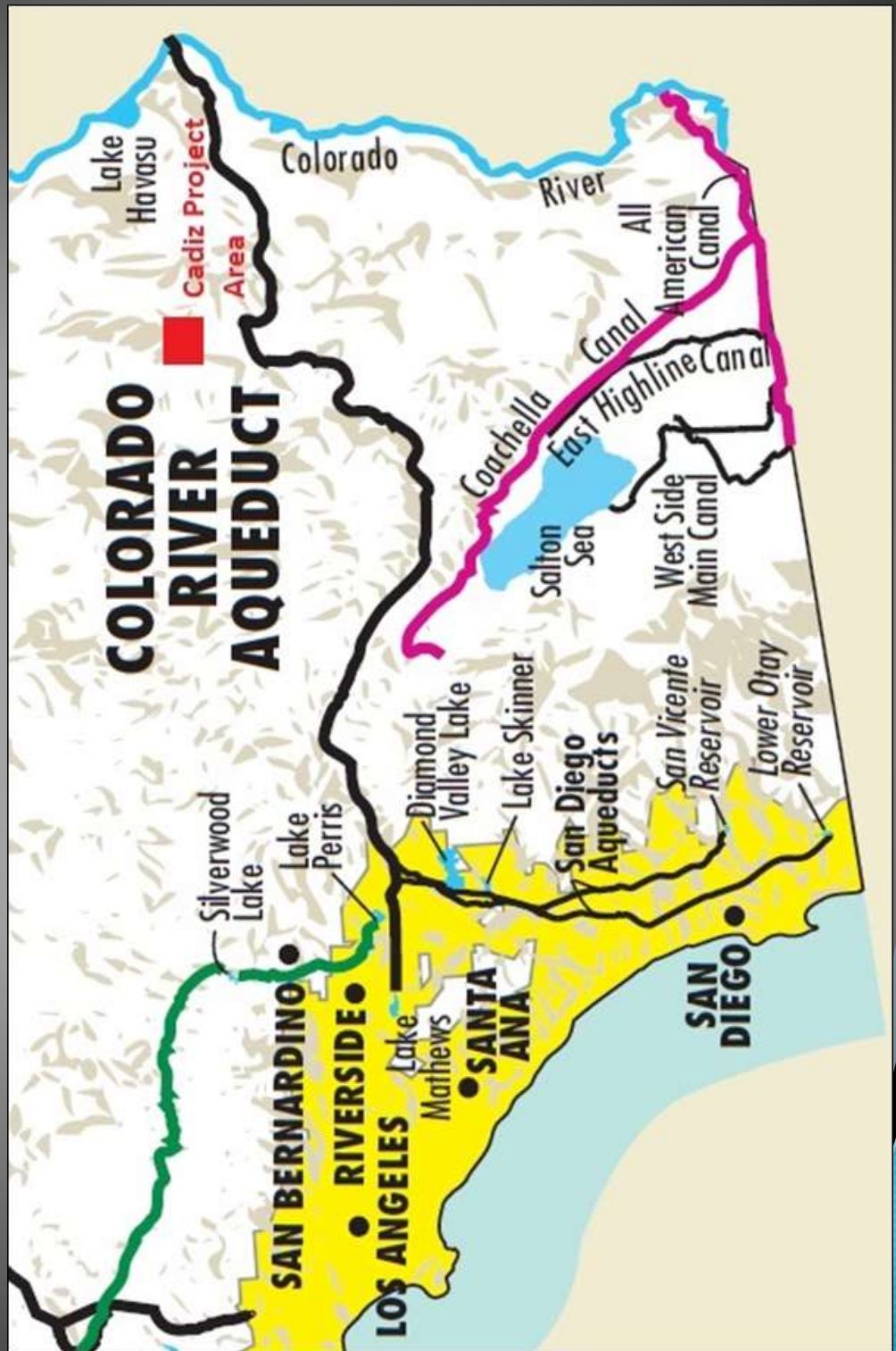
# Conservation Effect



# “California and Water in the Twenty-first Century”

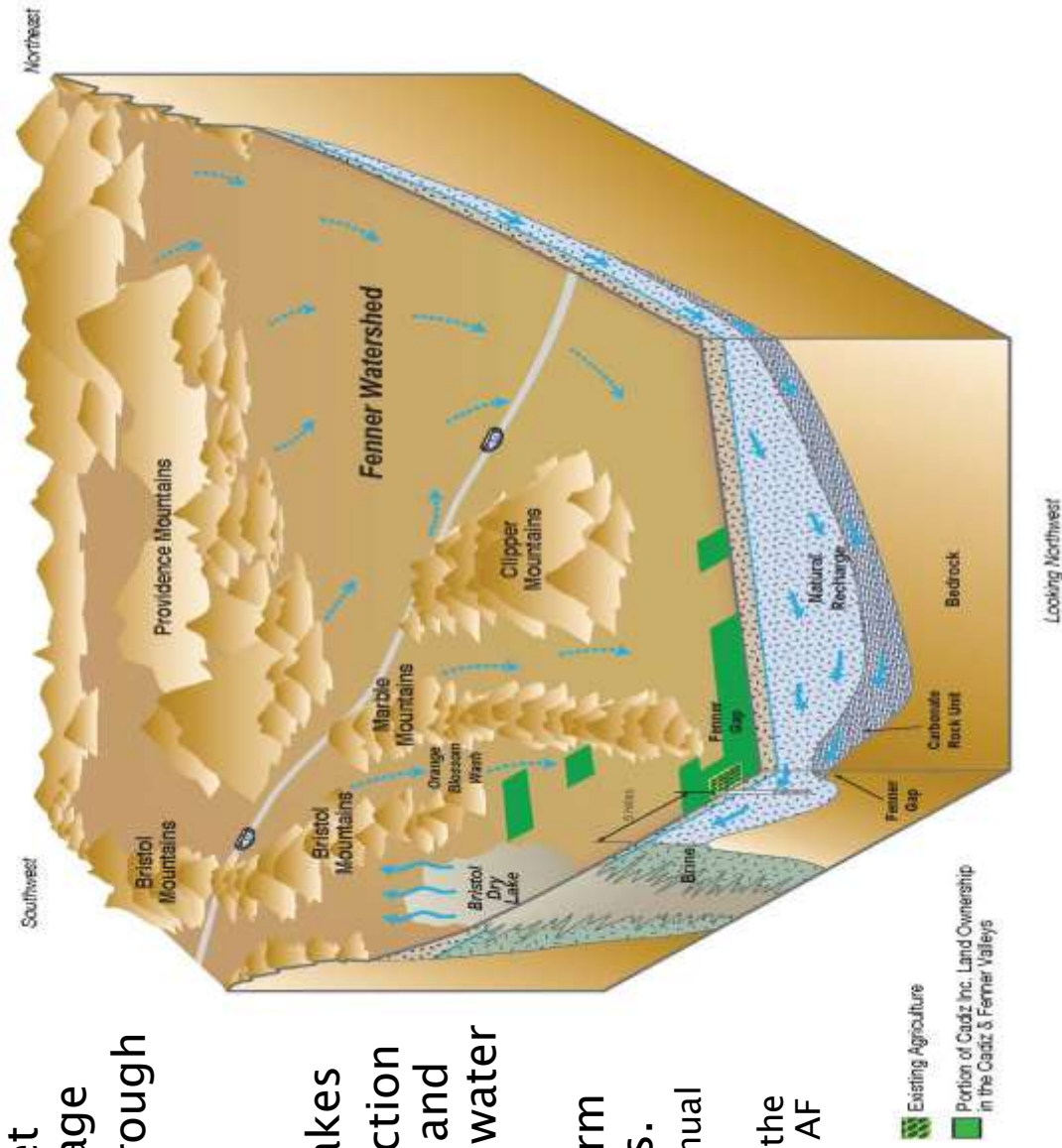
Municipal Water District of Orange County  
Water Reliability Study  
Santa Margarita Water District

# Cadiz Water Conservation, Recovery and Storage Project



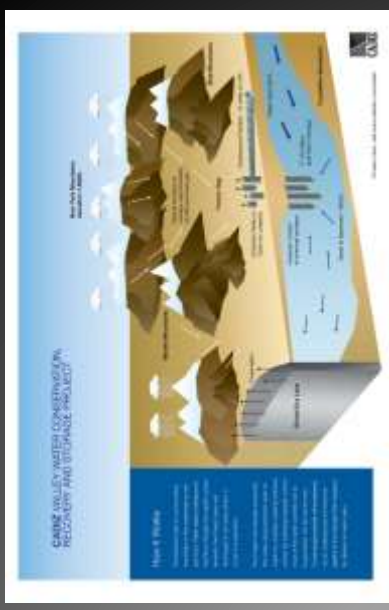
# Cadiz Water Conservation, Recovery and Storage Project

- ▶ Groundwater basin holds 17–34 million acre feet (MAF) of water in storage
- ▶ Groundwater flows through Fenner Gap where it merges with brackish groundwater and evaporates from dry lakes
- ▶ Average annual production of 50,000 AF per year and with storage available water for future use
- ▶ SMWD has 5,000 AF firm and 10,000 AF options.
  - Represents 20% of the annual demand
  - San Juan Water District in the Central Valley has 10,000 AF



# Cadiz Project

- ▶ Aquifer located in the eastern Mojave Desert
  - Proposed project would manage the aquifer
- ▶ Groundwater Monitoring, Management and Mitigation Agreement with County of San Bernardino
  - Partnership to ensure no impacts from the project
- ▶ Status
  - District won CEQA lawsuits,
    - Appeal underway by opponents
  - Review technical aspects of the project with MWD
  - Design effort underway
- ▶ Construction in 2016



# Benefits of Project

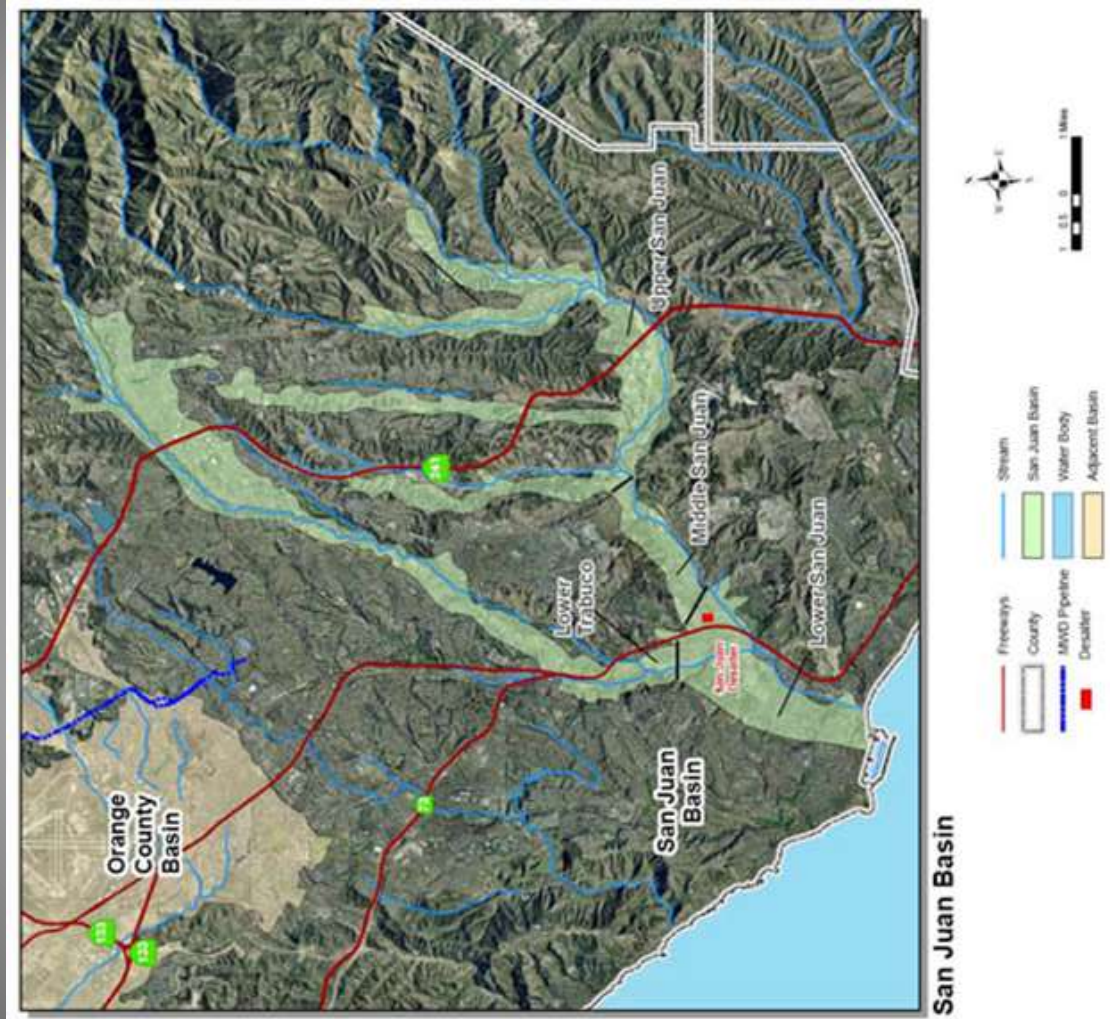
- ▶ A reliable water supply to diversify our water supply portfolio. A hedge against the drought and the Bay-Delta.
  - Secure permanent right to the infrastructure for 50 years plus any extension period with reduced payments in the future.
- ▶ Water storage opportunity,
  - Right of first refusal on the second phase storage project
- ▶ Cost is comparable to other reliability projects,
  - + / - \$1,500 / AF
- ▶ Public Private Partnership
  - No cost until water is delivered
  - Structure is in place for public control of the project



# San Juan Basin Optimization Plan

January 22, 2015  
San Juan Basin Authority

# San Juan Basin and Watershed



# SJBA Mission

- ▶ To develop and maintain a reliable, high quality economical local water supply
- ▶ Maximizing water use through management of local ground and surface water of San Juan Creek and its tributaries
- ▶ Due consideration for preservation, enhancement, and conservation of the environment

Groundwater Recharge: Stormwater and/or Recycled Water

**Monitoring Sites**

- ▲ SJBA Monitoring Wells
- ◻ Vegetation Monitoring Sites
- CSJC Desalter Well
- SCWD Desalter Well
- SOCOD Test Well
- Other Production Well

Adaptive Management Required Based on Modeling

Seawater Intrusion Barrier: Trough or Mound



# Project Scope

- ▶ Active monitoring to adjust production when required to avoid seawater intrusion
- ▶ Development of a seawater barrier through a pumping trough or through injection
- ▶ Development of storm water recharge in San Juan Creek
- ▶ Development of recycled water recharge with water for indirect reuse
- ▶ Development of new wells in strategic locations

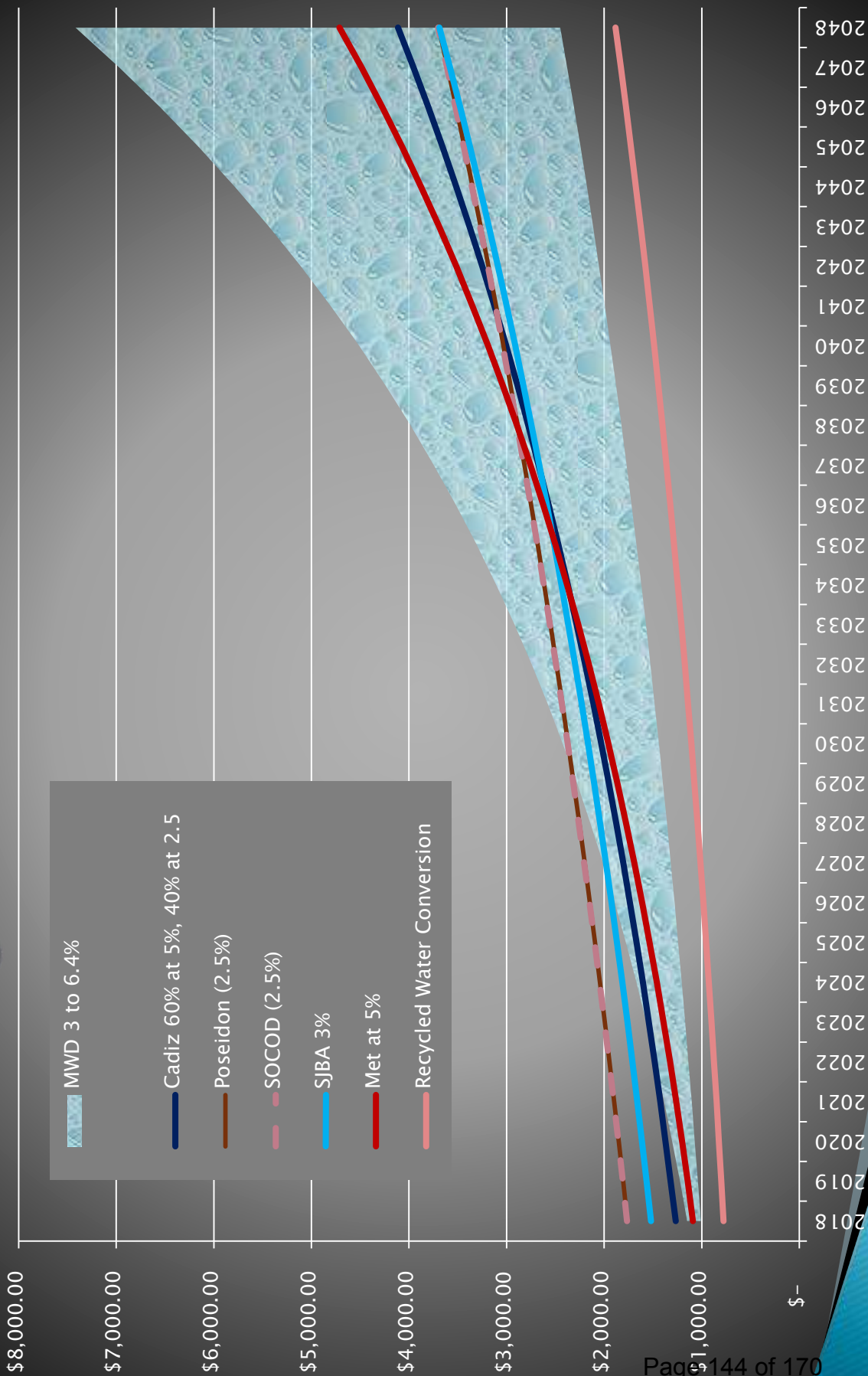
# Work Components

- ▶ Hydrogeology investigation including additional monitoring, field investigation and modeling efforts.
- ▶ Identification of permitting requirements including, but not limited to, State Water Resources Control Board, Regional Board, and California Department of Public Health.
- ▶ Engineering and planning efforts to identify project components and cost elements

# Nexus with Doheny Desalter

- ▶ Two alternatives for development of a seawater barrier along the Dana Point coast:
  - Development of a pumping trough
    - Wells along the coast create a pumping trough or groundwater depression near the coast that would intercept brackish groundwater (and eventually seawater), stop the intrusion from moving inland and utilize as a new water supply.
  - Development of a seawater intrusion barrier using injection wells.
    - Injection wells to create a mound of groundwater which keeps the seawater out of the basin.
- ▶ Pumping trough may be desalter slant wells

# Cost Range



# » Questions?

## Status of Ongoing MWDOC Reliability and Engineering and Planning Projects

January 27, 2015

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
<b>Baker Treatment Plant or Expansion of Baker Water Treatment Plant</b>	IRWD, MNWD, SMWD, ETWD Trabuco CWD		On line date is late 2016	MWDOC has been asked to help secure MET's concurrence on the quality of water being introduced into the South County Pipeline. MWDOC and MET have exchanged agreements and continue working on this issue. Most recently, Rob Hunter and Dan Feron met with Debra Man to discuss the associated issues. Kevin Hostert participated in a shutdown meeting to plan for the March 2015 connection of the Baker Treatment Plant Pipeline to the South County Pipeline. It does not appear that the construction connection will be held up at this time.
<b>Doheny Desalination Project</b>	MWDOC			Karl Seckel & Richard Bell Work participated in a coordination and groundwater modeling meeting with South Coast Water District GM Andrew Brunhart, staff from Geoscience Support Services and Dan Feron and Cathrene Glick from the San Juan Basin Authority. The purpose of the meeting was to coordinate work on the MET Foundational Action Program between South Coast/Laguna Beach CWD and the SJBA. Both Foundational Action Plan Projects should be able to meet all of the schedule deadlines. Additional discussions and coordination occurred with South Coast Water District and an agreement was prepared and approved by both the South Coast Board and the MWDOC Board to allow MWDOC to proceed with baseline environmental monitoring work that was previously scoped out

<b>Description</b>	<b>Lead Agency</b>	<b>Status % Complete</b>	<b>Scheduled Completion Date</b>	<b>Comments</b>
				but not funded by the Doheny Participants. This is part of the work that South Coast & Laguna Beach CWD need to proceed with the CEQA work for a 5 mgd demonstration project.
<b>Poseidon Resources Ocean Desalination Project in Huntington Beach</b>				In January, the OCWD Board authorized their staff to enter into negotiations with Poseidon on the terms and conditions for the Huntington Beach Project. One meeting was held so far. Staff is to report back at their March Board meeting. OCWD is also establishing a Citizen's Advisory Committee on the Project.
<b>Orange County Water Reliability Study</b>				A full update has been included in the February P&O Packet.
<b>Other Meetings/Work</b>				
				<p>Karl Seckel participated in the South Orange County IRWMP Management Group discussions on:</p> <ul style="list-style-type: none"> <li>• Water supplies, including recycled supplies, stormwater capture and groundwater quality</li> <li>• Flood</li> <li>• Water Use Efficiency</li> <li>• Watershed Management</li> <li>• Water Quality</li> </ul> <p>Follow-up discussions will occur with the workgroup.</p>
				Richard Bell attended the San Juan Basin Authority meeting in

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				<p>January where discussions continued on basin monitoring and management. Cathrene Glick from G3 Soil Work, who was hired to work in partnership with the SJBA and their member agencies began her contract work.</p> <p>Rob Hunter, Karl Seckel and Richard Bell met with Dan Ferons, Don Bunts and Cathrene Glick to coordinate on SJBA work. MWDOC offered their assistance in helping the projects move forward.</p>
				<p>Karl Seckel met with Dan Ferons &amp; Don Bunts from SMWD and Paul Weghorst and Mark Tettermer from IRWD to discuss how project might be better formulated in seeking funding under MET's LRP Program. A second meeting will be set up with MET staff to continue the discussions.</p>
				<p>Karl Seckel completed the CSDA course on Introduction to Good Governance Principles in seeking the Distinguished District Award Designation for MWDOC. Rob Hunter and Directors Barbre, Dick and Thomas completed the same course at a different location.</p>
				<p>Karl Seckel met with Paul Weghorst from IRWD to discuss issues related to the OC Water Reliability Study.</p>
				<p>Rob Hunter, Karl Seckel, Harvey De La Torre and Richard Bell met with Mark Buehler from the Willow Springs Water Bank to discuss the operations and pricing of water from the water bank.</p>

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				Richard Bell met with Gordon Johnson and John Shamma on seismic and reliability issues.

**Status of Ongoing WEROC Projects  
January 2015**

<b>Description</b>	<b>Comments</b>
<b>General Activities</b>	<p>Kelly Hubbard attended the Los Angeles Operational Area Lecture Series on January 20, in which City of New York's former Commissioner for the Office of Emergency Management, Joseph Bruno, spoke about the City's response to Super Storm Sandy. His presentation provided a detailed overview of the City's response structure and planning for significant weather events, what actions they took in response to Sandy and lessons learned from the event. Kelly had an opportunity to speak with Mr. Bruno regarding NYC's emergency playbooks that he had developed with staff when he was there. He provided a current NYC staff person to contact for a greater discussion on their playbooks for water distribution, fuel planning and generators.</p>
<b>Coordination with the County of Orange</b>	<p>Kelly attended the monthly Orange County Emergency Management Organization (OCEMO) and OA Exercise Planning meeting at the Orange County Emergency Operations Center (EOC). OCEMO primarily focused on planning for this coming calendar year. The Exercise Design group was able to set an all-county exercise date of May 21st for a multiple-agency earthquake based exercise. WEROC will be activating its EOC and inviting all member agencies to participate as well.</p> <p>Kelly also attended the Alert OC and WebEOC joint meeting in the City of Newport Beach. Kelly has been working for several years with the County and OC cities to allow the water districts to be able to utilize AlertOC in a live test to the public. Typically this is a once a year test that is conducted by the cities. This year the group agreed that the water utilities with coordination from WEROC could run a limited live test call in March. Kelly will be working with the MWD OC Public Affairs staff, county staff, city staff, the water utilities, and the system provider to schedule trainings and coordination meetings to facilitate this process. In regards to WebEOC, county staff led a discussion on how to better utilize WebEOC with mobile devices. The group identified several potential solutions that the county staff will explore. Additionally, the County is requesting feedback on the current forms within the system so that they can be enhanced to serve all the government agencies in OC for disaster response information</p>

Description	Comments
	<p>management. These forms will be part of a comprehensive review at the next WEROC quarterly meeting in February with the member agencies.</p> <p>Karl Seckel and Kelly met with staff from the Orange County Intelligence Assessment Center (OCIAC) several months ago in regards to educating the staff about the water system in Orange County and what we thought to be possible threats or risks to the systems. Since then the OCIAC staff have developed an OC Water Sector Security Assessment. Kelly and Karl provided review and comments on this document in late December. Kelly met again with the OCIAC staff discuss the document and suggest some changes. The assessment is now being reviewed by the Department of Homeland Security and a few security experts for final approval. The document will be a "For Official Use Only" (FOUO) document. This means that the document will be made available only to the staff of water utilities directly involved in emergency management, security, and operations. The document is not available for sharing with all staff, the public or elected officials, however briefings can be provided by OCIAC or by staff with the guidance of OCIAC staff. This was a great working opportunity with OCIAC that led to a document specific to OC and the water sector.</p>
<b>Coordination with Outside Agencies</b>	<p>Kelly attended the Mutual Aid Regional Advisory Committee (MARAC) meeting in the City of Norwalk. A great presentation on Children Displaced in Disaster was provided, as well as a drought update by the National Weather Service. Lastly, staff from the California Office of Emergency Services (Cal OES) – California State Training Institute (CSTI) provided a comprehensive look at how the state is revising their emergency management training program and developing a concept of "credentialing" for emergency managers in California. Emergency Managers generally agree that the State needs to overhaul its training program, but are concerned about having input into those changes. Additionally, the state is considering making the credentialing system as part of regulation tied to grant funds and disaster response reimbursement. This was an excellent opportunity to make sure that the training is being developed in a way that supports the water sector, as well as voice concern regarding tying this system to disaster recovery funds.</p>

Description	Comments
	<p>Kelly facilitated the January California Emergency Services Association (CESA) Southern Chapter conference call as the chapter President. Additionally, Kelly traveled (funded by CESA) to Sacramento for the quarterly CESA State Board Meeting as a Board Director. This meeting provides several benefits back to the OC water utilities, including lessons learned from other response agencies, discussion on legislative actions related to emergency response, influence on training programs being provided by CESA and CSTI, and among other things time spent with the Director of Cal OES. During this meeting the CESA board had a solid 2.5 hours with the director to discuss emergency response, drought, financial assistance, grant programs and more. Building that personal relationship with the Governor's Office of Emergency Services is probably one of the biggest benefits of my time spent on the CESA board.</p>
<p><b>WEROC Emergency Operations Center (EOC) Readiness</b></p>	<p>WEROC successfully participated in the MARS radio test for January.</p> <p>WEROC realized during the December Operational Area radio test that the OA Radio in the WEROC Manager's office was not working properly. Working with a radio repair technician it was determined that the OA radio antenna had reached its' lifespan and needed to be replaced. This has been accomplished and the system is operational again.</p> <p>Kelly has been in the process of scheduling a maintenance visit to the WEROC Catalina repeater site for several months now, both because of how long it had been since its last review and because of some complaints about the strength of the signal from that repeater. Unfortunately, the repeater actually failed during the scheduling process and the project was fast tracked. A radio technician was scheduled immediately to go out to Catalina and discovered that there was a problem with the power supply unit on the radio. For unknown reasons a power surge had occurred, causing all components related to power supply to fail. The required replacement parts have been ordered and as soon as they are received the technician will go back out to Catalina to finish the repairs. Meanwhile, agencies who typically utilize this repeater have been instructed to either utilize the Pleasants Peak repeater if they can or to use talk around to relay messages if a disaster was to occur and no other communication methods were available.</p> <p>The WEROC bi-monthly radio test was held on January 27<sup>th</sup> from the WEROC North EOC.</p>

Description	Comments
	<p>During the test some difficulties were encountered. It appeared that some agencies were not hearing other agencies that were already transmitting and so would try to talk over them. Additionally, I believe that some agencies don't understand the function of the repeaters or which repeater they are on at all times. Lastly, the NEOC site continues to have significant construction on site and although unlikely it is possible that activities at that site may have caused the radio to be a little out of tune. All of this resulted in several agencies trying to check in, but not being heard. Kelly will be working with all the agencies to refine the radio protocol and will be developing a new tips for success sheet for radio operations. She has also requested a quote for a full radio system assessment that would include among other things, how each agency's radio is programmed. This would allow the WEROC program coordinator to better assist the member agency's with radio operations. Lastly, a member agency staff person with significant technical radio experience is scheduled to visit the North EOC site to verify if there are any potential issues with the equipment itself.</p>

## Status of Water Use Efficiency Projects

February 2015

<b>Description</b>	<b>Lead Agency</b>	<b>Status % Complete</b>	<b>Scheduled Completion or Renewal Date</b>	<b>Comments</b>
<b>Smart Timer Rebate Program</b>	MWDSC	Ongoing	September 2015	For December 2014, 17 smart timers were installed in the residential sector and 116 in the commercial sector.  For program water savings and implementation information, please see MWDSC Water Use Efficiency Program Savings and Implementation Report.
<b>Rotating Nozzles Rebate Program</b>	MWDSC	Ongoing	June 2015	For December 2014, 204 residential and 405 commercial rotating nozzles were installed in Orange County.  For program savings and implementation information, please see MWDSC Water Use Efficiency Program Savings and Implementation Report.
<b>Water Smart Landscape Program</b>	MWDSC	Ongoing	November 2015	In December 2014, a total of 12,437 meters received monthly irrigation performance reports comparing actual water use to a landscape irrigation budget customized to each meter.  For program savings and implementation information, please see MWDSC Water Use Efficiency Program Savings and Implementation Report.
<b>SoCal Water\$mart Residential Indoor Rebate Program</b>	MWDSC	Ongoing	On-going	In December 2014, 394 high efficiency clothes washers and 927 high efficiency toilets were installed through this program.  For program savings and implementation information, please see MWDSC Water Use Efficiency Program Savings and Implementation Report.
<b>SoCal Water\$mart Commercial Indoor Rebate Program</b>	MWDSC	Ongoing	On-going	In December 2014, 97 high efficiency toilets and 18 ultra low water urinals were installed through this program.

**Item 4c**

<b>Description</b>	<b>Lead Agency</b>	<b>Status % Complete</b>	<b>Scheduled Completion or Renewal Date</b>	<b>Comments</b>
<b>SoCal Water\$mart Commercial Rebate Program (cont.)</b>				For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
<b>Industrial Process Water Use Reduction Program</b>	MWDOC	84%	December 2015	Survey scheduling is ongoing. A total of 41 Focused Surveys and 19 Comprehensive Surveys have been completed or are in progress. To date, 12 companies have signed Incentive Agreements. Updated discharger lists have been obtained, and outreach is continuing to sites with feasible water savings potential.  Fabrica Fine Carpets has signed an Implementation Agreement for a water reuse project. The project is expected to complete in February 2015. Additionally, UCI Medical Center in Orange is in the process of signing an Implementation Agreement for water reduction devices.
<b>MWDOC Conservation Meeting</b>	MWDOC	On-going	Monthly	This month's meeting was canceled. The next meeting will be on February 5, 2015 at the City of Santa Ana.
<b>Metropolitan Conservation Meeting</b>	MWDSC	On-going	Monthly	This month's meeting was held on January 15, 2015. The next meeting will be February 19, 2015 at Metropolitan.
<b>Water Smart Hotel Program</b>	MWDOC	85%	June 2015	MWDOC was awarded a Bureau of Reclamation grant, to be matched with Metropolitan funds, to conduct up to 30 commercial and landscape audits of hotels. Enhanced financial incentives will be provided to augment the current SoCal Water\$mart rebates.  All grant funding for this program has all been reserved, and a wait list for has been created. In the event that any of the sites with reserved funding are unable to complete their projects, wait list sites would then become eligible on a first-come, first-served basis.

# Item 4c

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Turf Removal Program</b>	MWDOC	On-going	Ongoing	<p>In December 2014, 158 rebates were paid, representing 200,193 square feet of turf removed in Orange County. To date, the Turf Removal Program has removed approximately 3,199,270 square feet of turf.</p> <p>For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.</p>
<b>California Sprinkler Adjustment Notification System</b>	MWDOC	100%	December 2014	<p>MWDOC was awarded another grant from the Bureau of Reclamation to develop the Base Irrigation Schedule Calculator in support of the California Sprinkler Adjustment Notification System (CSANS). This system will e-mail or “push” an irrigation index to assist property owners with making global irrigation scheduling adjustments. Participants will voluntarily register to receive this e-mail and can unsubscribe at any time.</p> <p>Staff is now in the process of preparing a Request for Proposals for the development of the Base Irrigation Schedule Calculator. The RFP should be complete by the end of January. Proposals will be due by the end of February, and staff anticipates a Board action in April.</p>
<b>Public Spaces Program</b>	MWDOC	15%	December 2015	<p>This program targets publicly-owned landscape properties located in the South Orange County IRWM Plan area and encourages the removal of non-functional turfgrass, the upgrade of antiquated irrigation timers, and the conversion of high-precipitation-rate fixed spray irrigation to low-precipitation-rate rotating nozzles and/or drip irrigation.</p> <p>To date, 10 cities, water districts, or other special districts (i.e., school districts) have applied for funding through this program, and four project proposals have been received.</p>

# Item 4c

<b>Description</b>	<b>Lead Agency</b>	<b>Status % Complete</b>	<b>Scheduled Completion or Renewal Date</b>	<b>Comments</b>
<b>Home Certification Program</b>	MWDOC	17%	July 2015	<p>This program provides single-family sites with indoor and outdoor audits to identify areas for water savings improvements and opportunities and offers rebates for the installation of residential water efficiency devices, including smart timers and high efficiency rotating nozzles.</p> <p>In December 2014, MWDOC received fifteen (15) applications for the Home Certification Program. Twenty-eight (28) surveys were conducted, and survey results are pending.</p> <p>Through this program, Metropolitan offers, at no cost, the services of a certified landscape irrigation auditor who will survey and provide written recommendations for qualifying non-residential properties within Metropolitan's service area.</p> <p>To date, 124 sites in the MWDOC service area have contacted Metropolitan to request surveys.</p>
<b>Landscape Irrigation Survey Program</b>	MWDSC	Ongoing	June 2016	<p>This is a pilot program designed to test the efficacy of replacing conventional spray heads in shrub beds with low-volume, low-precipitation drip technology. Through a rebate program format, residential sites will be encouraged to convert their existing spray nozzles to drip.</p> <p>To date, 70 residential applications and 18 commercial applications have received a Notice to Proceed. Of these, 53 residential sites and 10 commercial sites have been completed.</p>
<b>Spray to Drip Conversion Pilot Program</b>	MWDOC	28%	April 2016	<p>This program will provide enhanced rebate incentives to commercial, industrial, and institutional sites and large-landscape properties (landscapes <math>\geq</math> 1 acre).</p> <p>The program is scheduled to launch during the first Quarter of 2015.</p>
<b>CII Performance-Based Water Use Efficiency Program</b>	MWDOC	2%	December 2015	

## Item 4c

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Landscape Training and Outreach	MWDOC	15%	Ongoing	<p>The Orange County Garden Friendly (OCGF) Pilot Program promotes the use of climate appropriate plants and water efficient irrigation practices, with the overall goals of reducing water runoff and improving outdoor water use efficiency. The OCGF Pilot Program is a collaborative effort of the Orange County Stormwater Program (OCSP) and the University of California Cooperative Extension (UCCE). Each partner plays a role in planning and implementing the Program.</p> <p>After the completion of the Pilot Program, the steering committee met to review the Program's successes and lessons learned. The OCGF program held two events during Fall 2014 (October 12<sup>th</sup> and October 18<sup>th</sup>), and four more events are scheduled for Spring 2015.</p>

# Orange County

## Water Use Efficiency Programs Savings and Implementation Report

### Retrofits and Acre-Feet Water Savings for Program Activity

Program	Program Start Date	Retrofits Installed in	Month Indicated		Current Fiscal Year		Overall Program		
			Interventions	Water Savings	Interventions	Water Savings	Interventions	Annual Water Savings[4]	Cumulative Water Savings[4]
High Efficiency Clothes Washer Program	2001	December-14	394	0.91	3,259	26.77	99,986	2,762	17,609
Smart Timer Program - Irrigation Timers	2004	December-14	133	6.30	1,136	180.13	12,368	4,324	24,026
Rotating Nozzles Rebate Program	2007	December-14	609	0.20	29,319	450.88	401,721	2,113	8,520
SoCal WaterSmart Commercial Plumbing Fixture Rebate Program	2002	December-14	115	0.53	849	8.66	46,208	3,432	30,412
Water Smart Landscape Program [1]	1997	December-14	12,437	887.50	12,437	5,299.29	12,437	10,420	63,125
Industrial Process Water Use Reduction Program	2006	December-14	2	7.75	2	7.75	13.00	346	1,075
Turf Removal Program <sup>[3]</sup>	2010	December-14	200,193	2.33	1,569,294	439	3,199,270	448	1,371
High Efficiency Toilet (HET) Program	2005	December-14	927	3.29	5,068	107.79	37,248	1,377	8,742
Home Water Certification Program	2013	December-14	28	0.055	118	0.635	196	4,610	1,835
Synthetic Turf Rebate Program	2007		0	0	0	0	685,438	96	469
Ultra-Low-Flush-Toilet Programs <sup>[2]</sup>	1992		0	0	0	0	363,926	13,452	162,561
Home Water Surveys <sup>[2]</sup>	1995		0	0	0	0	11,867	160	1,708
Showerhead Replacements <sup>[2]</sup>	1991		0	0	0	0	270,604	1,667	19,083
Total Water Savings All Programs				909	1,621,482	6,521	5,141,282	40,601	338,703

[1] Water Smart Landscape Program participation is based on the number of water meters receiving monthly Irrigation Performance Reports.

[2] Cumulative Water Savings Program To Date totals are from a previous Water Use Efficiency Program Effort.

[3] Turf Removal Interventions are listed as square feet.

[4] Cumulative & annual water savings represents both active program savings and passive savings that continues to be realized due to plumbing code changes over time.

# **HIGH EFFICIENCY CLOTHES WASHERS INSTALLED BY AGENCY** through MWDOD and Local Agency Conservation Programs

Agency	FY 01/02	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY13/14	FY14/15	Total	Current FY Water Savings Ac/Ft (Cumulative)	Cumulative Water Savings across all Fiscal Years
Brea	17	107	178	132	143	132	175	156	42	186	144	93	115	54	1,674	0.49	293.83
Buena Park	9	45	88	81	84	85	114	146	59	230	145	105	106	52	1,349	0.43	218.66
East Orange CWD RZ	3	8	20	20	11	18	22	17	3	23	10	10	8	6	179	0.04	32.92
El Toro WD	21	88	108	103	83	91	113	130	32	162	112	134	121	58	1,356	0.48	221.58
Fountain Valley	36	127	209	196	178	205	219	243	72	289	158	115	102	51	2,200	0.43	400.95
Garden Grove	39	173	278	243	243	238	304	332	101	481	236	190	162	72	3,092	0.59	546.33
Golden State WC	37	195	339	374	342	339	401	447	168	583	485	265	283	174	4,432	1.40	763.40
Huntington Beach	114	486	857	738	680	761	750	751	211	963	582	334	295	142	7,664	1.22	1,426.60
Irvine Ranch WD	159	626	1,087	1,093	1,445	1,972	2,052	1,844	1,394	2,621	2,170	1,763	1,664	968	20,858	8.15	3,430.10
La Habra	8	40	86	81	66	96	136	83	22	179	128	82	114	43	1,164	0.37	191.01
La Palma	3	5	13	21	18	33	35	51	25	76	46	34	25	13	398	0.11	64.81
Laguna Beach CWD	17	88	119	84	68	57	77	77	27	96	57	38	37	16	858	0.12	156.22
Mesa Water	24	117	228	240	212	239	249	246	73	232	176	114	86	35	2,271	0.30	431.34
Moulton Niguel WD	158	630	841	640	570	652	716	742	250	1,127	679	442	421	336	8,204	2.24	1,420.76
Newport Beach	17	144	343	277	243	243	270	259	57	197	142	116	92	49	2,451	0.41	470.47
Orange	58	247	304	358	330	366	365	403	111	349	262	218	163	76	3,610	0.64	672.94
Orange Park Acres	-	-	-	-	-	4	8	-	-	-	-	-	-	-	12	0.00	2.76
San Juan Capistrano	16	95	120	107	102	109	103	127	43	190	110	76	73	46	1,317	0.42	229.54
San Clemente	32	182	235	170	136	204	261	278	63	333	206	140	94	68	2,402	0.55	421.75
Santa Margarita WD	140	510	743	573	592	654	683	740	257	1,105	679	553	662	413	8,304	3.50	1,383.58
Seal Beach	13	28	57	39	46	47	46	57	7	81	51	31	29	15	547	0.12	95.83
Serrano WD	9	16	54	39	39	30	31	23	7	21	20	13	10	16	328	0.11	62.36
South Coast WD	35	138	165	97	103	107	130	148	43	183	112	89	79	37	1,466	0.30	254.30
Trabuco Canyon WD	10	63	76	58	44	69	60	62	28	82	62	30	45	30	719	0.23	124.88
Tustin	21	89	152	138	127	152	146	144	45	174	97	78	59	32	1,454	0.25	269.87
Westminster	37	159	235	196	186	213	171	233	74	329	208	121	82	54	2,298	0.48	413.02
Yorba Linda	36	214	342	355	333	288	350	367	117	394	273	181	167	81	3,498	0.71	645.29
<b>MWDOD Totals</b>	<b>1,069</b>	<b>4,620</b>	<b>7,277</b>	<b>6,453</b>	<b>6,424</b>	<b>7,406</b>	<b>7,987</b>	<b>8,106</b>	<b>3,331</b>	<b>10,686</b>	<b>7,350</b>	<b>5,365</b>	<b>5,094</b>	<b>2,937</b>	<b>84,105</b>	<b>24.09</b>	<b>14,645.08</b>
Anaheim	917	677	904	1,364	701	854	847	781	860	910	477	331	285	153	10,061	1.30	1,911.65
Fullerton	40	196	369	289	263	269	334	330	69	397	270	200	186	111	3,323	0.95	568.46
Santa Ana	15	69	188	269	244	236	235	257	87	355	190	163	131	58	2,497	0.43	483.60
<b>Non-MWDOD Totals</b>	<b>972</b>	<b>942</b>	<b>1,461</b>	<b>1,922</b>	<b>1,208</b>	<b>1,359</b>	<b>1,416</b>	<b>1,368</b>	<b>1,016</b>	<b>1,662</b>	<b>937</b>	<b>694</b>	<b>602</b>	<b>322</b>	<b>15,881</b>	<b>2.68</b>	<b>2,963.71</b>
<b>Orange County Totals</b>	<b>2,041</b>	<b>5,562</b>	<b>8,738</b>	<b>8,375</b>	<b>7,632</b>	<b>8,765</b>	<b>9,403</b>	<b>9,474</b>	<b>4,347</b>	<b>12,348</b>	<b>8,287</b>	<b>6,059</b>	<b>5,696</b>	<b>3,259</b>	<b>99,986</b>	<b>26.77</b>	<b>17,608.79</b>

# SMART TIMERS INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 08/09		FY 09/10		FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm.	
Brea	3	9	0	0	2	0	8	0	9	8	4	0	34	5	71	71	344.75
Buena Park	3	1	0	0	0	0	4	19	3	0	0	0	2	10	12	30	64.81
East Orange CWD RZ	0	0	0	0	1	0	5	0	2	0	0	0	2	0	13	0	2.95
El Toro WD	0	25	2	18	5	5	26	2	7	2	11	0	4	5	69	326	1,747.48
Fountain Valley	1	0	0	6	2	2	8	2	3	2	4	0	5	6	43	23	91.87
Garden Grove	2	1	6	0	5	4	7	0	5	2	9	0	8	13	58	26	82.59
Golden State WC	1	2	9	22	7	4	13	3	9	49	9	25	29	5	124	132	415.10
Huntington Beach	13	1	6	27	6	36	15	4	18	33	20	35	13	0	136	160	547.65
Irvine Ranch WD	29	56	14	145	28	153	267	71	414	135	71	59	41	146	1,160	1,495	6,640.32
La Habra	0	0	0	21	0	0	3	0	4	7	2	0	3	7	20	36	114.42
La Palma	0	0	0	0	0	0	1	0	1	0	2	0	0	0	4	0	0.51
Laguna Beach CWD	2	0	2	14	4	1	109	2	76	2	71	0	3	0	301	19	123.18
Mesa Water	6	7	13	7	7	22	21	2	10	2	15	2	11	14	127	87	402.62
Moulton Niguel WD	21	23	17	162	36	60	179	31	51	74	40	45	29	77	498	554	1,915.33
Newport Beach	10	27	7	58	6	0	275	12	242	26	168	75	9	0	978	345	1,648.90
Orange	5	2	2	13	5	8	25	0	20	24	13	9	12	28	159	139	562.30
San Juan Capistrano	10	0	7	49	13	1	103	2	14	18	6	11	2	10	176	100	359.28
San Clemente	81	20	13	209	46	11	212	17	26	7	28	2	21	12	981	346	1,756.65
Santa Margarita WD	25	44	10	152	61	53	262	7	53	171	64	93	28	298	614	992	2,834.27
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Seal Beach	0	0	0	1	0	0	0	3	1	0	1	36	0	11	2	51	68.21
Serrano WD	0	0	11	0	4	0	3	0	1	0	0	0	0	0	19	0	4.66
South Coast WD	11	6	3	10	13	3	78	10	13	16	8	4	7	18	165	146	639.82
Trabuco Canyon WD	1	0	2	0	2	10	12	0	6	0	2	0	3	0	71	103	620.76
Tustin	7	9	10	14	10	0	11	0	8	4	9	1	11	14	70	49	174.39
Westminster	3	0	3	0	1	1	2	0	1	1	2	0	13	16	41	30	107.31
Yorba Linda	8	5	5	21	25	0	22	0	20	0	12	5	24	2	197	85	460.78
<b>MWDOC Totals</b>	<b>242</b>	<b>238</b>	<b>142</b>	<b>949</b>	<b>289</b>	<b>374</b>	<b>1,671</b>	<b>185</b>	<b>1,017</b>	<b>583</b>	<b>571</b>	<b>402</b>	<b>314</b>	<b>697</b>	<b>6,109</b>	<b>5,345</b>	<b>21,730.92</b>

Anaheim	9	59	5	46	12	11	23	60	19	10	9	26	4	52	124	413	1,660.07
Fullerton	2	2	2	39	9	33	22	51	9	29	8	0	33	3	107	157	495.50
Santa Ana	2	4	1	8	8	0	6	5	8	19	7	8	6	27	42	71	139.36
<b>Non-MWDOC Totals</b>	<b>13</b>	<b>65</b>	<b>8</b>	<b>93</b>	<b>29</b>	<b>44</b>	<b>51</b>	<b>116</b>	<b>36</b>	<b>58</b>	<b>24</b>	<b>34</b>	<b>43</b>	<b>82</b>	<b>273</b>	<b>641</b>	<b>2,294.93</b>
<b>Orange County Totals</b>	<b>255</b>	<b>303</b>	<b>150</b>	<b>1,042</b>	<b>318</b>	<b>418</b>	<b>1,722</b>	<b>301</b>	<b>1,053</b>	<b>641</b>	<b>595</b>	<b>436</b>	<b>357</b>	<b>779</b>	<b>6,382</b>	<b>5,986</b>	<b>24,026</b>

**ROTATING NOZZLES INSTALLED BY AGENCY**  
through MWDOC and Local Agency Conservation Programs

Agency	FY 09/10			FY 10/11			FY 11/12			FY 12/13			FY 13/14			FY 14/15			Total Program			Cumulative Water Savings across all Fiscal Years
	Small		Large	Small		Large	Small		Large	Small		Large	Small		Large	Small		Large	Small		Large	
	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	
Brea	8	100	0	32	0	0	130	0	0	65	120	0	84	0	0	157	0	0	498	220	0	8.28
Buena Park	0	0	2,535	29	0	0	32	0	0	65	0	0	53	0	0	150	0	0	366	75	2,535	448.95
East Orange	0	0	0	0	0	0	340	0	0	55	0	0	30	0	0	221	0	0	751	0	0	8.38
El Toro	145	2,874	890	174	0	0	357	76	0	23	6,281	0	56	3,288	0	1,741	8,684	0	2,584	21,493	890	377.19
Fountain Valley	21	0	0	83	0	0	108	0	0	35	0	0	0	0	0	107	0	0	488	0	0	7.31
Garden Grove	151	45	0	38	0	0	119	0	0	95	0	0	80	0	0	62	0	0	742	151	0	15.43
Golden State	280	29	0	303	943	0	294	0	0	257	2,595	0	192	0	0	372	964	0	1,942	4,531	0	77.22
Huntington Beach	39	3,420	305	203	625	0	458	0	0	270	0	0	120	0	0	745	0	0	2,250	4,909	2,681	723.89
Irvine Ranch	1,034	54,441	1,479	2,411	2,861	0	1,715	4,255	0	25,018	1,014	0	11,010	4,257	0	1,208	55	0	44,600	79,426	2,004	2,474.76
La Habra	0	273	0	0	0	0	33	90	0	0	0	0	15	0	0	109	338	0	181	1,236	900	215.56
La Palma	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0.24
Laguna Beach	191	0	0	156	0	0	763	0	0	3,596	0	0	2,948	878	0	35	0	0	7,905	925	0	96.10
Mesa Water	195	83	0	118	0	0	297	277	0	270	0	0	361	0	0	143	0	0	1,665	385	343	113.16
Moulton Niguel	234	0	959	1,578	0	0	1,225	0	0	512	1,385	0	361	227	0	1,364	3,508	0	5,997	12,123	2,945	863.43
Newport Beach	92	4,781	0	337	1,208	0	640	3,273	0	25,365	50	0	19,349	6,835	0	253	668	0	46,123	17,554	0	709.16
Orange	129	0	0	135	30	0	343	0	0	264	0	0	245	120	0	227	668	0	2,462	981	0	50.38
San Clemente	729	1,299	0	2,612	851	0	4,266	117	1,343	631	172	0	415	5,074	0	252	0	0	9,489	7,538	1,343	359.13
San Juan Capistrano	656	5,709	0	1,452	0	0	949	0	0	684	30	0	370	0	0	290	732	0	4,905	8,131	0	229.66
Santa Margarita	1,731	937	611	3,959	3,566	0	4,817	0	0	983	0	0	389	0	0	1,053	1,513	0	14,176	6,084	611	395.68
Seal Beach	0	291	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	155	291	0	8.74
Serrano	1,498	0	0	364	0	0	58	0	0	190	0	0	105	0	0	41	0	0	2,374	0	0	42.95
South Coast	0	0	0	318	1,772	0	688	359	0	435	0	0	70	0	0	146	1,155	0	1,846	3,419	0	65.52
Trabuco Canyon	1,357	791	0	0	0	0	379	0	0	34	0	0	0	0	0	56	0	0	1,956	791	0	51.76
Tustin	314	0	0	512	0	0	476	1,013	0	378	0	0	329	0	0	278	0	0	2,859	1,013	0	54.42
Westminster	80	0	0	0	0	0	26	0	0	15	0	0	0	0	0	54	0	0	286	0	0	4.97
Yorba Linda	371	3,256	0	529	0	0	559	0	0	730	0	0	40	990	0	638	0	0	3,870	4,359	500	241.24
MWDOC Totals	9,255	78,329	6,779	15,343	11,856	0	19,072	9,460	1,343	59,970	11,647	0	36,622	21,669	0	9,742	18,285	0	160,480	175,635	14,752	7,643.49

Anaheim	273	164	105	372	382	0	742	38,554	0	459	813	0	338	0	0	463	0	0	3,044	39,913	105	540.13
Fullerton	48	0	1,484	416	0	0	409	0	0	119	0	0	107	0	0	519	0	0	2,159	64	1,484	291.46
Santa Ana	48	572	0	53	0	0	22	65	0	99	0	0	86	2,533	0	310	0	0	859	3,226	0	45.36
<b>Non-MWDOC Totals</b>	<b>369</b>	<b>736</b>	<b>1,589</b>	<b>841</b>	<b>382</b>	0	<b>1,173</b>	<b>38,619</b>	0	<b>677</b>	<b>813</b>	0	<b>531</b>	<b>2,533</b>	0	<b>1,292</b>	0	0	<b>6,062</b>	<b>43,203</b>	<b>1,589</b>	<b>876.96</b>
<b>Orange County Totals</b>	<b>9,624</b>	<b>79,065</b>	<b>8,368</b>	<b>16,184</b>	<b>12,238</b>	0	<b>20,245</b>	<b>48,079</b>	<b>1,343</b>	<b>60,647</b>	<b>12,460</b>	0	<b>37,153</b>	<b>24,202</b>	0	<b>11,034</b>	<b>18,285</b>	0	<b>166,542</b>	<b>218,838</b>	<b>16,341</b>	<b>8,520.45</b>

# SOCAL WATER\$MART COMMERCIAL PLUMBING FIXTURES REBATE PROGRAM<sup>[1]</sup>

## INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Totals	Cumulative Water Savings across all Fiscal Years
Brea	51	0	22	52	2	27	113	24	4	1	234	0	2	532	300
Buena Park	83	28	55	64	65	153	432	122	379	290	5	23	53	1,762	797
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
El Toro WD	23	73	42	5	2	0	92	143	1	137	0	212	6	759	452
Fountain Valley	94	2	59	35	63	17	35	0	2	314	0	0	1	623	463
Garden Grove	199	51	297	34	136	5	298	130	22	0	4	1	0	1,198	1,171
Golden State WC	197	34	232	80	531	46	414	55	68	135	0	1	0	1,804	1,522
Huntington Beach	191	73	185	82	209	48	104	126	96	156	104	144	0	1,523	1,213
Irvin Ranch WD	1,085	87	325	1,044	429	121	789	2,708	1,002	646	1,090	451	118	10,201	5,156
La Habra	37	52	45	60	16	191	75	53	4	0	0	0	0	543	429
La Palma	0	0	0	5	0	0	140	21	0	0	0	0	0	166	65
Laguna Beach CWD	30	2	18	9	12	20	137	189	0	0	0	27	0	446	250
Mesa Water	155	22	130	241	141	141	543	219	669	41	6	0	79	2,811	1,622
Moulton Niguel WD	74	65	172	3	0	9	69	151	6	0	0	0	0	580	659
Newport Beach	230	9	77	24	94	98	27	245	425	35	0	0	1	1,269	985
Orange	144	22	553	127	88	18	374	67	1	73	1	271	0	1,823	1,400
San Juan Capistrano	34	21	181	0	6	2	1	1	0	0	0	14	0	260	337
San Clemente	36	5	95	40	173	2	18	43	0	19	0	0	1	432	318
Santa Margarita WD	16	3	56	0	0	6	23	11	0	0	0	0	2	117	166
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	34	44	40	61	45	1	2	124	0	0	0	0	0	354	346
Serrano WD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
South Coast WD	31	8	54	8	4	9	114	56	422	84	148	0	4	942	356
Triabuco Canyon WD	1	0	6	0	0	0	4	0	0	0	0	0	0	11	13
Tustin	114	16	82	14	7	115	145	25	230	0	0	0	75	832	647
Westminster	109	32	153	57	104	40	161	16	63	35	1	28	0	815	814
Yorba Linda	36	12	42	4	118	10	24	8	30	0	1	0	0	285	447
<b>MWDOC Totals</b>	<b>3,004</b>	<b>661</b>	<b>2,921</b>	<b>2,049</b>	<b>2,245</b>	<b>1,079</b>	<b>4,134</b>	<b>4,537</b>	<b>3,424</b>	<b>1,966</b>	<b>1,594</b>	<b>1,172</b>	<b>342</b>	<b>30,088</b>	<b>19,928</b>
Anaheim	400	947	362	1,113	780	766	3,298	582	64	48	165	342	454	10,363	5,456
Fullerton	41	138	270	91	96	133	579	29	4	0	94	0	53	1,556	1,277
Santa Ana	153	589	227	624	373	493	815	728	39	12	16	17	0	4,201	3,750
<b>Non-MWDOC Totals</b>	<b>594</b>	<b>1,674</b>	<b>859</b>	<b>1,828</b>	<b>1,249</b>	<b>1,392</b>	<b>4,692</b>	<b>1,339</b>	<b>107</b>	<b>60</b>	<b>275</b>	<b>359</b>	<b>507</b>	<b>16,120</b>	<b>10,484</b>
<b>Orange County Totals</b>	<b>3,598</b>	<b>2,335</b>	<b>3,780</b>	<b>3,877</b>	<b>3,494</b>	<b>2,471</b>	<b>8,826</b>	<b>5,876</b>	<b>3,531</b>	<b>2,026</b>	<b>1,869</b>	<b>1,531</b>	<b>849</b>	<b>46,208</b>	<b>30,412</b>

[1] Retrofit devices include ULF Toilets and Urinals, High Efficiency Toilets and Urinals, Zero Water Urinals, High Efficiency Clothes Washers, Cooling Tower Conductivity Controllers, Ph Cooling Tower Conductivity Controllers, Flush Valve Retrofit Kits, Pre-rinse Spray heads, Hospital X-Ray Processor Recirculating Systems, Steam Sterilizers, Food Steamers, Water Pressurized Brooms, Laminar Flow Restrictors, and Ice Making Machines.

# Water Smart Landscape Program

Total Number of Meters  
in Program by Agency

Agency	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12/13	FY 13/14	FY 14/15	Overall Water Savings To Date (AF)
Brea	0	0	0	0	0	0	22	22	22	22	48.67
Buena Park	0	0	0	0	17	103	101	101	101	101	390.62
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0.00
El Toro WD	109	227	352	384	371	820	810	812	812	812	4,277.49
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0.00
Garden Grove	0	0	0	0	0	0	0	0	0	0	0.00
Golden State WC	0	0	14	34	32	34	32	32	32	32	177.76
Huntington Beach	0	0	0	0	31	33	31	31	31	31	126.31
Irvine Ranch WD	638	646	708	1,008	6,297	6,347	6,368	6,795	6,797	6,759	33,474.72
Laguna Beach CWD	0	0	0	57	141	143	141	124	124	124	644.59
La Habra	0	0	0	23	22	24	22	22	22	22	121.03
La Palma	0	0	0	0	0	0	0	0	0	0	0.00
Mesa Water	170	138	165	286	285	288	450	504	511	511	2,577.14
Moulton Niguel WD	57	113	180	473	571	595	643	640	675	675	3,638.33
Newport Beach	27	23	58	142	171	191	226	262	300	300	1,287.11
Orange	0	0	0	0	0	0	0	0	0	0	0.00
San Clemente	165	204	227	233	247	271	269	269	299	342	2,077.84
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0.00
Santa Margarita WD	619	618	945	1,571	1,666	1,746	1,962	1,956	2,274	2,274	12,513.64
Seal Beach	0	0	0	0	0	0	0	0	0	0	0.00
Serrano WD	0	0	0	0	0	0	0	0	0	0	0.00
South Coast WD	0	0	62	117	108	110	118	118	118	164	712.88
Trabuco Canyon WD	0	0	12	49	48	62	60	60	60	60	307.70
Tustin	0	0	0	0	0	0	0	0	0	0	0.00
Westminster	0	0	10	18	18	20	18	18	18	18	103.61
Yorba Linda WD	0	0	0	0	0	0	0	0	0	0	0.00
<b>MWDOC Totals</b>	<b>1,785</b>	<b>1,969</b>	<b>2,733</b>	<b>4,395</b>	<b>10,025</b>	<b>10,787</b>	<b>11,273</b>	<b>11,766</b>	<b>12,196</b>	<b>12,247</b>	<b>62,479.4</b>
Anaheim	0	0	0	0	142	146	144	190	190	190	645.94
Fullerton	0	0	0	0	0	0	0	0	0	0	0.00
Santa Ana	0	0	0	0	0	0	0	0	0	0	0.00
<b>Non-MWDOC Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>146</b>	<b>144</b>	<b>190</b>	<b>190</b>	<b>190</b>	<b>645.94</b>
<b>Orange Co. Totals</b>	<b>1,785</b>	<b>1,969</b>	<b>2,733</b>	<b>4,395</b>	<b>10,167</b>	<b>10,933</b>	<b>11,417</b>	<b>11,956</b>	<b>12,386</b>	<b>12,437</b>	<b>63,125.38</b>

# INDUSTRIAL PROCESS WATER USE REDUCTION PROGRAM

Number of Process Changes by Agency

Agency	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Overall Program Interventions	Annual Water Savings[1]	Cumulative Water Savings across all Fiscal Years[1]
Brea	0	0	0	0	0	0	0	0	0	0	0
Buena Park	0	1	0	0	0	0	0	0	1	54	324
East Orange	0	0	0	0	0	0	0	0	0	0	0
El Toro	0	0	0	0	0	0	0	0	0	0	0
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0
Garden Grove	0	0	0	0	0	0	0	0	0	0	0
Golden State	1	0	0	0	0	0	0	0	1	3	20
Huntington Beach	0	0	0	0	0	2	0	1	3	127	139
Irvine Ranch	0	0	2	1	1	1	1	0	6	98	293
La Habra	0	0	0	0	0	0	0	0	0	0	0
La Palma	0	0	0	0	0	0	0	0	0	0	0
Laguna Beach	0	0	0	0	0	0	0	0	0	0	0
Mesa Water	0	0	0	0	0	0	0	0	0	0	0
Moulton Niguel	0	0	0	0	0	0	0	0	0	0	0
Newport Beach	0	0	0	0	0	0	0	1	1	21	2
Orange	1	0	0	0	0	0	0	0	1	43	298
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0
San Clemente	0	0	0	0	0	0	0	0	0	0	0
Santa Margarita	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	0	0	0	0	0	0	0	0	0	0	0
Serrano	0	0	0	0	0	0	0	0	0	0	0
South Coast	0	0	0	0	0	0	0	0	0	0	0
Trabuco Canyon	0	0	0	0	0	0	0	0	0	0	0
Tustin	0	0	0	0	0	0	0	0	0	0	0
Westminster	0	0	0	0	0	0	0	0	0	0	0
Yorba Linda	0	0	0	0	0	0	0	0	0	0	0
<b>MWDOC Totals</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>13</b>	<b>346</b>	<b>1075</b>

[1] Acre feet of savings determined during a one year monitoring period.

If monitoring data is not available, the savings estimated in agreement is used.

# TURF REMOVAL BY AGENCY<sup>[1]</sup>

## through MWD OC and Local Agency Conservation Programs

Agency	FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	
Brea	0	0	3,397	9,466	7,605	0	5,697	0	14,103	0	30,802	9,466	19,60
Buena Park	0	0	0	0	0	0	0	0	0	0	0	0	-
East Orange	0	0	0	0	0	0	1,964	0	7,788	0	9,752	0	3,01
El Toro	0	0	4,723	0	4,680	72,718	4,582	0	7,237	2,975	21,222	75,693	51,43
Fountain Valley	0	0	1,300	0	682	7,524	4,252	0	8,721	0	14,955	7,524	9,73
Garden Grove	0	46,177	14,013	0	4,534	0	8,274	0	6,462	0	33,283	46,177	56,42
Golden State	0	0	42,593	30,973	31,813	3,200	32,725	8,424	38,630	20,170	145,761	62,767	104,85
Huntington Beach	801	3,651	27,630	48,838	9,219	12,437	20,642	0	38,624	37,650	96,916	102,576	99,42
Irvine Ranch	5,423	12,794	6,450	1,666	32,884	32,384	36,584	76,400	83,953	67,268	165,294	190,512	147,33
La Habra	0	7,775	0	8,262	0	0	0	0	2,739	0	2,739	16,037	13,08
La Palma	0	0	0	0	0	0	0	0	771	0	771	0	0,22
Laguna Beach	978	0	2,533	0	2,664	1,712	4,586	226	5,373	0	16,134	1,938	8,57
Mesa Water	0	0	6,777	0	10,667	0	22,246	0	32,250	0	71,940	0	29,09
Moulton Niguel	956	16,139	4,483	26,927	11,538	84,123	14,739	40,741	73,376	550,436	105,092	718,366	287,88
Newport Beach	0	0	3,454	0	3,548	2,346	894	0	4,370	0	12,266	2,346	7,32
Orange	0	0	12,971	0	15,951	8,723	11,244	0	22,975	199,116	63,141	207,839	89,80
San Clemente	0	0	21,502	0	16,062	13,165	18,471	13,908	31,004	0	87,039	27,073	53,70
San Juan Capistrano	0	0	22,656	103,692	29,544	27,156	12,106	0	18,607	832	82,913	131,680	130,72
Santa Margarita	4,483	5,561	1,964	11,400	10,151	11,600	17,778	48,180	61,018	154,270	95,394	231,011	117,95
Seal Beach	0	0	0	0	3,611	0	0	0	3,293	189	6,904	189	3,00
Serrano	0	0	0	0	0	0	2,971	0	3,645	0	6,616	0	2,27
South Coast	0	16,324	6,806	0	9,429	4,395	15,162	116,719	23,582	10,412	54,979	147,850	91,12
Trabuco Canyon	0	0	272	0	1,542	22,440	2,651	0	4,516	0	8,981	22,440	16,00
Tustin	0	0	0	0	9,980	0	1,410	0	7,380	0	18,770	0	8,25
Westminster	0	0	0	0	0	0	0	0	626	0	626	0	0,18
Yorba Linda	11,349	0	0	0	0	0	0	0	19,528	5,405	30,877	5,405	16,51
<b>MWD OC Totals</b>	<b>23,990</b>	<b>108,421</b>	<b>183,524</b>	<b>241,224</b>	<b>216,104</b>	<b>303,923</b>	<b>238,978</b>	<b>304,598</b>	<b>520,571</b>	<b>1,048,723</b>	<b>1,183,167</b>	<b>2,006,889</b>	<b>1,367,44</b>

Anaheim	0	0	0	0	0	0	0	0	0	0	0	0	-
Fullerton	0	0	0	0	0	0	0	9,214	0	0	0	9,214	3,87
Santa Ana	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>Non-MWD OC Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,214</b>	<b>3,87</b>

<b>Orange County Totals</b>	<b>23,990</b>	<b>108,421</b>	<b>183,524</b>	<b>241,224</b>	<b>216,104</b>	<b>303,923</b>	<b>238,978</b>	<b>313,812</b>	<b>520,571</b>	<b>1,048,723</b>	<b>1,183,167</b>	<b>2,016,103</b>	<b>1,371,31</b>
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[1] Installed device numbers are listed as square feet

# HIGH EFFICIENCY TOILETS (HETs) INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Total	Cumulative Water Savings across all Fiscal Years
Brea	0	2	7	43	48	8	0	0	38	60	206	35.71
Buena Park	0	1	2	124	176	7	0	0	96	84	490	96.18
East Orange CWD RZ	0	0	10	12	1	0	0	0	13	10	46	8.77
El Toro WD	0	392	18	75	38	18	0	133	218	122	1,014	232.88
Fountain Valley	0	69	21	262	54	17	0	0	41	43	507	134.36
Garden Grove	0	14	39	443	181	24	0	0	63	163	927	214.24
Golden State WC	2	16	36	444	716	37	80	2	142	160	1,635	374.99
Huntington Beach	2	13	59	607	159	76	0	0	163	342	1,421	291.96
Irvine Ranch WD	29	1,055	826	5,088	2,114	325	0	1,449	810	796	12,492	3,110.26
Laguna Beach CWD	0	2	17	91	28	11	0	0	45	69	263	49.92
La Habra	0	3	18	296	34	20	0	0	37	52	460	113.76
La Palma	0	1	10	36	26	13	0	0	21	25	132	26.77
Mesa Water	0	247	19	736	131	7	0	0	174	79	1,393	373.46
Moulton Niguel WD	0	20	104	447	188	46	0	0	400	805	2,010	302.34
Newport Beach	0	5	19	163	54	13	0	0	49	73	376	80.78
Orange	1	20	62	423	79	40	0	1	142	210	978	205.05
San Juan Capistrano	0	10	7	76	39	11	0	0	35	64	242	46.86
San Clemente	0	7	22	202	66	21	0	0	72	97	487	101.93
Santa Margarita WD	0	5	14	304	151	44	0	0	528	448	1,494	209.18
Seal Beach	0	678	8	21	12	1	0	2	17	23	762	274.63
Serrano WD	2	0	1	13	5	0	0	0	2	17	40	7.24
South Coast WD	2	2	29	102	41	12	23	64	102	130	507	81.20
Trabuco Canyon WD	0	0	4	23	23	0	0	0	10	34	94	16.39
Tustin	0	186	28	387	479	17	0	0	64	45	1,206	329.36
Westminster	0	17	25	541	167	23	0	0	35	51	859	228.88
Yorba Linda WD	0	14	89	323	96	18	0	0	40	95	675	167.68
<b>MWDOC Totals</b>	<b>38</b>	<b>2,779</b>	<b>1,494</b>	<b>11,282</b>	<b>5,106</b>	<b>809</b>	<b>103</b>	<b>1,651</b>	<b>3,357</b>	<b>4,097</b>	<b>30,716</b>	<b>7,114.77</b>

Anaheim	0	255	78	2,771	619	114	0	0	156	700	4,693	1,175.14
Fullerton	0	4	28	286	60	23	0	0	61	95	557	125.72
Santa Ana	0	11	25	925	89	23	0	0	33	176	1,282	326.22
<b>Non-MWDOC Totals</b>	<b>0</b>	<b>270</b>	<b>131</b>	<b>3,982</b>	<b>768</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>971</b>	<b>6,532</b>	<b>1,627.08</b>

<b>Orange County Totals</b>	<b>38</b>	<b>3,049</b>	<b>1,625</b>	<b>15,264</b>	<b>5,874</b>	<b>969</b>	<b>103</b>	<b>1,651</b>	<b>3,607</b>	<b>5,068</b>	<b>37,248</b>	<b>8,741.85</b>
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# HOME WATER SURVEYS PERFORMED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 13/14		FY 14/15		Total		Cumulative Water Savings
	Surveys	Cert Homes	Surveys	Cert Homes	Surveys	Cert Homes	
Brea	1	0	1	0	2	0	0.02
Buena Park	0	0	0	0	0	0	0.00
East Orange	19	0	1	0	20	0	0.45
El Toro	0	0	3	0	3	0	0.00
Fountain Valley	3	0	3	0	6	0	0.07
Garden Grove	0	0	6	0	6	0	0.00
Golden State	0	0	0	0	0	0	0.00
Huntington Beach	2	0	2	0	4	0	0.05
Irvine Ranch	1	0	0	0	1	0	0.02
La Habra	0	0	1	0	1	0	0.00
La Palma	0	0	0	0	0	0	0.00
Laguna Beach	4	0	6	0	10	0	0.09
Mesa Water	0	0	0	0	0	0	0.00
Moulton Niguel	4	0	4	0	8	0	0.09
Newport Beach	2	0	7	0	9	0	0.05
Orange	2	0	13	0	15	0	0.05
San Clemente	15	0	7	0	22	0	0.35
San Juan Capistrano	4	0	12	0	16	0	0.09
Santa Margarita	15	0	16	1	31	1	0.35
Serrano	0	0	2	0	2	0	0.00
South Coast	6	0	3	0	9	0	0.14
Trabuco Canyon	0	0	3	0	3	0	0.00
Tustin	0	0	7	0	7	0	0.00
Westminster	0	0	0	0	0	0	0.00
Yorba Linda	0	0	8	0	8	0	0.00
<b>MWDOC Totals</b>	<b>78</b>	<b>0</b>	<b>105</b>	<b>1</b>	<b>183</b>	<b>1</b>	<b>1.83</b>

Anaheim	0	0	0	0	0	0	0.00
Fullerton	0	0	13	0	13	0	0.00
Santa Ana	0	0	0	0	0	0	0.00
<b>Non-MWDOC Totals</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0.00</b>

<b>Orange County Totals</b>	<b>78</b>	<b>0</b>	<b>118</b>	<b>1</b>	<b>196</b>	<b>1</b>	<b>1.835</b>
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# **SYNTHETIC TURF INSTALLED BY AGENCY<sup>[1]</sup>** through MWDOC and Local Agency Conservation Programs

Agency	FY 07/08		FY 08/09		FY 09/10		FY 10/11		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	
Brea	0	0	2,153	2,160	500	0	0	0	2,653	2,160	3.30
Buena Park	0	0	1,566	5,850	0	0	0	0	1,566	5,850	5.19
East Orange	0	0	0	0	983	0	0	0	983	0	0.55
El Toro	3,183	0	2,974	0	3,308	0	895	0	10,360	0	6.98
Fountain Valley	11,674	0	1,163	0	2,767	0	684	0	16,288	0	12.46
Garden Grove	1,860	0	0	0	3,197	0	274	0	5,331	0	3.47
Golden State	6,786	0	13,990	0	15,215	0	2,056	0	38,047	0	24.88
Huntington Beach	15,192	591	12,512	0	4,343	1,504	0	0	32,047	2,095	25.29
Irvine Ranch	11,009	876	13,669	0	2,585	0	0	0	27,263	876	21.00
La Habra	0	0	0	0	0	0	0	0	0	0	-
La Palma	429	0	0	0	0	0	0	0	429	0	0.36
Laguna Beach	3,950	0	3,026	0	725	0	0	0	7,701	0	5.84
Mesa Water	4,114	0	3,005	78,118	4,106	0	2,198	0	13,423	78,118	63.46
Moulton Niguel	14,151	0	25,635	2,420	7,432	0	0	0	47,218	2,420	35.69
Newport Beach	2,530	0	6,628	0	270	0	0	0	9,428	0	6.92
Orange	4,169	0	7,191	0	635	0	0	0	11,995	0	8.89
San Clemente	9,328	0	11,250	455	2,514	1,285	500	0	23,592	1,740	18.37
San Juan Capistrano	0	0	7,297	639	2,730	0	4,607	0	14,634	639	9.02
Santa Margarita	12,922	0	26,069	0	21,875	0	7,926	0	68,792	0	44.68
Seal Beach	0	0	817	0	0	0	0	0	817	0	0.57
Serrano	7,347	0	1,145	0	0	0	0	0	8,492	0	6.97
South Coast	2,311	0	6,316	0	17,200	0	1,044	0	26,871	0	16.43
Trabuco Canyon	1,202	0	9,827	0	0	0	0	0	11,029	0	7.89
Tustin	6,123	0	4,717	0	2,190	0	0	0	13,030	0	9.67
Westminster	2,748	16,566	8,215	0	890	0	0	0	11,853	16,566	22.47
Yorba Linda	11,792	0	12,683	0	4,341	5,835	0	0	28,816	5,835	24.48
<b>MWDOC Totals</b>	<b>132,820</b>	<b>18,033</b>	<b>181,848</b>	<b>89,642</b>	<b>97,806</b>	<b>8,624</b>	<b>20,184</b>	<b>0</b>	<b>432,658</b>	<b>116,299</b>	<b>384.83</b>

Anaheim	4,535	0	7,735	20,093	13,555	65,300	4,122	0	29,947	85,393	69.18
Fullerton	4,865	876	5,727	0	6,223	0	105	0	16,920	876	12.36
Santa Ana	0	0	2,820	0	525	0	0	0	3,345	0	2.27
<b>Non-MWDOC Totals</b>	<b>9,400</b>	<b>876</b>	<b>16,282</b>	<b>20,093</b>	<b>20,303</b>	<b>65,300</b>	<b>4,227</b>	<b>0</b>	<b>50,212</b>	<b>86,269</b>	<b>83.81</b>

<b>Orange County Totals</b>	<b>142,220</b>	<b>18,909</b>	<b>198,130</b>	<b>109,735</b>	<b>118,109</b>	<b>73,924</b>	<b>24,411</b>	<b>0</b>	<b>482,870</b>	<b>202,568</b>	<b>468.63</b>
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[1] Installed device numbers are calculated in square feet

**ULF TOILETS INSTALLED BY AGENCY**  
through MWDOC and Local Agency Conservation Programs

Agency	Previous Years	FY 95-96	FY 96-97	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Total	Cumulative Water Savings across all Fiscal Years
Brea	378	189	299	299	122	144	867	585	341	401	26	48	17	4	0	3,720	1,692.64
Buena Park	361	147	331	802	520	469	524	1,229	2,325	1,522	50	40	18	9	0	8,347	3,498.37
East Orange CWD RZ	2	0	33	63	15	17	15	50	41	44	19	18	13	2	0	332	138.23
El Toro WD	1,169	511	678	889	711	171	310	564	472	324	176	205	61	40	0	6,281	3,091.16
Fountain Valley	638	454	635	858	1,289	2,355	1,697	1,406	1,400	802	176	111	58	32	0	11,911	5,383.10
Garden Grove	1,563	1,871	1,956	2,620	2,801	3,556	2,423	3,855	3,148	2,117	176	106	67	39	0	26,298	12,155.41
Golden State WC	3,535	1,396	3,141	1,113	3,024	2,957	1,379	2,143	3,222	1,870	167	116	501	43	0	24,607	11,731.47
Huntington Beach	3,963	1,779	2,600	2,522	2,319	3,492	3,281	2,698	3,752	1,901	367	308	143	121	0	29,246	13,854.70
Irvine Ranch WD	4,016	841	1,674	1,726	1,089	3,256	1,534	1,902	2,263	6,741	593	626	310	129	0	26,700	11,849.23
Laguna Beach CWD	283	93	118	74	149	306	220	85	271	118	32	26	29	6	0	1,810	845.69
La Habra	594	146	254	775	703	105	582	645	1,697	1,225	12	31	6	7	0	6,782	2,957.73
La Palma	65	180	222	125	44	132	518	173	343	193	31	27	20	17	0	2,090	927.52
Mesa Water	1,610	851	1,052	2,046	2,114	1,956	1,393	1,505	2,387	988	192	124	56	14	0	16,288	7,654.27
Moulton Niguel WD	744	309	761	698	523	475	716	891	728	684	410	381	187	100	0	7,607	3,371.14
Newport Beach	369	293	390	571	912	1,223	438	463	396	1,883	153	76	36	16	0	7,219	3,166.77
Orange	683	1,252	1,155	1,355	533	2,263	1,778	2,444	2,682	1,899	193	218	88	53	4	16,600	7,347.93
San Juan Capistrano	1,234	284	193	168	323	1,319	347	152	201	151	85	125	42	39	0	4,663	2,324.42
San Clemente	225	113	191	65	158	198	667	483	201	547	91	66	37	34	0	3,076	1,314.64
Santa Margarita WD	577	324	553	843	345	456	1,258	790	664	260	179	143	101	29	0	6,522	3,001.01
Seal Beach	74	66	312	609	47	155	132	81	134	729	29	10	6	12	0	2,396	1,073.80
Serrano WD	81	56	68	41	19	52	95	73	123	98	20	15	14	2	0	757	338.66
South Coast WD	110	176	177	114	182	181	133	358	191	469	88	72	32	22	0	2,305	990.05
Trabuco Canyon WD	10	78	42	42	25	21	40	181	102	30	17	20	12	14	0	634	273.02
Tustin	988	668	557	824	429	1,292	1,508	1,206	1,096	827	69	89	26	12	0	9,571	4,423.88
Westminster	747	493	969	1,066	2,336	2,291	2,304	1,523	2,492	1,118	145	105	70	24	0	15,683	7,064.28
Yorba Linda WD	257	309	417	457	404	1,400	759	1,690	1,155	627	158	136	81	41	0	7,891	3,409.49
<b>MWDOC Totals</b>	<b>24,256</b>	<b>12,879</b>	<b>18,778</b>	<b>20,765</b>	<b>21,136</b>	<b>30,242</b>	<b>24,918</b>	<b>27,175</b>	<b>31,827</b>	<b>27,568</b>	<b>3,654</b>	<b>3,242</b>	<b>2,031</b>	<b>861</b>	<b>4</b>	<b>249,336</b>	<b>113,878.61</b>

Anaheim	447	1,054	1,788	3,661	1,755	7,551	4,593	6,346	9,707	5,075	473	371	462	341	1	43,625	18,359.52
Fullerton	1,453	1,143	694	1,193	1,364	2,138	1,926	2,130	2,213	1,749	172	77	44	23	2	16,321	7,435.23
Santa Ana	1,111	1,964	1,205	2,729	2,088	8,788	5,614	10,822	10,716	9,164	279	134	25	5	0	54,644	22,887.95
<b>Non-MWDOC Totals</b>	<b>3,011</b>	<b>4,161</b>	<b>3,687</b>	<b>7,583</b>	<b>5,207</b>	<b>18,477</b>	<b>12,133</b>	<b>19,298</b>	<b>22,636</b>	<b>15,988</b>	<b>924</b>	<b>582</b>	<b>531</b>	<b>369</b>	<b>3</b>	<b>114,590</b>	<b>48,682.70</b>

<b>Orange County Totals</b>	<b>27,267</b>	<b>17,040</b>	<b>22,465</b>	<b>28,348</b>	<b>26,343</b>	<b>48,719</b>	<b>37,051</b>	<b>46,473</b>	<b>54,463</b>	<b>43,556</b>	<b>4,578</b>	<b>3,824</b>	<b>2,562</b>	<b>1,230</b>	<b>7</b>	<b>363,926</b>	<b>162,561.30</b>
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