

REGULAR MEETING
OF THE BOARD OF DIRECTORS
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
18700 Ward Street, Board Room, Fountain Valley, California
July 15, 2015, 8:30 a.m.

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS/PARTICIPATION

At this time, members of the public will be given an opportunity to address the Board concerning items within the subject matter jurisdiction of the Board. Members of the public may also address the Board about a particular Agenda item at the time it is considered by the Board and before action is taken. If the item is on the Consent Calendar, please inform the Board Secretary before action is taken on the Consent Calendar and the item will be removed for separate consideration.

The Board requests, but does not require, that members of the public who want to address the Board complete a voluntary "Request to be Heard" form available from the Board Secretary prior to the meeting.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Determine need and take action to agendize items(s) which arose subsequent to the posting of the Agenda. (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board members present, or, if less than two-thirds of the Board members are present, a unanimous vote of those members present.)

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>.

NEXT RESOLUTION NO. 2017

CONSENT CALENDAR (Items 1 to 7)

(All matters under the Consent Calendar will be approved by one motion unless a Board member requests separate action on a specific item)

1. MINUTES

- a. June 3, 2015 Workshop Board Meeting
- b. June 17, 2015 Regular Board Meeting

Recommendation: Approve as presented.

2. COMMITTEE MEETING REPORTS

- a. Planning & Operations Committee: June 1, 2015
- b. Administration & Finance Committee: June 10, 2015
- c. Public Affairs & Legislation Committee: June 15, 2015
- d. Executive Committee Meeting: June 18, 2015

Recommendation: Receive and file as presented.

3. TREASURER'S REPORTS

- a. MWDOC Revenue/Cash Receipt Register as of June 30, 2015
- b. MWDOC Disbursement Registers (June/July)

Recommendation: Ratify and approve as presented.

- c. Summary of Cash and Investment and Portfolio Master Summary Report (Cash and Investment report) as of May 31, 2015
- d. PARS Monthly Statement (OPEB Trust)
- e. Water Use Efficiency Projects Cash Flow

Recommendation: Receive and file as presented.

4. FINANCIAL REPORT

- a. Combined Financial Statements and Budget Comparative for the period ending May 31, 2015

Recommendation: Receive and file as presented.

5. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) 2015 BOARD OF DIRECTORS ELECTION – SOUTHERN NETWORK REGION, SEAT A

Recommendation: Authorize President Dick, or his designee, to cast the District's ballot for the CSDA Board of Directors Southern Network, Seat A.

6. CALIFORNIA SPRINKLER ADJUSTMENT NOTIFICATION SYSTEM IRRIGATION SCHEDULE CALCULATOR

Recommendation: (1) Authorize the General Manager to enter into a professional services agreement with EcoLandscape California for development of the Irrigation Schedule Calculator, and (2) Authorize expenditure of budgeted WUE Choice funds in the amount of \$32,000 as MWDOC's share of project costs.

7. SELECTION OF A CONSULTING TEAM TO ASSIST IN THE DEVELOPMENT OF MWDOC'S AND PARTICIPATING AGENCIES' 2015 URBAN WATER MANAGEMENT PLANS

Recommendation: Authorize the General Manager to enter into a professional services contract with Arcadis to assist in the development of MWDOC's and Participating Agencies' 2015 Urban Water Management Plans and authorize the General Manager to enter into Agreements with various agencies for cost-sharing this effort and authorize expenditure of \$31,510 for preparation of MWDOC's UWMP.

Depending on the number of participating agencies, the contract amount can range up to \$1.15 million with all agencies participating and including 100% of the allowance for time and materials additions, but is expected to be no more than \$650,000 in total based on the allowances utilized in preparation of the 2010 UWMPs with all agencies participating.

– End Consent Calendar –

ACTION CALENDAR

8-1 PROPOSITION 84 DROUGHT RESPONSE AND US BUREAU OF RECLAMATION WATER SMART GRANT FUNDING AGREEMENTS

Recommendation: Authorize the General Manager to sign (1) the US Bureau of Reclamation Agreement for implementation of the Comprehensive Landscape Water Use Efficiency Program, and (2) an Assignment Agreement between MWDOC and OCWD to access the Proposition 84 Integrated Regional Water Management 2014 Drought Grant for implementation of a Turf Removal Rebate Program targeting Public Agencies and Homeowner Associations.

8-2 CONSIDER APPROVAL OF ISDOC BYLAWS

Recommendation: Authorize President Dick, or his designee, to cast the vote on behalf of MWDOC, approving the amended and restated ISDOC bylaws.

8-3 UPCOMING COST OF JOINT BUILDING UPGRADES WITH OCWD

Recommendation: Approve the budget request for both the Joint Facilities and work on the MWDOC building in the approximate amount of \$255,000 and concur with OCWD proceeding ahead with the work under a contract to be awarded by the OCWD Board with PDC Interiors.

INFORMATION CALENDAR (All matters under the Information Calendar will be Received/Filed as presented following any discussion that may occur)

9. GENERAL MANAGER'S REPORT, JULY 2015 (ORAL AND WRITTEN)

Recommendation: Receive and file report(s) as presented.

10. MWDOC GENERAL INFORMATION ITEMS

- a. Board of Directors - Reports re: Conferences and Meetings and Requests for Future Agenda Topics

Recommendation: Receive and file as presented.

ADJOURNMENT

Note: 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 contacting 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.

**MINUTES OF THE WORKSHOP BOARD MEETING
OF THE BOARD OF DIRECTORS OF
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC)
WITH THE MWDOC MET DIRECTORS**
June 3, 2015

At 8:30 a.m. President Dick called to order the Workshop Board Meeting of the Board of Directors of Municipal Water District of Orange County (MWDOC) at the District facilities located in Fountain Valley. Director Finnegan led the Pledge of Allegiance and Secretary Goldsby called the roll.

MWDOC DIRECTORS

Brett R. Barbre*
Larry Dick*
Joan Finnegan
Susan Hinman (via teleconference)
Wayne Osborne (absent)
Sat Tamaribuchi
Jeffrey M. Thomas

MWDOC STAFF

Robert Hunter, General Manager
Karl Seckel, Assistant General Manager
Joe Byrne, Legal Counsel
Maribeth Goldsby, Secretary
Harvey De La Torre, Prin. Water Resources Planner
Heather Baez, Director of Governmental Affairs
Kevin Hostert, Assoc. Water Resources Analyst
Joe Berg, Water Use Efficiency Prog. Mgr.

*Also MWDOC MET Directors

OTHER MWDOC MET DIRECTORS

Larry McKenney

OTHERS PRESENT

William Kahn
Mark Monin
Brian Ragland
Paul Weghorst
Peer Swan
John Kennedy
Charles Gibson
Rick Erkeneff
Dennis Erdman
Bill Green
Andy Brunhart
Gary Melton
Ed Means
Elizabeth Mendelson
Merle Moshiri
Dave Hamilton
Joe Geever
Jeanine Micklin

El Toro Water District
El Toro Water District
City of Huntington Beach
Irvine Ranch Water District
Irvine Ranch Water District
Orange County Water District
Santa Margarita Water District
South Coast Water District
South Coast Water District
South Coast Water District
South Coast Water District
Yorba Linda Water District
Means Consulting
San Diego County Water Authority
R4RD
R4RD
Surfrider Foundation
Public Interest

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Determine need and take action to agendize item(s), which arose subsequent to the posting of the Agenda. (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board members present or, if less than two-thirds of the Board members are present, a unanimous vote.)

No items were presented.

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

President Dick inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

It was noted that MET Board Summary report for May (5a) was distributed to the Board and made available to the public.

PUBLIC PARTICIPATION/PUBLIC COMMENTS

President Dick inquired whether any members of the public wished to comment on agenda items.

No comments were received.

PRESENTATION/DISCUSSION/INFORMATION ITEMS**METROPOLITAN'S CONSERVATION BUDGET INCREASE AND TURF REMOVAL PROGRAM MODIFICATIONS**

Principal Water Resources Planner Harvey De La Torre provided an overview of MET's Water Conservation Program funding increase. His presentation included background information on MET's Board action to (1) approve a \$350 million increase to its Water Conservation budget, and (2) approve program modifications to the Turf Removal Program in order to reach as many residents and businesses as possible. Mr. De La Torre explained the changes to both the budget and Turf Removal Program, provided a comparison between the old and the new programs, reviewed the budget options that the MET Board considered (ultimately approving the \$350 million increase), and he provided an overview of where the funds will come from in MET reserves. Mr. De La Torre advised that additional changes may be needed in the future, but due to the severity of the drought, the MET Board took these actions to encourage water conservation by extending the Turf Removal Program.

Considerable discussion ensued, with specific emphasis on ways to measure the results of the Turf Removal Program, the need for cost benefit calculations, and how the \$350 million can be tracked to determine what area receives the largest segment of the money.

The Board received and filed the report.

METROPOLITAN'S 2015 UPDATED INTEGRATED RESOURCES PLAN (IRP)

Mr. De La Torre provided a status report on MET's 2015 Updated IRP. His presentation included an overview of the MET IRP subcommittee meetings, the member agency workgroup

process, and the issues that both groups are reviewing. Mr. De La Torre then provided a brief detail on MET's Member Agency Technical Workgroup meetings topics of discussion.

Discussion ensued regarding the Technical Workgroup meetings, with specific discussion on the "Planning for Uncertainty" forecasts, the need for increased storage and capacity, recycling as a factor in supply augmentation, and groundwater forecasts and assumptions.

The Board received and filed the report.

MWD ITEMS CRITICAL TO ORANGE COUNTY

- a. MET's Water Supply Conditions
- b. MET's Finance and Rate Issues
- c. Colorado River Issues
- d. Bay Delta/State Water Project Issues
- e. MET's Ocean Desalination Policy and Potential Participation by MET in the Doheny Desalination Project
- f. Orange County Reliability Projects
- g. East Orange County Feeder No. 2

The Board received and filed the reports as presented.

OTHER INPUT OR QUESTIONS ON MET ISSUES FROM MEMBER AGENCIES

Director Tamaribuchi highlighted the need for building the barriers in the Bay-Delta (formerly the "two gates"), noting MET should look at creating an operable barrier that can be taken out when no longer needed. Mr. Seckel advised that MET was unsuccessful in obtaining permits for this project. It was noted that a discussion regarding the "two gates" would be agendaized at an upcoming meeting.

METROPOLITAN (MET) BOARD AND COMMITTEE AGENDA DISCUSSION ITEMS

- a. Summary regarding May MET Board Meeting
- b. Review Items of significance for the Upcoming MET Board and Committee Agendas

President Dick commented on MET Agenda Item No. 8-7 (support for AB 888, Waste Management: Plastic Microbeads), noting that MET may consider this item prematurely, noting that the Federal government may release their own regulations. Director Rick Erkeneff (South Coast Water District) suggested support for the legislation, noting that alternatives to microbeads should be evaluated. The Board received and filed the reports as presented.

CLOSED SESSION ITEMS

At 9:46 a.m., Legal Counsel Byrne announced that the Board would adjourn to closed session on the following matters:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Consider Initiation of Litigation pursuant to Paragraph (4) of subdivision (d) of Section 54956.9: (Two Cases).

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (One Case).

RECONVENE

At 10:57 a.m., the Board reconvened and Legal Counsel Byrne announced that no reportable action was taken in closed session.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:58 a.m.

Respectfully Submitted,

Maribeth Goldsby
Board Secretary

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
June 17, 2015**

At 8:30 a.m. President Dick called to order the Regular Meeting of the Municipal Water District of Orange County in the Board Room at the District facilities located in Fountain Valley. Legal Counsel Jeff Dunn led the Pledge of Allegiance and Secretary Goldsby called the roll.

MWDOC DIRECTORS

Brett R. Barbre (absent)
Larry Dick
Joan Finnegan
Susan Hinman
Wayne Osborne
Sat Tamaribuchi
Jeffery M. Thomas

STAFF

Robert Hunter, General Manager
Karl Seckel, Assistant General Manager
Jeff Dunn, Legal Counsel
Maribeth Goldsby, Board Secretary
Harvey De La Torre, Prin. Water Res. Planner
Cathy Harris, Admin. Services Manager
Heather Baez, Government Affairs Manager
Joe Berg, Water Use Eff. Programs Mgr.
Michelle Tuchman

ALSO PRESENT

Miles Hogan
Linda Ackerman
Larry McKenney
William Kahn
Ken Vecchiarelli
Paul Weghorst
John Kennedy
Ray Miller
Dennis Erdman
Rick Erkeneff
Andy Brunhart
Gary Melton
Betsy Eglash

Aleshire & Wynder
MWDOC MET Director
MWDOC MET Director
El Toro Water District
Golden State Water Company
Irvine Ranch Water District
Orange County Water District
City of San Juan Capistrano
South Coast Water District
South Coast Water District
South Coast Water District
Yorba Linda Water District
Brady & Associates

PUBLIC PARTICIPATION/PUBLIC COMMENT

President Dick announced members of the public wishing to comment on agenda items could do so after the item has been discussed by the Board and requested members of the public identify themselves when called on. Mr. Dick asked whether there were any comments on other items which would be heard at this time.

No comments were received.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Determine need and take action to agendize items(s), which arose subsequent to the posting of the Agenda. (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board members present or, if less than two-thirds of the Board members are present, a unanimous vote.)

No items were presented.

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

President Dick inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

No items were presented.

CONSENT CALENDAR

President Dick stated all matters under the Consent Calendar would be approved by one MOTION unless a Director wished to consider an item separately.

Upon MOTION by Director Thomas, seconded by Director Finnegan, and carried (6-0), the Board approved the Consent Calendar items as follows. Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi, and Thomas voted in favor. Director Barbre was absent.

MINUTES

The following minutes were approved.

May 4, 2015 Special Board Meeting
May 6, 2015 Adjourned Workshop Board Meeting
May 20, 2015 Regular Board Meeting

COMMITTEE MEETING REPORTS

The following Committee Meeting reports were received and filed as presented.

Planning & Operations Committee Meeting: May 4, 2015
Administration & Finance Committee Meeting: May 13, 2015
Special Public Affairs & Legislation Committee Meeting: May 4, 2015
Public Affairs & Legislation Committee Meeting: May 18, 2015
Executive Committee Meeting: May 21, 2015

TREASURER'S REPORTS

The following items were ratified and approved as presented.

MWDOC Revenue/Cash Receipt Register as of May 31, 2015
MWDOC Disbursement Registers (May/June)

The following items were received and filed as presented.

MWDOC Summary of Cash and Investment and Portfolio Master Summary Report
(Cash and Investment report) as of April 30, 2015

PARS Monthly Statement (OPEB Trust)

Water Use Efficiency Projects Cash Flow

FINANCIAL REPORT

The following items were received and filed as presented.

Combined Financial Statements and Budget Comparative for the period ending April 30, 2015

APPROVE COMMEMORATIVE RESOLUTION HONORING DON CALKINS

The Board approved the honorary resolution for Don Calkins on his retirement from the City of Anaheim, and directed staff to prepare the resolution for presentation at the upcoming MWDOC Water Policy Dinner on July 29, 2015.

CONTINUANCE OF PROFESSIONAL SERVICES CONTRACT WITH TUCHMAN COMMUNICATIONS

The Board approved continuing the services with Tuchman Communications and authorized the General Manager to enter into a professional services contract for the period July 1, 2015 to September 4, 2015, for an amount not to exceed \$40,000.

END CONSENT CALENDAR

ACTION CALENDAR

TURF REMOVAL PROGRAM REBATE PROCESSING PLATFORM

President Dick advised that the proposal to enter into a contract with Droplet Technologies for the Turf Removal Program rebate processing platform was before the Board for consideration.

Upon MOTION by Director Osborne, seconded by Director Hinman, and carried (6-0), the Board authorized the General Manager to enter into annual contracts with Droplet Technologies for the next three years at a total cost not to exceed \$139,642. Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi and Thomas voted in favor. Director Barbre was absent.

METROPOLITAN WATER CONSERVATION FUNDING AGREEMENT AND U.S. BUREAU OF RECLAMATION FIELD SERVICES AGREEMENT

Upon MOTION by Director Hinman, seconded by Director Finnegan, and carried (6-0), the Board authorized the General Manager to sign (1) amendments to Metropolitan's Water Conservation Funding Agreements extending the terms an additional 10 years, to June 30, 2015; and (2) a Field Services Agreement with the U.S. Bureau of Reclamation for

California Friendly Technical Design Assistance Program. Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi and Thomas voted in favor. Director Barbre was absent.

ADOPT AMENDED AND RESTATED ADMINISTRATIVE CODE

President Dick advised that the proposal to adopt the Amended and Restated Administrative Code was before the Board for consideration.

Upon MOTION by Director Thomas, seconded by Director Finnegan, and carried (6-0), the Board adopted the Amended and Restated Administrative Code, with changes recommended by the Directors assigned to meet with the South County representatives. Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi and Thomas voted in favor. Director Barbre was absent.

ADOPT RESOLUTION NOMINATING LARRY MCKENNEY AS VICE CHAIR OF THE ACWA REGION 10 BOARD OF DIRECTORS

Upon MOTION by Director Tamaribuchi, seconded by Director Thomas, and carried (6-0), the Board adopted RESOLUTION NO. 2015, nominating MWDOC MET Director Larry McKenney as Vice Chair of the ACWA Region 10 Board of Directors. Said RESOLUTION NO. 2015 was adopted by the following roll call vote:

AYES: Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi & Thomas
NOES: None
ABSENT: Director Barbre
ABSTAIN: None

AMENDMENTS TO MONEY PURCHASE PENSION PLAN

Upon MOTION by Director Thomas, seconded by Director Finnegan, and carried (6-0), the Board adopted RESOLUTION NO. 2016, approving the proposed amendments to the District's Money Purchase Pension Plan, by the following roll call vote:

AYES: Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi & Thomas
NOES: None
ABSENT: Director Barbre
ABSTAIN: None

OCWD WILDLIFE EXHIBIT

President Dick advised that the Public Affairs & Legislation Committee discussed this item and recommended that staff write a letter to Orange County Water District (OCWD) asking the OCWD Board to defer this item for 30-days, to allow MWDOC time to review the proposal, and convene the MWDOC/OCWD Building Committee.

Following discussion, and upon MOTION by Director Finnegan, seconded by Director Thomas, and carried (6-0), the Board directed the General Manager to submit a letter to the OCWD Board asking for a 30-day delay in considering this matter, and directed staff to

arrange a MWDOC/OCWD Building Committee meeting. Directors Dick, Finnegan, Hinman, Osborne, Tamaribuchi and Thomas voted in favor. Director Barbre was absent.

INFORMATION CALENDAR

GENERAL MANAGER'S REPORT, JUNE 2015

General Manager Hunter advised that the General Manager's report was included in the Board packet.

Responding to an inquiry from Director Tamaribuchi, Mr. Hunter advised that due to heavy rainfall, California will not be impacted on any shortage on the Colorado River in the near future.

Director Tamaribuchi requested a presentation on the Orange County Groundwater Management Plan be made at an upcoming meeting.

The Board held discussion regarding outreach efforts relating to the drought and whether to participate in the Orange County Fair. Mr. Hunter advised that staff would review all of MWDOC's opportunities for outreach, as well as a larger presence at the Fair.

The Board received and filed the report as presented.

MWDOC GENERAL INFORMATION ITEMS

BOARD OF DIRECTORS

The Board members each reported on their attendance at the regular (and special) MWDOC Board and Committee meetings. In addition to these meetings, the following reports were made on conferences and meetings attended on behalf of the District.

Director Finnegan reported that she attended the MWDOC Planning & Operations (P&O), Public Affairs & Legislation (PAL), and Administration & Finance (A&F) Committee meetings, as well as the ISDOC Executive Committee meeting, and the WACO Planning Committee meeting.

Director Osborne advised that he attended the MWDOC Executive, P&O, PAL, and A&F Committee meetings, as well as the WACO meeting.

Director Hinman advised that she attended the OC Water Summit, a presentation by Fran Spivey-Weber at Moulton Niguel Water District, a meeting with Supervisor Bartlett, Rick Erkeneff, and Joe Berg regarding saving water in South Orange County, the MWDOC Board and Committee meetings, the Women in Water breakfast, and the San Juan Basin Authority meeting.

Director Thomas reported on his attendance at the WACO meeting, the P&O, PAL and A&F Committee meetings, the MWDOC Board meeting, the OC Water Summit, and a meeting with representatives from WaterSmart. He noted a presentation he made at the Orange

Rotary Club, and that he would be attending the Santiago Aqueduct Commission meeting, as well as a meeting with Patricia Bates.

Director Tamaribuchi reported that he attended the MWDOC Board and Committee meetings (with the exception of PAL), the WEROC Surf Quake exercise, the MWDOC/OCWD Building Committee meeting, a meeting at Moulton Niguel Water District, and the WACO meeting. He also referenced the Save Water Expo held in Anaheim.

Director Dick provided a written report on the meetings he attended and asked the Board Secretary to memorialize the meetings in the minutes. These meetings included the MET Executive Committee meeting, the Urban Water Institute meeting, a meeting with Brian Thomas, the OC Taxpayers Association meeting, the South Orange County Economic Coalition meeting, the P&O meeting, the ISDOC meeting, a meeting with representatives from East Orange County Water District, the MWDOC Workshop Board meeting, the MWDOC pre-caucus meeting, the PAL Committee meeting, the WACO meeting, and the Serrano Water District Board meeting.

CLOSED SESSION

At 9:42 a.m., Legal Counsel Dunn announced that the Board would adjourn to closed session on the following matters. It was noted that Legal Counsel Hogan would meet with the Board on the first three matters regarding the San Diego County Water Authority/MET litigation, and Mr. Dunn would confer with the Board on the final two matters.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9. One Case: *San Diego County Water Authority v. Metropolitan Water District of Southern California*; all persons interested in the validity of the rates adopted by the Metropolitan Water District of Southern California on April 13, 2010, et al., former Los Angeles Superior Court, Case No. BS 126888, transferred on October 21, 2010, to San Francisco Superior Court, Case No. CPF-10-510830.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9. One Case: *San Diego County Water Authority v. Metropolitan Water District of Southern California*; all persons interested in the validity of the rates adopted by the Metropolitan Water District of Southern California on April 10, 2012 to be Effective January 1, 2013 and January 1, 2014; and Does 1-10, et al. (Los Angeles Superior Court Case No. BS137830), transferred on August 23, 2012 to San Francisco Superior Court, Case No. CPF-12-512466.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9. One Case: *San Diego County Water Authority v. Metropolitan Water District of Southern California*; all persons interested in the validity of the rates adopted by the Metropolitan Water of Southern California on April 8, 2014, et al., Los Angeles Superior Court, Case No. BC547139

RECONVENE

At 9:25 a.m., the Board reconvened and Legal Counsel Hogan announced that the Board unanimously approved that the General Manager execute the conflict waiver letter submitted by MET regarding Ms. Patricia Quilizapa's (MWDOC's former legal counsel on the MET/San Diego litigation) current employment with MET.

RETURN TO CLOSED SESSION

At 9:26 a.m., the Board returned to closed session for a conference with Legal Counsel Dunn, on the following matters:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Consider Initiation of Litigation pursuant to Paragraph (4) of subdivision (d) of Section 54956.9: (Two Cases).

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Consideration of initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (One Case).

RECONVENE

At 9:35 a.m., Legal Counsel Dunn announced that no reportable action was taken in closed session.

ADJOURNMENT

There being no further business to come before the Board, President Dick adjourned the meeting at 9:37 a.m.

Respectfully submitted,

Maribeth Goldsby, Secretary

MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATION COMMITTEE
June 1, 2015 - 8:30 a.m. to 8:55 a.m.
MWDOC Conference Room 101

P&O Committee:

Director Wayne Osborne, Chair
Director Brett Barbre (absent)
Director Susan Hinman (via teleconf)

Staff:

Robert Hunter, Karl Seckel, Richard Bell,
Harvey DeLaTorre, Katie Davanaugh,
Joe Berg, Kevin Hostert

Also Present:

Director Larry Dick
Director Sat Tamaribuchi
Director Joan Finnegan
Larry McKenney, MWDOC MET Director
Paul Weghorst, Irvine Ranch Water District
Mike Markus, Orange County Water District

Director Osborne called the meeting to order at 8:30 a.m. Director Hinman participated via telephone conference call from Dana Point, California. All noticing requirements pursuant to the Ralph M. Brown Act were complied with. Director Hinman sat on the Committee in the absence of Director Barbre.

PUBLIC PARTICIPATION

No comments were received.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were presented.

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

No items were presented.

ACTION ITEM

TURF REMOVAL REBATE PROGRAM REBATE PROCESSING PLATFORM

Upon MOTION by Director Joan Finnegan, seconded by Director Osborne, and carried (3-0), the Committee recommended approval of the annual contracts with Droplet Technologies for the next three years for the Turf Removal program Rebate Processing Platform. Directors Osborne, Hinman and Finnegan voted in favor. The item was referred to the June 17, 2015 Board meeting for approval.

**METROPOLITAN WATER CONSERVATION FUNDING AGREEMENT AND US
BUREAU OF RECLAMATION FIELD SERVICES AGREEMENT**

Upon MOTION by Director Joan Finnegan, seconded by Director Osborne, and carried

(3-0), the Committee recommended approval of the amendment to Metropolitan's Conservation Funding Agreements which will extend the terms of the agreement to June 30, 2025, as well as a field services agreement with US Bureau of Reclamation for California Friendly Technical Design Assistance. The item was referred to the June 17, 2015 Board meeting for approval. Directors Osborne, Hinman and Finnegan voted in favor.

Mr. Berg noted that Metropolitan Water District's Conservation Credits Program has been the foundation for all of the Water Use Efficiency programs for more than 25 years and this agreement will allow continuation of those programs. Mr. Hunter noted that these are standard contract extensions.

DISCUSSION ITEMS

UPDATE ON RECYCLING IN ORANGE COUNTY

Mr. Seckel noted that this item was presented at the Board's request and provided as an update of activity pertaining to recycled water within Orange County. Mr. Seckel noted that Orange County Water District, Orange County Sanitation District and Irvine Ranch Water District are actively pursuing recycled water use and are well on their way to using 100% of the available wastewater. South Orange County has plans to use the 30,000 acre feet per year currently discharged out into the ocean.

Mr. Weghorst noted that IRWD is in the process of working with several commercial/industrial companies as well as agricultural users to increase usage of recycled water. Mr. Markus noted that recycled water usage for the Green Acres project has remained rather static over the past 20 years but the Ground Water Replenishment System is using most all of the Orange County Sanitation District wastewater and that a \$2 million study has been initiated to look at conveying more wastewater from Plant 2 to Plant 1 to increase recycling potential. Additionally, Orange County Water District is working with the Orange County Sanitation District and Flood Control District on new opportunities. Orange County is renowned for being highly efficient with recycled water usage.

Discussion was held on residential plumbing devices that may be able to reduce water usage, such as shower heads. Mr. Berg noted that new construction may be able to utilize new fixtures.

INFORMATION ITEMS

UPDATE ON OC RELIABILITY STUDY

Mr. Seckel noted that a monthly work group has been established and updates will be provided to the committee as those work groups increase activity.

Director Tamaribuchi requested that staff provide an updated timeline of activity, or brief status report on the Bay-Delta Conservation Plan. Mr. Seckel noted that a decision is anticipated by the end of this year but predictions are quite uncertain at this time.

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

Director Hinman inquired about the conversation that Kelly Hubbard had with Lieutenant Miller, Orange County Intelligence Assessment Center, noting a recent Fountain Valley water outage. It was noted that human error / computer malfunction was the reason for the outage.

Mr. Hunter noted that the appropriate MWDOC Director will be informed of such situations occurring within their division boundaries in the future.

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

No items were presented.

ADJOURNMENT

There being no further business to be brought before the Committee, the meeting adjourned at 8:55 a.m.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

Jointly with the
ADMINISTRATION & FINANCE (A&F) COMMITTEE

June 10, 2015 – 8:30 a.m. to 9:15 a.m.
MWDOC Conference Room 101

Committee Members:

Director Jeff Thomas, Chair
Director Joan Finnegan
Director Wayne Osborne

Staff:

Robert Hunter, Karl Seckel, Hilary Chumpitazi,
Cathy Harris, Harvey DeLaTorre, Pat Meszaros

Also Present:

Director Susan Hinman
Director Sat Tamaribuchi
Director Brett Barbre
MET Director Larry McKenney
MET Director Linda Ackerman
Andrew Hamilton, Mesa Water
Bill Hahn, El Toro Water District
Chuck Gibson, Santa Margarita Water District
Paul Weghorst, Irvine Ranch Water District
Mike Safranski, Trabuco Canyon Water District
Mark Monin, El Toro Water District

Director Thomas called the meeting to order at 8:30 a.m.

PUBLIC COMMENTS

No comments were received.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Mr. Hunter stated that an item arose subsequent to the posting of the agenda and he believed there was a need for immediate action. This item is an Amendment to the Money Purchase Pension Plan.

Upon MOTION by Director Finnegan, seconded by Director Osborne, and carried (3-0), the Committee found the Amendment to the Money Purchase Pension Plan arose subsequent to the posting of the agenda and that the item requires immediate action due to time sensitivities and was added to the agenda for consideration, with anticipated Board action on June 17, 2015. Directors Thomas, Finnegan and Osborne voted in favor of adding it to the agenda.

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

Mr. Hunter reported that Item No. 1g (PARS Statement) was distributed to the Board at the meeting and was posted to the District's website.

PROPOSED BOARD CONSENT CALENDAR ITEMS**TREASURER'S REPORT**

- a. Revenue/Cash Receipt Report – May 2015
- b. Disbursement Approval Report for the month of June 2015
- c. Disbursement Ratification Report for the month of May 2015
- d. GM Approved Disbursement Report for the month of May 2015
- e. Water Use Efficiency Projects Cash Flow – May 31, 2015
- f. Consolidated Summary of Cash and Investment – April 2015
- g. OPEB Trust Fund monthly statement

Discussion was held on the turf removal program with Mr. Hunter stating that one of the major complaints of the participants is how long it takes to complete the process and get paid. Further, that once you fill out the application, then it goes through an inspection process which takes 90 days but sometimes it drags on. Director Barbre referenced an article from the LA Times where a participant got enough money to pay for his entire yard and go on a cruise to Mexico. Mr. Hunter stated that we perform the 100% inspection--pre and post--to be sure this type of thing doesn't happen in Orange County.

Upon MOTION by Director Finnegan, seconded by Director Osborne, and carried (3-0), the Committee recommended the Treasurer's Report for approval at the June 17, 2015 Board meeting. Directors Finnegan, Thomas and Osborne all voted in favor.

FINANCIAL REPORT

- a. Combined Financial Statements and Budget Comparative for the period ending April 30, 2015

Upon MOTION by Director Osborne, seconded by Director Thomas, and carried (3-0), the Committee recommended the Financial Report for approval at the June 17, 2015 Board meeting. Directors Finnegan, Thomas and Osborne all voted in favor.

ACTION ITEMS**ADOPT AMENDED AND RESTATED ADMINISTRATIVE CODE**

Director Thomas reported that he and Director Hinman, Director Tamaribuchi and Mr. Hunter had a conference call to move some of the language along. He received great input from South County and spent considerable time with Sandra Jacobs reviewing substitute language.

Director Osborne stated that it was his opinion that the Committee move forward and approve the Amended and Restated Administrative Code, as written including the substitute language, as directors and staff have spent quite a bit of time reviewing and amending it.

Mr. Gibson reported that he did confer with Sandra Jacobs, a fellow board member at SMWD, and she was pleased with the collaboration involved in its review. Director Hinman commended Director Thomas on his chairmanship of the Ad Hoc Review Committee which she said was conducted very cordially.

Upon MOTION by Director Osborne, seconded by Director Thomas, and carried (3-0), the Committee recommended the Amended and Restated Administrative Code for approval and adoption at the June 17, 2015 Board meeting. Directors Finnegan, Thomas and Osborne all voted in favor.

ADOPT RESOLUTION NOMINATING LARRY MCKENNEY AS VICE CHAIR OF REGION 10 BOARD OF DIRECTORS

Director Thomas stated that he supports him 100% and expressed what a highly qualified candidate Larry McKenney is.

Upon MOTION by Director Finnegan, seconded by Director Osborne, and carried (3-0), the Committee recommended approval of a resolution nominating Larry McKenney as Vice Chair of ACWA's Region 10 to the Board at its June 17, 2015 meeting.

CONTINUANCE OF PROFESSIONAL SERVICES WITH TUCHMAN COMMUNICATIONS

Director Finnegan expressed her support of Michelle Tuchman as she did a great job for us in the past. Director Osborne expressed his concern with the somewhat excessive cost. However, Mr. Hunter assured him that we have an exceptional professional who knows us and our member agencies and also that we have both Darcy's and Jessica's positions in our budget so we are in good shape financially. Discussion ensued on the recruitment process with Mr. Hunter stating that in addition to the head hunter, we have advertised the position as well and that phone interviews are scheduled all day on Thursday, June 11. Further, that it is anticipated the position will be filled in mid-July.

Upon MOTION by Director Osborne, seconded by Director Thomas, and carried (3-0), the Committee recommended the continuance of professional services with Tuchman Communications for approval at the June 17, 2015 Board meeting. Directors Finnegan, Thomas and Osborne all voted in favor.

AMENDMENTS TO MONEY PURCHASE PENSION PLAN

Upon MOTION by Director Osborne, seconded by Director Finnegan, and carried (3-0), the Committee recommended the Amendments to the Money Purchase Pension Plan for approval at the June 17, 2015 Board meeting. Directors Finnegan, Thomas and Osborne all voted in favor.

DISCUSSION ITEM

ADDITION OF INVESTMENT BROKER

Ms. Chumpitazi reported that we will be adding Peter Becker, Time Value Investments, as an alternate broker with no obligation and no cost to the District.

SOLE SOURCE CONTRACT WITH PACIFIC DESIGN CENTER

The report was received and filed.

INFORMATION ITEMS

MONTHLY WATER USAGE DATA, TIER 2 PROJECTION & WATER SUPPLY INFO

Director Tamaribuchi requested that we track 2013 water use by month versus how we're doing now for the entire County and to show Evapotranspiration (ET) for 2013 vs. ET this year.

DEPARTMENT ACTIVITIES REPORTS

- a. Administration
- b. Finance and Information Technology

The report was received and filed.

OTHER ITEMS

REVIEW ISSUES REGARDING DISTRICT ORGANIZATION, PERSONNEL MATTERS, EMPLOYEE BENEFITS FINANCE AND INSURANCE

No information was presented.

ADJOURNMENT

There being no further business to be brought before the Committee, the meeting adjourned at 9:15 a.m.

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

Jointly with the
PUBLIC AFFAIRS AND LEGISLATION COMMITTEE

June 15, 2015 8:30 a.m. to 10:10 a.m.

MWDOC Conference Room 101

Committee:

Director Brett Barbre, Chair
Director Sat Tamaribuchi
Director Susan Hinman

Staff:

Robert Hunter, Michelle Tuchman,
Heather Baez, Tiffany Baca,
Pat Meszaros

Also Present:

MWDOC President, Larry Dick
MWDOC Director Wayne Osborne
MWDOC Director Jeff Thomas
MWDOC Director Joan Finnegan
Linda Ackerman, MWDOC MET Director
Larry McKenney, MWDOC MET Director
Dick Ackerman, Ackerman Consulting
Steve LaMar, Irvine Ranch Water District
Doug Reinhart, IRWD
John Lewis, Lewis Consulting
Matt Holder, Lewis Consulting
Casey Elliott, Townsend Public Affairs(TPA)
Heather Stratman, TPA
Stacy Taylor, Mesa Water District
Greg Woodside, OCWD
Crystal Nettles, OCWD

Director Barbre called the meeting to order at 8:30 a.m.

PUBLIC PARTICIPATION

No items were presented.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Determine need and take action to agendize items(s) which arose subsequent to the posting of the Agenda.

No items were presented.

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

No items were presented.

DISCUSSION ITEMS**LEGISLATIVE ACTIVITIES****a. Federal Legislative Report (Barker)**

The report was received and filed.

b. State Legislative Report (Townsend)

Via phone, Mr. Casey Elliott reported that it's Budget Day—the 2015-16 State Budget passed today and it included \$6.7 billion in additional expenditures over the original January budget proposal. The vast majority of the new revenue, \$5.5 billion, will go towards K-12 and higher education. One of the big areas of increase, \$2.2 billion, is one time drought funding—groundwater clean-up, desalination, water recycling, etc. which will be available over the next 3 years; 2 years for desalination.

In addition to budget activity, Mr. Elliott reported that two significant legislative deadlines have recently passed: May 28 was the legislative deadline for bills to be considered by fiscal committees, and June 5 was the House-of-Origin deadline. Any bill that failed to meet either of those deadlines is now a two-year bill. The bills that moved out of their House-of-Origin must now pass out of the Second House policy committees prior to legislative summer recess on July 17.

Mr. Elliott also mentioned that the Administration has released several proposals for possible inclusion in a budget trailer bill, one of which is mandated consolidation for small water systems that fail to provide safe drinking water. Further, that they've met with all of the O.C. delegation regarding the consolidation proposal. Mr. Hunter inquired about the intent of the meetings with the O.C. delegation to which Mr. Elliott responded to encourage them to reject that proposal.

c. County Legislative Report

Senator John Lewis reported that in the last month, two prestigious polling firms (The Public Policy Institute of California and The Field Poll) released their findings. The Field Poll dealt entirely with California's water crisis with 89% of Californians believing the current water shortage is serious. 65% of the sample support Governor's Brown initiative to reduce urban water usage by an average of 25%. (73% of Democrats are supportive while support drops to 54% of California Republicans.) The PPIC poll's critical question was gauging opinion on what California's consider to be the most important issue facing our state. The drought was the choice of 39%, followed by jobs/economy 20% and crime 5%.

d. Legal and Regulatory Report (Ackerman)

Senator Ackerman reported that the City of Riverside sued the State over water conservation rules. The suit stems from the refusal by the State Water Resources Control Board to lower the city's conservation target to 4%. The lawsuit seeks to have groundwater included in the criteria for the 4% tier. (Under State Board's regulations, the 4% tier will be considered for districts with at least a 4-year supply that does not include groundwater or

imported water.) Senator Ackerman is of the opinion that we will likely see more lawsuits of this nature.

Senator Ackerman reported further that the Public Works Coalition met last Friday and there's still no significant CEQA reform coming forward. He doubts anything will happen this year but he'll keep pursuing it.

Director Thomas referred to Item #8 on the report, HOA fake grass ban, and inquired whether this legislation is in process or already passed to which Senator Ackerman stated that one of the houses actually passed it and it may be in one of the trailer bills. Ms. Baez reported that it's a piece of legislation sponsored by San Diego County Water Authority being authored by Assemblywoman Lorena Gonzalez. San Diego County is having a problem with HOAs banning people from installing artificial turf.

e. MWDOC Legislative Matrix

Director Barbre remarked that he likes the new format of the matrix.

f. Metropolitan Legislative Matrix

The report was received and filed.

ACTION ITEMS

OCWD WILDLIFE EXHIBIT

Mr. Hunter introduced Mr. Greg Woodside of OCWD and their proposal for a new wildlife exhibit area that moved out of OCWD's committee last week and will be considered at their board meeting on June 17. Mr. Greg Woodside of OCWD gave a brief presentation on OCWD's plans to create a wildlife exhibit of specimens from the Santa Ana River Watershed in front of or behind the main entrance to the building (two alternatives). Mr. Woodside gave some historical data: About 15 years ago, OCWD's General Manager, Bill Mills, directed OCWD's Natural Resources staff to begin collecting wildlife specimens. Today, they have a pretty extensive collection. OCWD put in their budget to look at a wildlife exhibit and they hired a design consultant, Acorn Group, to look at options. Area A is the entrance area and Area B is the area outside and behind the reception area. Their idea is to base it on the watershed and to include plantings that reflect the watershed, from lower to upper. Mr. Woodside presented conceptual drawings of the two options as well as an example of what it could look like. A new temperature-controlled building would be added to house the wildlife exhibits. The OCWD Board Committee's recommendation was to direct the consultant to proceed with preparing a conceptual layout for Alternative B. The consultant will provide two more drawings and an approximate cost estimate.

Discussion ensued on the wildlife exhibit with Director Osborne stating that it would prohibit any expansion plan that MWDOC may consider. Mr. Hunter stated that the issue for MWDOC is we are out of space and we regularly get complaints that Conference Room 101 is not large enough for managers' meetings, trainings, etc. The only way to expand our building is in "Area B" of OCWD's proposed exhibit. Should OCWD choose Alternative B, it would preclude us ever expanding our space. Director Dick stated that Alternative B would

limit our future options and further, he inquired whether OCWD is required to placate our concerns to which Mr. Hunter responded that MWDOC has a substantial investment in the building (\$1.2 million) and he doesn't believe there's anything in the agreement that covers expansion of office space. Director Barbre commented that it would be prudent to send a letter asking OCWD to please give us 30 days to review it. Director Thomas brought up the possibility of reconvening an ad hoc committee meeting—first a meeting of MWDOC's ad hoc committee and then a meeting of the Joint MWDOC/OCWD building committee.

Upon MOTION by Director Osborne, seconded by Director Tamaribuchi, and carried (3-0), the Committee referred discussing the Wildlife Exhibit, requesting that OCWD defer this item for 30 days and reconvening a joint building committee meeting to the June 17, 2015 Board meeting for approval. Directors Hinman, Barbre and Tamaribuchi voted in favor.

ADOPT LEGISLATIVE POSITIONS

AB 603 (SALAS) RE: INCOME TAXES: TURF REMOVAL TAX CREDIT

AB 585 (MELENDEZ) RE; OUTDOOR WATER EFFICIENCY ACT OF 2015

The Board opted to defer AB 603 (Salas) and AB 585 (Melendez) until next year.

BUDGET TRAILER BILL #825 – CONSOLIDATION OF PUBLIC WATER SYSTEMS

Discussion was held regarding Budget Trailer Bill #825 and the fact that the State shouldn't dictate consolidation as a solution. Director Barbre suggested we send a letter opposing Trailer Bill #825. Director Hinman did express concerns about water quality in underserved areas and Director Osborne suggested that it be discussed in the Planning and Operations Committee meeting.

Upon MOTION by Director Tamaribuchi, seconded by Director Barbre, and carried (3-0), the Committee referred a defer position on AB 603 and AB 585 and an oppose position on #825 to the June 17, 2015 Board meeting for approval. Directors Hinman, Barbre and Tamaribuchi voted in favor.

HONORARY RESOLUTION FOR DON CALKINS

Upon MOTION by Director Tamaribuchi, seconded by Director Hinman, and carried (3-0), the Committee supported presenting an honorary resolution to Don Calkins be referred to the June 17, 2015 Board meeting for approval. Directors Hinman, Barbre and Tamaribuchi voted in favor.

DISCUSSION ITEMS

FUTURE OF WATER SUMMIT

Director Barbre inquired how this item came about and why there is not any backup included in the packet to which Mr. Hunter explained that this item was specifically requested at the Executive Committee. Director Osborne then stated that he brought this up at the Executive Committee meeting about 6 months ago and questioned whether we should proceed with the Summit as he has concerns about the donations and whether the

ratepayers' money is being well spent. Director Thomas stated that it's a valid question and that it's unfortunate that we don't have survey results yet. Mr. Hunter presented preliminary attendance numbers: there were a total of 302 individuals--150 of those were business professionals; 53 district staff; and 42 elected officials from member agencies.

Director Dick voiced concerns about the Summit, the first being whether there was a venue in MWDOC's service area where we could hold the event. Secondly, he thinks we should offer a full day of education. And finally, he would prefer to see us partner with another group besides OCWD like OC Business Council, Urban Water Institute; South OC Economic Council, or ACC-OC to reach deeper into the community. He remarked further that we have 3 million people in the county and we only get 300 people to show up and this is our 8th year. Director Dick mentioned the continued demand on our team and whether this event is worth all the staff time we put into it. Ms. Baca reported that this year, OCWD took the lead so MWDOC's staff time was limited. Mr. Reinhart offered his perspective--of the 300 people attending, about 200 of them came from water districts and a number of them are consultants as it's a great place to do some marketing. Further, that we're not really reaching out and educating. Mr. Reinhart would like to see us do something to get Southern CA together more—to become more empowered like Northern CA is. Mr. Hunter stated that for over two years, we've been discussing the Summit and its logistics but he stated that he thinks the real issue is, "What are we trying to achieve?" Director Barbre recalled that former MWDOC Director, Wayne Clark, was impressed with Riverside County Supervisor, Marion Ashley's, Water Forum in the Inland Empire which drew 1,000 people. So, the original intent for the Summit was to make it a big business outreach. Director Barbre summarized by recommending that staff come back next month with historical figures—dollars, attendance, etc. Director Osborne agreed and would like a report about how donations are obtained as well.

DISCUSSION RE WATER BOND FUNDING

The report was received and filed.

INFORMATION ITEMS

STATUS REPORTS

O.C. Water Summit Recap (May 15, 2015)

Water Policy Dinner

Value of Water Communications Plan

Poster and Slogan Contest

Drought Outreach

The reports were received and filed.

PUBLIC AFFAIRS ACTIVITIES REPORT

The report was received and filed.

OTHER ITEMS

REVIEW ISSUES RELATED TO LEGISLATION, OUTREACH, PUBLIC INFORMATION ISSUES, AND MET

Director Barbre inquired as to the number of high school sign-ups MWDOC had received for the education program to which Mr. Hunter responded that we have 10 high schools signed up currently from schools located throughout the county.

Director Tamaribuchi asked if Metropolitan could provide us a presentation on the Barrier Projects at a Joint Board meeting with MET Directors. He's interested in learning the benefit of the "Two Gates," why MET promoted it, biological concerns, and why the program stopped.

ADJOURNMENT

There being no further business to be brought before the Committee, the meeting adjourned at 10:05 a.m.

MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
jointly with the
EXECUTIVE COMMITTEE
June 18, 2015, 8:30 a.m. to 10:10 a.m.
Conference Room 102

Committee:

Director Dick, President
Director Osborne, Vice President
Director Finnegan

Staff:

R. Hunter, M. Goldsby

Also Present:

Director Hinman
Director Thomas

At 8:30 a.m., President Dick called the meeting to order.

PUBLIC PARTICIPATION

No public comments were received.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

There was nothing presented to the Board at the commence of the meeting, however, an was item added during the meeting (see below).

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

At the beginning of the meeting, Staff distributed the draft agendas for the June Committee meetings.

EXECUTIVE COMMITTEE PROPOSALS FOR FUTURE AGENDAS

The Committee reviewed and discussed the draft agendas for each of the Committee meetings and made revisions/additions as noted below.

a. Workshop Board Meeting

It was noted that Bill Hasencamp would attend the July 1st Workshop Board meeting for a presentation on the Colorado River, and that Mr. Kightlinger would attend the August meeting regarding the Bay Delta Conservation Plan.

b. Planning & Operations Committee

No new items were added to the agenda, however discussion was held regarding IRWD's arrangement with WaterSmart, with Director Thomas reporting a significant savings in water by participation in the program. Mr. Thomas suggested MWDOC explore participation and

Mr. Hunter advised that he would research the program and discuss at the next Member Agency Manager's meeting.

c. Administration & Finance Committee

No new items were added to the agenda, however discussion was held regarding the California Special Districts Association (CSDA) elections, and MWDOC's participation in CSDA (and whether it would be prudent to have better participation). Following discussion, it was noted that Director Thomas and Mr. Hunter would meet to discuss potential participation by Mr. Thomas (in either CSDA or other entities).

Discussion was also held regarding the Water Supply Report, and the Committee requested staff distribute (to the Board) the results of water savings pursuant to the Governor's Order when available.

d. Public Affairs & Legislation (PAL) Committee

Discussion ensued regarding the OC Water Summit and whether continuing the Summit would be relevant and prudent. Director Osborne expressed concern with accepting donations for the event from private companies, noting that it may imply reciprocity of some type. Following discussion, it was determined that the Board must establish its goals with respect to the Summit. This item will return to the Committee for further discussion.

Discussion was also held regarding the District's drought outreach efforts, and whether participation in the OC Fair would be prudent. It was noted that it was too late for participation in 2015, however this issue would be addressed once the new Director of Public Affairs is hired.

The Committee discussed the adoption of legislative positions, Budget Trailer Bill #825 (Consolidation of Public Water Systems), and the fact that the PAL Committee recommended opposition to this legislation. The Committee believed that although this item was not presented to the Board (in June) as originally intended, there was an immediate need for the Board to officially take action opposing the bill. As a result, the Committee unanimously agreed to add the Budget Trailer Bill #825 to the agenda for action by the Board.

Adjourn Committee and Convene as Board

Following discussion, the Board unanimously opposed Budget Trailer Bill #825 and authorized staff to send a letter to the members of the Budget Committee, the Orange County delegation, and the Governor's office, expressing such opposition.

Reconvene Committee

The Executive Committee resumed its review of the PAL agenda.

The Committee discussed the federal and state travel reports, and suggested that Ms. Heather Baez request information on travel plans for the next quarter from Director Barbre

and James Barker as well as request similar information from Townsend Public Affairs and Director Tamaribuchi and report this information to the PAL Committee.

e. MWDOC/OCWD Joint Planning Committee

Discussion ensued regarding the OCWD Wildlife Exhibit, with Mr. Hunter advising that the OCWD Board granted a 30-day delay in taking action (per MWDOC's request). President Dick requested that he be included on the Building Committee with OCWD to discuss this item. The Committee also requested staff research the cost of a commercial building appraiser, conduct a review on how much space is needed by MWDOC (including a forecast of future needs) and report back to Committee.

DISCUSSION REGARDING UPCOMING ACTIVITIES OF SIGNIFICANCE

Mr. Hunter advised that pursuant to the provisions of the recently adopted Administrative Code, he would be preparing a list of the District's professional services consultants that staff will be issuing RFQs. It was noted this list, along with a process, would be presented to the Board.

Discussion ensued regarding legal counsel services with Best, Best & Krieger, and the Committee requested the A&F Committee discuss a possible RFQ.

The Committee also discussed the arrangement with Aleshire & Wynder and requested staff research whether it would be cost effective for MWDOC to join other MET agencies in this regard. The Committee suggested the issue of whether MWDOC joins a group, or continues with its singular effort be discussed with the full Board.

MEMBER AGENCY RELATIONS

No new information was presented.

GENERAL MANAGER'S REPORTS

No new information was presented.

REVIEW AND DISCUSS DISTRICT AND BOARD ACTIVITIES

No new information was presented.

ADJOURNMENT

There being no further business to be brought before the Committee, the meeting adjourned at 10:10 a.m.

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
June 2015

WATER REVENUES

Date	From	Description	Amount
06/01/15	Trabuco Canyon Water District	April 2015 Water deliveries	17,397.92
06/03/15	Santa Margarita Water District	April 2015 Water deliveries	2,135,476.69
06/08/15	City of Seal Beach	April 2015 Water deliveries	11,228.99
06/08/15	City of La Habra	April 2015 Water deliveries	50,148.82
06/08/15	South Coast Water District	April 2015 Water deliveries	488,062.75
06/08/15	City of La Palma	April 2015 Water deliveries	6,309.81
06/08/15	City of Garden Grove	April 2015 Water deliveries	485,895.21
06/09/15	City of Newport Beach	April 2015 Water deliveries	353,184.16
06/10/15	City of Westminster	April 2015 Water deliveries	398,140.82
06/11/15	Laguna Beach County Water District	April 2015 Water deliveries	297,541.61
06/12/15	El Toro Water District	April 2015 Water deliveries	714,794.55
06/12/15	East Orange County Water District	April 2015 Water deliveries	368,334.14
06/12/15	City of Orange	April 2015 Water deliveries	527,250.69
06/15/15	Orange County Water District	April 2015 Water deliveries	1,285,827.04
06/15/15	City of San Juan Capistrano	April 2015 Water deliveries	309,686.63
06/15/15	Irvine Ranch Water District	April 2015 Water deliveries	1,537,320.20
06/15/15	Yorba Linda Water District	April 2015 Water deliveries	473,945.62
06/15/15	Golden State Water Company	April 2015 Water deliveries	396,122.76
06/15/15	Moulton Niguel Water District	April 2015 Water deliveries	2,194,578.36
06/15/15	Santiago Aqueduct Commission	April 2015 Water deliveries	81,899.50
06/25/15	City of La Habra	May 2015 Water deliveries	109,252.82
06/26/15	City of Fountain Valley	May 2015 Water deliveries	23,522.83
06/29/15	City of San Juan Capistrano	May 2015 Water deliveries	422,420.32
06/29/15	Trabuco Canyon Water District	May 2015 Water deliveries	17,397.92
06/29/15	City of Seal Beach	May 2015 Water deliveries	11,228.99
06/29/15	City of Garden Grove	May 2015 Water deliveries	96,732.31

TOTAL REVENUES \$ 12,813,701.46

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
June 2015

MISCELLANEOUS REVENUES

Date	From	Description	Amount
06/25/15	Aleshire & Wynder	7/29/15 Water policy dinner	80.00
06/29/15	David Taussig & Associates	7/29/15 Water policy dinner	160.00
06/29/15	Moulton Niguel Water District	7/29/15 Water policy dinner	640.00
06/30/15	Paypal	7/29/15 Water policy dinner	1,160.70
06/19/15	Stan Sprague	July 2015 Retiree medical premium	212.59
06/29/15	Judy Pfister	Jul-Sep 2015 Retiree medical premium	104.13
06/29/15	Phil Letrong	Jul-Sep 2015 Retiree medical premium	48.33
06/03/15	Harvey De La Torre	Movie tickets	32.00
06/12/15	Laura Loewen	Movie tickets	16.00
06/19/15	Christina Fuller	Movie tickets	32.00
06/25/15	Pat Meszaros	Movie tickets	40.00
06/03/15	US Bank	CAL Card rebate check	567.01
06/01/15	Inland Empire Utilities Agency	Reimbursement for 25% of cost for 2/25/15 DC Briefing luncheon	944.00
06/11/15	Employment Development Department	Refund from State of California for 1st quarter State Disability Insurance overpayment	41.78
06/26/15	State of California	02-03 Brown Act State Mandated Cost	13,900.00
06/26/15	State of California	03-04 Brown Act State Mandated Cost	22,420.00
06/11/15	Irvine Ranch Water District	December 2014 Smart Timer rebate program	150.00
06/11/15	Irvine Ranch Water District	January 2015 Smart Timer rebate program	75.00
06/01/15	Irvine Ranch Water District	March 2015 Smart Timer rebate program	378.57
06/03/15	Santa Margarita Water District	March 2015 Smart Timer rebate program	75.00
06/12/15	City of Tustin	March 2015 Smart Timer rebate program	217.75
06/15/15	Yorba Linda Water District	March 2015 Smart Timer rebate program	75.00
06/11/15	Trabuco Canyon Water District	April 2015 Smart Timer rebate program	150.00
06/15/15	2 Checks	April 2015 Smart Timer rebate program	198.05
06/29/15	El Toro Water District	April 2015 Smart Timer rebate program	138.28
06/29/15	2 Checks	April 2015 Smart Timer rebate program	827.63
06/11/15	Irvine Ranch Water District	December 2014 Turf Removal rebate program	740.00
06/11/15	Irvine Ranch Water District	January 2015 Turf Removal rebate program	1,709.00
06/19/15	City of La Habra	January 2015 Turf Removal rebate program	477.89
06/01/15	City of Orange	February 2015 Turf Removal rebate program	3,426.69
06/11/15	Irvine Ranch Water District	February 2015 Turf Removal rebate program	1,219.50
06/01/15	3 Checks	March 2015 Turf Removal rebate program	2,435.50
06/15/15	City of La Habra	March 2015 Turf Removal rebate program	525.99
06/29/15	City of San Juan Capistrano	March 2015 Turf Removal rebate program	3,459.00
06/15/15	Golden State Water Company	April 2015 Turf Removal rebate program	5,081.30
06/22/15	City of Garden Grove	April 2015 Turf Removal rebate program	2,900.45
06/23/15	City of Newport Beach	April 2015 Turf Removal rebate program	525.00
06/26/15	City of La Habra	April 2015 Turf Removal rebate program	945.00
06/29/15	City of San Juan Capistrano	April 2015 Turf Removal rebate program	2,419.60
06/01/15	Moulton Niguel Water District	January 2015 Smart Timer & Turf Removal rebate program	76,936.05
06/01/15	City of Orange	March 2015 Smart Timer & Turf Removal rebate program	2,592.93
06/08/15	City of Buena Park	March 2015 Smart Timer & Turf Removal rebate program	600.00
06/12/15	City of San Clemente	April 2015 Smart Timer & Turf Removal rebate program	3,751.58
06/15/15	City of Orange	April 2015 Smart Timer & Turf Removal rebate program	5,909.10
06/19/15	Laguna Beach County Water District	April 2015 Smart Timer & Turf Removal rebate program	2,474.88
06/01/15	El Toro Water District	March 2015 Rotating Nozzles rebate program	3,854.00
06/01/15	Moulton Niguel Water District	February 2015 Rotating Nozzles & Turf Removal rebate program	369,908.21
06/01/15	Moulton Niguel Water District	Feb-Mar 2015 So Cal Watersmart Residential rebate program	117,752.67
06/03/15	Santa Margarita Water District	Feb-Mar 2015 So Cal Watersmart Residential rebate program	12,232.36
06/11/15	Trabuco Canyon Water District	April 2015 So Cal Watersmart Residential rebate program	600.00
06/15/15	Golden State Water Company	April 2015 So Cal Watersmart Residential rebate program	2,297.07
06/24/15	Irvine Ranch Water District	April 2015 So Cal Watersmart Residential rebate program	30,099.59
06/29/15	Santa Margarita Water District	April 2015 So Cal Watersmart Residential rebate program	665.00

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
June 2015

MISCELLANEOUS REVENUES

Date	From	Description	Amount
06/29/15	El Toro Water District	May 2015 So Cal Watersmart Residential rebate program	1,744.00
06/12/15	City of San Clemente	Turf Removal signs and stakes	192.45
06/15/15	Moulton Niguel Water District	April 2015 Commercial Spray to Drip rebate program	1,744.80
06/15/15	Moulton Niguel Water District	April 2015 Residential Spray to Drip rebate program	94.20
06/15/15	Department of Water Resources	Nov 14-Jan 15 CII Performance Based WUE	464,347.85
06/24/15	Irvine Ranch Water District	April 2015 Landscape Performance Certification program	750.00
06/12/15	City of San Clemente	Addition to the Choice School program FY 14-15	499.20
06/15/15	City of La Habra	Addition to the Choice School Program FY 14-15	1,030.40
06/15/15	City of San Juan Capistrano	89 COPS semi annual debt service	4,746.00
06/22/15	Department of Water Resources	Budget Based Rates grant retention	68,500.00

TOTAL MISCELLANEOUS REVENUES \$ 1,241,871.08

TOTAL REVENUES \$ 14,055,572.54



Robert J. Hunter, General Manager



Hilary Chumpitazi, Treasurer

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
Core Expenditures:		
	Richard Ackerman	
1070	May 2015 Legal consulting on water policy issues	2,625.00
1073	June 2015 Legal consulting on water policy issues	2,200.00
	*** Total ***	4,825.00
	ALTA FoodCraft	
515061039	6/8/15 Coffee & tea supplies	340.98
	*** Total ***	340.98
	Autumn Print Group	
1715	95,000 Ricki Raindrop booklets for school program	17,499.46
	*** Total ***	17,499.46
	Sam Ayala	
063015	June 2015 Landscape service for atrium	95.00
	*** Total ***	95.00
	Best Best and Krieger LLP	
55401-MAY15	May 2015 Legal services	20,877.33
	*** Total ***	20,877.33
	Bryton Printing Inc.	
11842	23,2750 Bill inserts and 5,400 program flyers for WUE programs	4,265.78
11870	15,000 Restaurant table toppers to promote saving water	2,963.60
	*** Total ***	7,229.38
	Business Comm. Solutions	
76379	5/2/15-5/2/16 Cisco Smartnet and Voice Smartnet support & maintenance renewal	2,308.36
	*** Total ***	2,308.36
	CalDesal	
FY15/16	FY 15/16 Annual membership renewal	5,000.00
	*** Total ***	5,000.00
	CDM Smith	
80525580/6	May 2015 Engineering services for Water Reliability Investigation	34,114.11
	*** Total ***	34,114.11
	Hunter Cook	
070115	May 2015-July 2015 Coastal retiree health benefit	1,364.76
	*** Total ***	1,364.76

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<i>eCivis, Inc.</i>	
104343	FY 15/16 Grants Network annual membership renewal	3,879.00
	*** Total ***	3,879.00
	<i>ECS Imaging, Inc.</i>	
10769	7/23/15-7/22/16 Annual support renewal for Laserfiche software	3,557.00
	*** Total ***	3,557.00
	<i>Fry's Electronics</i>	
20883497	6/17/15 Computer supplies	53.99
	*** Total ***	53.99
	<i>Ronald R. Gastelum</i>	
MAY2015	May 2015 Strategic assistance on MET issues	7,500.00
	*** Total ***	7,500.00
	<i>Genisys Corporation</i>	
049888	Components to upgrade server memory	669.47
	*** Total ***	669.47
	<i>GeoPentech, Inc.</i>	
2669	5/16/15-6/19/15 Services for the Orange County Seismic Vulnerability, Mitigation and Recovery Planning study	23,812.50
	*** Total ***	23,812.50
	<i>GovConnection, Inc.</i>	
52735378	Replacement lamp for projector	292.99
	*** Total ***	292.99
	<i>Lina Gunawan</i>	
062215	Employee personal computer purchase loan	1,244.88
	*** Total ***	1,244.88
	<i>Immersiv Media, Inc.</i>	
-015(MWDOC 2015)	July-September 2015 Website hosting and maintenance	525.00
	*** Total ***	525.00
	<i>James C. Barker, P.C.</i>	
105-0615	June 2015 Federal legislative advocacy services	8,000.00
	*** Total ***	8,000.00
	<i>Karen's Detail Custom Frames</i>	
2662	4 Resolutions custom framed	453.60
2666	2 Resolutions custom framed	226.80
	*** Total ***	680.40

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	Liebert Cassidy Whitmore	
1397430	2015 Orange County Employment Relations Consortium membership	3,095.00
	*** Total ***	3,095.00
	Edward G. Means III	
MWDOC-1030	June 2015 Support on MET issues & strategic guidance to Engineering department	1,000.00
	*** Total ***	1,000.00
	Office Solutions	
I-00792996	6/24/15 Office supplies	188.99
I-00795285	6/29/15 Office supplies	505.33
I-00796309	7/01/15 Office supplies	6.57
	*** Total ***	700.89
	Orange County Water District	
15093	May 2015 50% of WACO expenses	182.50
15142	May 2015 Postage, shared office & maintenance expense	6,536.23
	*** Total ***	6,718.73
	Patricia Kennedy Inc.	
20398	July 2015 Plant maintenance	214.00
	*** Total ***	214.00
	PDC Interiors	
2345A-15	Balance for services to paint 4 offices	1,731.00
2345B-15	Services to paint 1 additional office	650.00
	*** Total ***	2,381.00
	Petty Cash	
063015	June 2015 Petty Cash reimbursement	211.43
	*** Total ***	211.43
	SmartDraw	
1013367	Annual renewal for SmartDraw software	269.73
	*** Total ***	269.73
	Staples Advantage	
8034895530	6/20/15 Office supplies	136.12
	*** Total ***	136.12
	Top Hat Productions	
90526	6/18/15 Lunch for Managers' meeting	435.78
	*** Total ***	435.78

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<i>Townsend Public Affairs, Inc.</i>	
10901	June 2015 State legislative advocacy services	7,500.00
	*** Total ***	7,500.00
	<i>Michelle Tuchman</i>	
062515	5/26/15-6/18/15 Services for guidance to the Public Affairs department	12,150.00
	*** Total ***	12,150.00
	<i>U. S. HealthWorks Medical Group</i>	
2714869-CA	5/26/15 Pre-employment exam for new hire	160.00
2725014-CA	6/10/15 Pre-employment exam for new hire	160.00
	*** Total ***	320.00
	<i>Union Bank, N.A.</i>	
925068	March-May 2015 Custodial Bank fees	625.00
	*** Total ***	625.00
	<i>USAFact Inc.</i>	
5060518	2 New hire background inquiries	98.58
	*** Total ***	98.58
	<i>Total Core Expenditures</i>	<hr/> 179,725.87

Choice Expenditures:

	<i>Chambers Group Inc.</i>	
29888	May 2015 Baseline environmental monitoring for Doheny Ocean Desal project	9,087.00
	*** Total ***	9,087.00
	<i>Discovery Science Center</i>	
053115MWDOC	May 2015 School program	23,651.69
	*** Total ***	23,651.69
	<i>Enterprise Information Systems, Inc.</i>	
BSC-70001	June 2015 Software development for the California Sprinkler Adjustment Subscription system	900.00
	*** Total ***	900.00
	<i>Fraser Communications</i>	
15749	May 2015 Implementation of Value of Water plan	15,271.25
	*** Total ***	15,271.25

Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	Top Hat Productions	
90458	Lunch for WUE Workgroup meeting	395.28
	*** Total ***	395.28
	Total Choice Expenditures	<hr/> 49,305.22

Other Funds Expenditures:

	City of Anaheim	
RPOI-46	RPOI Distribution No. 46	51.29
	*** Total ***	51.29
	AquaFicient Consulting	
02-073	May 2015 Landscape Performance Certification program funded by IRWD & MET	1,500.00
	*** Total ***	1,500.00
	ConserVision Consulting, LLC	
LPCP-231	May 2015 Consulting services for Landscape Performance Certification program	7,645.50
	*** Total ***	7,645.50
	Eagle Communications	
713533	6/30/15 Radio repair for WEROC S. EOC	113.40
	*** Total ***	113.40
	East Orange Co Water District	
RPOI-46	RPOI Distribution No. 46	144.23
	*** Total ***	144.23
	El Toro Water District	
RPOI-46	RPOI Distribution No. 46	219.85
ETWD 003	3/1/15-3/31/15 United Mutual-Laguna Woods Toilet replacement program 116 HETs installed	10,049.08
ETWD 004	4/1/15-4/30/15 United Mutual-Laguna Woods Toilet replacement program 143 HETs installed	12,388.09
ETWD 005	5/1/15-5/15/15 United Mutual-Laguna Woods Toilet replacement program 70 HETs installed	6,064.10
	*** Total ***	28,721.12
	FacilityDude.com	
R-104408	8/1/15-7/31/16 Annual renewal for WEROC Crisis Plan software application	6,750.00
	*** Total ***	6,750.00
	Irvine Ranch Water District	
RPOI-46	RPOI Distribution No. 46	1,992.30
	*** Total ***	1,992.30

Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<i>Laguna Beach County Water District</i>	
RB002	1/28/15-6/16/15 Rain Barrel Distribution program	8,100.00
	*** Total ***	8,100.00
	<i>Mission RCD</i>	
1775	May 2015 Field verifications for Water Use Efficiency rebate programs	30,478.31
	*** Total ***	30,478.31
	<i>Moulton Niguel Water District</i>	
RPOI-46	RPOI Distribution No. 46	645.51
	*** Total ***	645.51
	<i>City of Orange</i>	
RPOI-46	RPOI Distribution No. 46	250.65
	*** Total ***	250.65
	<i>Power Plus!</i>	
S39816-576784	6/15/15 Annual generator maintenance for WEROC N. EOC	671.37
	*** Total ***	671.37
	<i>Sandor's Gourmet Catering, Inc.</i>	
20880	5/21/15 Lunch for WEROC training	349.45
	*** Total ***	349.45
	<i>Santa Margarita Water District</i>	
RPOI-46	RPOI Distribution No. 46	1,318.01
SMWDDRES1	12/1/14-5/29/15 WaterDex Remote Watering program	10,813.50
	*** Total ***	12,131.51
	<i>South Coast Water District</i>	
SCWD-14/15-9R	5/1/15-5/21/15 Residential Targeted Water Conservation program-MET Funded	6,828.00
SCWD-14/15-4C	5/1/15-5/21/15 Commercial Targeted Water Conservation program-MET Funded	67,882.00
7	5/1/15-5/21/15 Residential Targeted Water Conservation program-Grant Funded	1,350.00
	*** Total ***	76,060.00
	<i>Spray to Drip Program</i>	
S2DC-SMWD-1005	Los Portillos Maintenance Corp. (Rancho Santa Margarita)	440.61
S2D-MNWD-1046	T. Van Der Weide	242.00
S2D-SMWD-3049	G. Olson	175.00
S2D-SMWD-3050	J. Phillips	350.00
S2D-TSTN-3502	R. Le	350.00
		1,557.61
	<i>Trabuco Canyon Water District</i>	
RPOI-46	RPOI Distribution No. 46	80.33
	*** Total ***	80.33

Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
Turf Removal Program		
TR5W-BREA-2378DIFF	J. Min	107.66
TR5-BREA-028	D. Ethington	3,450.00
TR5W-HB-3447	C. Duffy	2,480.00
TR5W-LH-4028	A. Franco	534.00
TR5-O-075	R. Goldstein	5,716.00
TR6-O-6691-7845	J. Hoover	842.00
TR5W-O-3035	D. Parr	1,102.00
TR5-O-072	J. Manahan	688.00
TR5W-SC-4171	M. Garritson	1,364.00
TR5W-SC-3838	B. Herrington	918.00
TR5W-SC-3707	N. Ghorab	988.00
TR5-SC-107	E. Mandelberg	782.00
TR5W-SC-3734	D. McCommins	5,062.00
TR5W-SC-3809	J. Peterson	1,494.00
TR5-SC-106	J. Vote	7,070.00
TR5W-SC-3256	J. Sturla	822.00
TR5-SJC-058	J. Howard	3,346.00
TR4-SJC-010	Capistrano Villa III HOA (San Juan Capistrano)	19,598.00
TR5W-SJC-3884	R. Debussey	1,982.00
TR5W-SJC-3503	G. Scott	3,190.00
TR5W-SJC-3553	C. Timms	1,960.00
TR5W-SJC-3496	R. Williams	1,134.00
TR5W-WEST-3316	C. Young	2,216.00
TR5W-WEST-3595	S. Omori	5,066.00
TR5W-ETWD-3583	D. Dorn	1,330.00
TR5W-GSWC-3040	T. Rhee	9,124.00
TR5W-GSWC-3404	C. Barrot	4,434.00
TR5W-GSWC-3304	M. Tran	3,052.00
TR5W-GSWC-3021	L. Kemper	5,986.00
TR5W-MESA-3062	M. Moran	3,066.00
TR5W-MNT-3107	N. Ruiz	1,323.00
TR5W-MNT-3825	C. Dubia	2,925.50
TR5-SM-185	J. Hardy	17,352.00
TR5W-SM-3560	Avelino Community (Rancho Santa Margarita)	1,650.00
TR5W-SM-3555	Avelino Community (Rancho Santa Margarita)	7,580.00
TR5W-SM-3557	Avelino Community (Rancho Santa Margarita)	1,640.00
TR5W-SM-3559	Avelino Community (Rancho Santa Margarita)	2,450.00
TR5W-SM-3764	S. Gaebler	1,174.00
TR5W-SM-4039	G. Ganzerla	3,872.00
TR5W-SOCO-3710	C. Sanchez	744.00
TR5W-SOCO-3761	L. Aja	5,658.00
TR5W-SOCO-4423	L. Adams	850.00
TR5W-SOCO-4391	L. Rolapp	1,204.00
TR5W-TC-3584	Dove Canyon Master Association (Trabuco Canyon)	100,000.00
TR5W-YLWD-1020D	D. Kiritschenko	3,620.00

Municipal Water District of Orange County
Disbursement Approval Report
For the month of July 2015

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
TR5W-YLWD-3033	M. Fabian	2,352.00
	*** Total ***	253,298.16
	<i>Yorba Linda Water District</i>	
RPOI-46	RPOI Distribution No. 46	43.83
	*** Total ***	43.83
	<i>Total Other Funds Expenditures</i>	<u>430,584.57</u>
	<i>Total Expenditures</i>	<u><u>659,615.66</u></u>

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of June 2015**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
Core Disbursements:				
128787	6/4/15	TIMEWA	Time Warner Cable	
		5210-JUN15	June 2015 Telephone and internet expense	946.13
			***Total ***	946.13
128788	6/4/15	VERIZO	Verizon Wireless	
		9746200121	May 2015 4G Mobile broadband unlimited service	38.01
			***Total ***	38.01
	6/15/15	ACKEEX/ACKECO	Linda Ackerman	
128789		043015	April 2015 Business expense	80.50
		053015	May 2015 Business expense	59.80
128790		APR2015	April 2015 MET Director's compensation	2,565.50
		MAY2015	May 2015 MET Director's compensation	2,565.50
			***Total ***	5,271.30
128794	6/15/15	BELLRI	Richard Bell	
		052915	April-May 2015 Business expense	96.88
			***Total ***	96.88
128795	6/15/15	ROBERT	Bryce Roberto	
		052215	March-May 2015 Business expense	146.39
			***Total ***	146.39
128799	6/15/15	DELAGE	De Lage Landen Public Finance	
		45711773	June 2015 Canon copier lease	509.00
			***Total ***	509.00
128800	6/15/15	BUIFEL	Tiffany Feliciano	
		060315	May-June 2015 Business expense	185.66
			***Total ***	185.66
128803	6/15/15	IRONMO	Iron Mountain	
		LME5579	June 2015 Storage/retrieval of archived documents	446.18
			***Total ***	446.18
128810	6/15/15	FRANCI	Pari Francisco	
		053115	May 2015 Business expense	29.90
			***Total ***	29.90

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of June 2015**

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
128812	6/15/15	TIMEWA	Time Warner Cable	
		3564-JUN15	June 2015 Telephone expense for 4 analog fax lines	140.29
			***Total ***	140.29
ACH001496	6/15/15	BAEZHE	Heather Baez	
		052015	April-May 2015 Business expense	268.78
			***Total ***	268.78
ACH001497	6/15/15	BARBCO	Brett Barbre	
		MAY2015	May 2015 MET Director's compensation	2,565.50
			***Total ***	2,565.50
ACH001498	6/15/15	BERGIO	Joseph Berg	
		052715	April-May 2015 Business expense	349.96
			***Total ***	349.96
ACH001503	6/15/15	CHUMPI	Hilary Chumpitazi	
		053115	May 2015 Business expense	22.87
			***Total ***	22.87
ACH001507	6/15/15	DICKCO/DICKEK	Larry Dick	
		MAY2015	May 2015 MET Director's compensation	1,539.30
ACH001508		053115	May 2015 Business expense	66.71
			***Total ***	1,606.01
ACH001511	6/15/15	FINNEG	Joan Finnegan	
		043015	April 2015 Business expense	66.83
			***Total ***	66.83
ACH001512	6/15/15	FINNEG	Joan Finnegan	
		053115	May 2015 Business expense	74.88
			***Total ***	74.88
ACH001527	6/15/15	THOMAS	Jeffery Thomas	
		053115	May 2015 Business expense	148.35
			***Total ***	148.35
129189	6/30/15	C3OFFI	C3 Office Solutions LLC	
		INV39016	June 2015 Canon copier maintenance	276.64
			***Total ***	276.64

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of June 2015**

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
129206	6/30/15	USBANK	U.S. Bank	
		5783/6533MAY15	4/22/15-5/22/15 Cal Card charges	16,519.50
			***Total ***	16,519.50
			(See attached sheet for details)	
ACH001529	6/30/15	FAHLBE	Beth Fahl	
		063015	June 2015 Business expense	17.50
			***Total ***	17.50
ACH001530	6/30/15	HINMAN	Susan Hinman	
		053015	May 2015 Business expense	866.15
			***Total ***	866.15
ACH001532	6/30/15	MCKECO	Larry B. McKenney	
		MAY2015	May 2015 MET Director's compensation	2,565.50
ACH001533		053115	May 2015 Business expense	444.82
			***Total ***	3,010.32
Total Core Disbursements				33,603.03

Choice Disbursements:

128786	6/4/15	SDGE	San Diego Gas and Electric	
		7768-MAY15	4/21/15-5/20/15 Electrical service Doheny Desal project	230.20
			***Total ***	230.20
ACH001498	6/15/15	BERGJO	Joseph Berg	
		052715	April-May 2015 Business expense	102.34
			***Total ***	102.34
129198	6/30/15	SDGE	San Diego Gas and Electric	
		49159257768-	5/20/15-6/21/15 Electrical service Doheny Desal project	241.94
			***Total ***	241.94
Total Choice Disbursements				574.48

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of June 2015**

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
Other Funds Disbursements:				
128785	6/4/15	ATTEOC	AT&T	
		0532-MAY15	May 2015 WEROC N. EOC dedicated phone line	51.20
			***Total ***	51.20
128792	6/15/15	ATTUVEOC	AT&T	
		8599-JUNE15	June 2015 WEROC N. EOC U-verse internet service	45.00
			***Total ***	45.00
128805	6/15/15	MESAWA	Mesa Water	
		8520	April 2015 Water deliveries credit for Local Resources program	6,169.11
			***Total ***	6,169.11
ACH001500	6/15/15	STOCKB	Brandon Stock	
		053115	May 2015 Business expense	178.38
			***Total ***	178.38
ACH001517	6/15/15	HUBBAR	Kelly Hubbard	
		053115	May 2015 Business expense	225.59
			***Total ***	225.59
ACH001518	6/15/15	HUBBAR	Kelly Hubbard	
		043015	April 2015 Business expense	706.02
			***Total ***	706.02
129187	6/30/15	ATTEOC	AT&T	
		4492-JUN15	June 2015 WEROC S. EOC telephone expense	244.25
		8200-JUN15	June 2015 WEROC N. EOC telephone expense	166.35
		0532-JUN15	June 2015 WEROC N. EOC dedicated phone line	72.88
			***Total ***	483.48
129190	6/30/15	CATALI	Catalina Island Conservancy	
		11540	June 2015 WEROC radio repeater site lease	1,558.54
			***Total ***	1,558.54
129203	6/30/15	SPRINT	Sprint	
		320982721-130	June 2015 WEROC cell phone expense	42.43
			***Total ***	42.43
129204	6/30/15	STAPLC	Staples Credit Plan	
		4362-JUN15	Toner cartridge for South EOC printer	79.91
			***Total ***	79.91

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of June 2015**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
129206	6/30/15	USBANK 5783-MAY15	U.S. Bank 4/22/15-5/22/15 Cal Card charges ***Total ***	25.51 25.51
ACH001538	6/30/15	SANTAM APR2015	Santa Margarita Water District April 2015 SCP Operation surcharge ***Total ***	19,439.13 19,439.13
WIRE-150630	6/30/15	METWAT 8344	Metropolitan Water District April 2015 Water deliveries ***Total ***	13,342,327.28 13,342,327.28
Total Other Funds Disbursements				13,371,331.58
Total Disbursements				13,405,509.09


Robert J. Hunter, General Manager


Hilary Chumpitazi, Treasurer

Cal Card Statement Detail
Statement Date: May 22, 2015
Payment Date: June 30, 2015

Date	Description	Amount
<u>K. Seckel Card</u>		
04/21/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Airfare for R. Hunter	\$ 456.00
04/21/15	ACWA Legislative meeting in Sacramento, CA on May 1, 2015 - Airfare for H. Baez	500.00
04/22/15	California Special Districts Association 2015 Special Districts Legislative Days in Sacramento, CA from May 19-20, 2015 - Airfare for H. Baez	456.00
04/22/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Airfare for H. Baez	392.00
04/23/15	1 Cisco switch for network computer	121.28
04/24/15	5 Toner cartridges	267.73
04/26/15	2 Kodak one-time use digital cameras	25.51
04/27/15	California Urban Water Conservation Council meeting in Sacramento, CA on May 7, 2015 - Airfare for J. Berg	72.00
04/28/15	California Urban Water Conservation Council meeting in Sacramento, CA on Apr. 13, 2015 - Airfare for J. Berg - Refund for change in flight	(72.00)
04/28/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Airfare for Director Tamaribuchi	500.00
05/01/15	Lunch for legislative briefing in Washington, DC on Feb. 25, 2015	3,180.98 ¹
05/06/15	Office supplies from Costco	388.92
05/06/15	3 Apple iPad minis for Poster/Slogan contest winners	1,041.47
05/06/15	Staff development lunch	270.97
05/06/15	Legislative activities in Washington, DC from Sep. 9-11, 2015 - Additional airfare for change for Director Barbre	216.00 ²
05/08/15	ACWA Spring conference in Sacramento, CA from May 5-7, 2015 - Accommodations for R. Hunter	446.50
05/08/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Accommodations for H. Baez	650.50
05/09/15	Monthly license fee for Adobe Creative Cloud software	119.97
05/09/15	ACWA Spring conference in Sacramento, CA from May 4-8, 2015 - Accommodations for Director Hinman	961.00
05/09/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Accommodations for Director Tamaribuchi	669.75
05/09/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Accommodations for K. Seckel	697.60
05/11/15	Custom tote bags for Poster/Slogan contest winners	288.91
05/11/15	1 Nintendo for Poster/Slogan contest winner	179.99
05/11/15	California Urban Water Conservation Council Plenary meeting in Santa Rosa, CA on May 20, 2015 - Airfare for J. Berg	499.50
05/12/15	UPS delivery charges for Board & Committee packets on Apr. 14 & 28, 2015	53.80
05/12/15	Brown and Caldwell employment advertising for Water Use Efficiency assistance	200.00

Cal Card Statement Detail
Statement Date: May 22, 2015
Payment Date: June 30, 2015

Date	Description	Amount
05/13/15	Department of Water Resources Urban Stakeholder Committee meeting in Sacramento, CA on May 27, 2015 - Airfare for J. Berg	500.00
05/15/15	Legislative activities in Washington, DC from May 13-15, 2015 - Accommodations for Director Barbre	618.22 ³
05/18/15	Staff development lunch	305.12
05/19/15	1 Portable digital recorder	89.99
05/19/15	UPS delivery charges for Board & Committee packets on Apr. 14 & 28, 2015 and May 12, 2015	62.68
05/19/15	8 Staples gift cards for Poster/Slogan contest teacher drawing	800.00
05/19/15	5/19/15-5/19/16 Annual subscription to Dropbox	99.00
05/21/15	18 Foldable collapsible buckets for Poster/Slogan contest winners	215.82
Total		<u>\$ 15,275.21</u>

¹ Cost of luncheon was divided among MWDOC and 3 other agencies

² Director Barbre to reimburse MWDOC \$216.00

³ Director Barbre reimbursed MWDOC \$91.80

R. Hunter Card

04/22/15-05/22/15	Meals for R. Hunter's meetings on various dates	\$ 384.86
04/29/15	Food for Elected Officials forum	689.19
05/05/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Transportaion for R. Hunter	39.60
05/05/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Meals for R. Hunter & H. Baez	48.15
05/07/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Transportaion for R. Hunter	48.00
05/07/15	ACWA Spring conference in Sacramento, CA from May 5-8, 2015 - Parking for R. Hunter	60.00
Total		<u>\$ 1,269.80</u>

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of June 2015

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
Core Disbursements:				
129197	6/30/15	PDCINT	PDC Interiors	
		2345-15	Deposit for services to paint 4 offices	1,731.00
		2344-15	Deposit for design services for entry area and restrooms	555.00
		2344A-15	Deposit for design services for reconfiguration of offices	525.00
			***Total ***	2,811.00
			Total Core Disbursements	2,811.00
Choice Disbursements:				
129188	6/30/15	AYALAS	Sam Ayala	
		062315	6/23/15 Yard clean-up and weed removal for Doheny	315.00
			Ocean Desal project	
			***Total ***	315.00
			Total Choice Disbursements	315.00
Other Funds Disbursements:				
	6/19/15	TURFRP	Turf Removal Program	
129007		TR5W-BREA-2456	N. Deibler	6,783.00
129008		TR5W-BREA-3031	M. Jambusaria	720.00
129009		TR5W-BREA-3331	R. Tam	1,878.00
129010		TR5W-ETWD-3065	L. Alvarado	2,398.00
129011		TR5W-ETWD-3148	M. Derham	1,584.00
129012		TR5W-FV-3405	J. & R. Dal Poggetto	828.00
129013		TR5W-HB-3363	P. Parranto	2,474.00
129014		TR5-MNT-208	G. Payne	2,640.00
129015		TR5W-MNT-3126	A. Dilling	4,226.50
129016		TR5W-MNT-3292	Y. Zhou	3,790.00
129017		TR5W-MNT-3474	G. Doi	4,185.00
129018		TR5W-NWPT-3615	D. Conant	1,470.00
129019		TR5-SM-199	R. Guerrero	338.00
129020		TR5W-SM-2177	J. Apt	776.00
129021		TR5W-SM-4103	A. Braun	1,096.00
129022		TR5-SOCO-077	J. Moore	1,478.00
129023		TR4-SJC-013A	Mission Point #751 (San Juan Capistrano)	3,630.00
129024		TR4-SJC-013B	Mission Point #751 (San Juan Capistrano)	2,656.00
129025		TR5W-YLWD-3470	M. Powell	562.00
129026		TR5W-SM-3094	J. Aydin	1,268.00
129027		TR5W-BREA-3753	J. Dower	650.00
129028		TR5W-FV-3656	R. Vuong	866.00
129030		TR5W-HB-2538	W. Wolff	1,090.42

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of June 2015

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
129031		TR5W-HB-3252	T. & C. Rand	3,066.00
129032		TR5W-HB-3449	R. Young	3,102.55
129033		TR5W-HB-3478	D. James	5,908.00
129034		TR5W-HB-3538	J. Hatala	602.00
129035		TR5W-HB-3861	C. Teague	1,152.00
129036		TR5-LP-004	P. De Larm	1,370.00
129037		TR5W-O-2734	J. Bilt	2,862.00
129038		TR5W-SC-2692	E. Carras	2,286.00
129039		TR5W-SC-3841	B. Sarjeant	1,900.00
129040		TR5-SJC-056	R. Perry	314.00
129041		TR5W-TUST-3462	E. Hansen	1,724.25
129042		TR5-EOC-003	M. Duncker	5,264.00
129043		TR5W-GSWC-3044	K. Schreiner	1,070.00
129044		TR5W-GSWC-3301	P. Sikorski	2,934.00
129045		TR5W-GSWC-3480	W. Rusher	2,862.00
129046		TR5W-GSWC-3882	J. Sarraffe	4,646.00
129047		TR5W-IRWD-4005	M. O'Brien	880.00
129048		TR5-LB-025	G. Abel	1,533.00
129049		TR5-MNT-207	M. Chahine	4,270.00
129050		TR5W-MNT-	T. Oblak	972.78
129051		TR5W-MNT-3206	R. & K. Sawicky	4,614.00
129052		TR5W-MNT-3414	L. Brandon	4,865.00
129053		TR5-SM-176	M. Bebek	676.00
129054		TR5-SM-186	B. Morgan	506.00
129055		TR5-SM-190	K. Niles	1,992.00
129056		TR5-SM-192	R. Orozco	978.00
129057		TR5-SM-198	R. McClellan	688.00
129058		TR5W-SM-3022	S. Anwar	1,096.00
129059		TR5W-SM-3273	S. Spencer	810.00
129060		TR5W-SM-3325	G. Venanzi	2,480.00
129061		TR5W-SM-3638	M. Gieselman	1,164.00
129062		TR5W-SM-3693	J. Potoczny	830.00
129063		TR5W-SM-3810	E. Matthews	712.00
129064		TR5W-SM-3843	T. Humphrey	4,290.00
129065		TR5W-SM-3847	E. Sena	906.00
129066		TR5W-SM-3869	S. Sims	1,780.00
129067		TR5W-SM-4010D	J. Kirkpatrick	540.00
129068		TR5W-SM-4154	K. Lodeen	596.00
129069		TR5W-SM-4252	B. Levine	544.00
129070		TR5-SOCO-063	F. Waffarn	1,818.00
129071		TR5W-SOCO-2742	D. Zukowski	600.00
129072		TR5W-SOCO-3237	A. Fagan	690.00
129073		TR5W-SOCO-3821	B. Moore	636.00
129074		TR5W-SOCO-3842	C. Ruckdeschel	1,252.00
129075		TR5W-YLWD-2706	R. Delaney	888.00
129076		TR5W-YLWD-3243	J. Adams	1,710.00
129077		TR5W-YLWD-3450	J. Dowdee	992.00

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of June 2015

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
129078		TR5W-YLWD-3631	B. Allen	1,742.00
129080		TR5-MNT-155A	City of Laguna Niguel	25,468.00
129081		TR5-MNT-155B	City of Laguna Niguel	77,280.00
129082		TR5-MNT-155C	City of Laguna Niguel	37,922.00
129083		TR5-MNT-155D	City of Laguna Niguel	30,228.00
129084		TR5-MNT-155E	City of Laguna Niguel	59,606.00
129085		TR5-MNT-155F	City of Laguna Niguel	83,420.00
129086		TR5-MNT-155G	City of Laguna Niguel	40,828.00
129087		TR5W-MNT-2531	El Niguel Country Club (Laguna Niguel)	1,010,890.00
129088		TR5-GSWC-091	Cypress Management Co. (Cypress)	58,140.00
129089		TR5W-LB-2436	City of Laguna Beach	91,322.00
129090		TR5-HB-118	M. Baggetta	1,886.00
129091		TR5W-BREA-3733	D & D Venture (Brea)	32,814.00
129092		TR5W-BREA-	F. Sulick	6,297.00
129093		TR5W-BREA-3889	R. Black	1,096.00
129094		TR5W-BREA-4075	D. Tan	602.00
129095		TR5W-ETWD-3324	J. Voelpel	2,047.75
129096		TR5W-ETWD-4140	P. Lingenfelter	1,290.00
129097		TR5W-FV-3124	M. Vu	4,270.00
129098		TR5W-FV-4001D	N. Chason	1,060.00
129099		TR5W-FV-4036	B. Miller	1,170.00
129100		TR5W-FV-4294	R. Zafiratos	674.00
129101		TR5-GG-040	G. Buck	1,504.00
129102		TR5W-HB-3848	Huntington Vista UDR, Inc. (Huntington Beach)	5,374.00
129103		TR5W-HB-3577	S. Kennebrew	344.00
129104		TR5W-HB-4012	S. MacLaren	500.00
129105		TR5W-HB-4134	L. Vaughn	1,704.00
129106		TR5W-LH-3641	A. Long	778.00
129107		TR5W-NWPT-3817	R. Deane	1,976.00
129108		TR5W-NWPT-3873	M. Cubeiro	660.00
129109		TR5W-O-080	R. Digangi	754.00
129110		TR5-O-081	P. Hyland	556.00
129111		TR5W-O-2645	S. Lee	2,935.32
129112		TR5W-O-3562	N. McCourt	3,284.00
129113		TR5W-O-3622	M. Gelbhar	1,798.00
129114		TR5W-O-3667	T. Minh Tang	1,824.00
129115		TR5W-O-3715	R. Murdock	2,686.00
129116		TR5W-SC-3883	B. Beech	1,082.00
129117		TR5W-SJC-053	M. Wray	3,834.00
129118		TR5W-SB-4142	A. Tran	888.00
129119		TR5W-TUST-3620	A. Brumfield	1,694.00
129120		TR5W-TUST-3719	T. Tran	2,356.00
129121		TR5W-TUST-3783	J. Cruikshank	3,896.00
129122		TR5W-TUST-3785	D. Payne	3,626.00
129123		TR5-GSWC-105	Granada Park HOA (Placentia)	8,984.00
129124		TR5-GSWC-107	C. Rounaghi	4,388.00
129125		TR5-GSWC-2413	E. Pyle	2,884.00

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of June 2015

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
129126		TR5-GSWC-3410	W. Marriott	3,056.88
129127		TR5W-GSWC-4007	R. Gabor	1,662.00
129128		TR5W-GSWC-	R. Ly	2,336.00
129129		TR5-IRWD-332	Rancho Vera Cruz Condo Association (Irvine)	5,842.00
129130		TR5-IRWD-316	S. Kuritzky	2,010.00
129131		TR5-IRWD-327	J. Froehlich	2,452.00
129132		TR5W-IRWD-3057	J. Hoang	918.00
129133		TR5W-IRWD-3263	M. Petersen	970.00
129134		TR5W-IRWD-3455	F. Zhang	1,668.00
129135		TR5W-IRWD-3758	T. Mendenhall	778.00
129136		TR5W-IRWD-4035	M. Omelveny	1,352.00
129137		TR5W-MESA-1104	The Vasquez Co. (Costa Mesa)	17,150.00
129138		TR5-MESA-029	D. Obara	3,644.00
129139		TR5W-MESA-2090	C. Silverman	6,320.00
129140		TR5W-MESA-3075	B. Birch	2,398.00
129141		TR5W-MESA-3102	L. Rubin	1,808.86
129142		TR5W-MESA-3154	D. Brunnell	3,946.00
129143		TR5W-MESA-3171	M. Bauer	1,864.95
129144		TR5W-MESA-3481	C. Huey	1,524.00
129145		TR5W-MESA-3625	T. Gilday	1,638.00
129146		TR5W-MESA-3854	C. Bollenbach	2,694.00
129147		TR5W-MESA-3886	M. Christensen	2,340.00
129148		TR5-MNT-201	M. Fabarez	3,038.00
129149		TR5-MNT-214	R. West	1,980.00
129150		TR5-MNT-218	P. Moore	3,056.00
129151		TR5-MNT-229	J. Ricci	1,127.00
129152		TR5W-MNT-2142	P. LeVettet	2,110.00
129153		TR5W-MNT-3098	K. Shirai	703.50
129154		TR5W-MNT-3100	J. Wilks	5,784.39
129155		TR5W-MNT-3293	T. Lowther	12,800.00
129156		TR5W-MNT-3403	J. Ruiz	3,942.00
129157		TR5W-MNT-3492	P. Elliott	1,365.00
129158		TR5W-MNT-3569	R. Brown	9,481.50
129159		TR5W-MNT-3645	M. Jakocko	10,150.00
129160		TR5W-MNT-3828	K. Kunert	3,450.00
129161		TR5W-MNT-3872	J. Lehmann	2,750.00
129162		TR5W-MNT-3893	R. Tulleners	3,954.30
129163		TR5-SM-118A	CZ Master Association (Trabuco Canyon)	3,220.00
129164		TR4-SM-016	F. Dezwart	2,050.00
129165		TR5-SM-197	P. Stoker	2,282.00
129166		TR5W-SM-3591	S. Ballard	1,686.00
129167		TR5W-SM-3648	A. Dykes	3,460.00
129168		TR5W-SM-3766	J. Armstrong	1,344.00
129169		TR5W-SM-4083	C. Cerone	1,842.00
129170		TR5-SOCO-079	J. Smith	2,140.00
129171		TR5-SOCO-086	H. Lieberman	1,848.00
129172		TR5W-SOCO-3915	D. Duran	1,318.00

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of June 2015

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
129173		TR5W-TC-2252	S. Powers	378.00
129174		TR5W-TC-2369	R. Smith	1,240.00
129175		TR5W-TC-2449	A. Terreri	1,093.50
129176		TR5W-TC-3341	J. Fundingsland	2,205.00
129177		TR5W-YLWD-3725	C. Blackburn	1,844.00
129178		TR5W-YLWD-4321	K. Martin	1,038.00
129179		TR5W-TC-2369A	R. Smith	57.62
129180		TR5W-BREA-2378	J. Min	2,358.40
129181		TR5-MESA-055	V. Dwight	4,120.00
129182		TR5W-MNT-4132	M. Balzer	3,452.50
129183		TR5-SM-179	W. Lewis	1,173.91
129184		TR5W-IRWD-2455	J. Jain	3,710.00
129185		TR5W-SOCO-3905	M. Kane	602.00
				1,943,647.88 (2)
	6/30/15	DRIPPR	Spray to Drip Program	
129200		S2D-HBCH-1041	S. McCarthy	525.00
129201		S2D-SMWD-3004	G. Cox	350.00
129202		S2D-SMWD-3019	C. Kushen	525.00
***Total ***				1,400.00 (2)
	6/30/15	TURFRP	Turf Removal Program	
129207		TR5W-O-2392	River Trail Homes (Orange)	22,722.00
129208		TR5W-IRWD-	University of CA (Irvine)	67,994.00
129209		TR5W-SMWD-	City of Mission Viejo	38,630.00
129210		TR5-BREA-027DIFF	C. Henderson	888.00
***Total ***				130,234.00 (2)
Total Other Funds Disbursements				<u>2,075,281.88</u>
Total Disbursements				<u><u>2,078,407.88</u></u>


 Robert J. Hunter, General Manager


 Hilary Chummitazi, Treasurer

(1) For disbursements that did not make the cut-off of previous month's Disbursement Approval report. Disbursements are approved by GM for payment and need A & F Committee ratification.

(2) Approved by General Manager in order to synchronize funding requests to MET for Fiscal Year 14/15.



Municipal Water District of Orange County
Consolidated Summary of Cash and Investment
 May 31, 2015

Street Address:

18700 Ward Street
 Fountain Valley, California 92708

Mailing Address:

P.O. Box 20895
 Fountain Valley, CA 92728-0895

(714) 963-3058
 Fax: (714) 964-9389
www.mwdoc.com

Larry D. Dick
President

Wayne S. Osborne
Vice President

Brett R. Barbre
Director

Sat Tamaribuchi
Director

Joan C. Finnegan
Director

Susan Hinman
Director

Jeffery M. Thomas
Director

Robert J. Hunter
General Manager

MEMBER AGENCIES

City of Brea
 City of Buena Park
 East Orange County Water District
 El Toro Water District
 Emerald Bay Service District
 City of Fountain Valley
 City of Garden Grove
 Golden State Water Co.
 City of Huntington Beach
 Irvine Ranch Water District
 Laguna Beach County Water District
 City of La Habra
 City of La Palma
 Mesa Water District
 Moulton Niguel Water District
 City of Newport Beach
 City of Orange
 Orange County Water District
 City of San Clemente
 City of San Juan Capistrano
 Santa Margarita Water District
 City of Seal Beach
 Serrano Water District
 South Coast Water District
 Trabuco Canyon Water District
 City of Tustin
 City of Westminster
 Yorba Linda Water District

District investments and cash balances are held in various funds designated for certain purposes as follows:

Fund	Book Value	% of Portfolio
Designated Reserves		
General Operations	\$2,243,422	25.83%
Grant & Project Cash Flow	1,000,000	11.51%
Building Repair	239,491	2.76%
Total Designated Reserves	3,482,913	40.10%
General Fund	3,113,154	35.85%
Water Fund	5,479,221	63.09%
Conservation Fund	(3,713,461)	-42.76%
Desalination Feasibility Study Fund	222,385	2.56%
WEROC Fund	99,681	1.15%
Trustee Activities	562	0.01%
Total	\$8,684,455	100.00%

The funds are invested as follows:

Term of Investment	% of Portfolio	Book Value	Market Value
Cash	1.22%	\$106,338	\$106,338
Short-term investment			
• LAIF	25.56%	\$2,220,044	\$2,220,044
• OCIP	37.51%	3,257,334	3,257,334
Long-term investment			
• Misc. Securities	17.28%	1,500,739	1,516,262
• Certificates of Deposit	12.67%	1,100,000	1,107,261
• Federal Agency Issues	5.76%	500,000	500,085
Total	100.00%	\$8,684,455	\$8,707,324

The average number of days to maturity/call as of May 31, 2015 equaled 160 and the average yield to maturity is 1.050%. During the month, the District's average daily balance was \$13,992,775.29. Funds were invested in Federal Agency Issues, Certificates of Deposit, Negotiable CD's, Miscellaneous Securities, the Local Agency Investment Funds (LAIF) and the Orange County Investment Pool (OCIP) during the month of May 2015.

The \$22,869 difference between the book value and the market value on May 31, 2015 represents the exchange difference if all investments had been liquidated on that date. Since it is the District's practice to "buy and hold" investments until maturity, the market values are a point of reference, not an indication of actual loss or gain. There are no current plans or cash flow requirements identified in the near future that would require the sale of these securities prior to maturity.

Robert J. Hunter
General Manager

Hilary Chumpitazi
Treasurer

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY



Portfolio Management - Portfolio Summary May 31, 2015

5/31/2015	Par Value	Market Value	Book Value	% of Portfolio	Days to Mat/Call	YTM @ Cost
Certificates of Deposit - Bank	1,100,000.00	1,107,260.50	1,100,000.00	12.82	1019	1.459
Federal Agency Issues - Step Up	500,000.00	500,085.00	500,000.00	5.83	61	1.737
Local Agency Investment Funds	2,220,043.78	2,220,043.78	2,220,043.78	25.88	1	0.290
Miscellaneous Securities - Coupon	1,500,000.00	1,516,262.50	1,500,739.29	17.49	146	3.122
Orange County Investment Pool	3,257,334.41	3,257,334.41	3,257,334.41	37.98	1	0.371
Total Investments	8,577,378.19	8,600,986.19	8,578,117.48	100.00%	160	1.050
Cash						
Passbook Checking	106,337.96	106,337.96	106,337.96		1	0.00
Total Cash and Investments	8,683,716.15	8,707,324.15	8,684,455.44		160	1.050

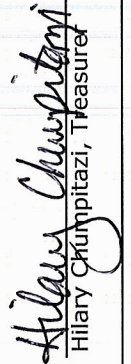
Total Earnings	Month Ending May	Fiscal Year to Date
Current Year	8,370.64	108,198.48
Average Daily Balance	13,992,775.29	
Effective Rate of Return	1.050%	

We certify that this report reflects the cash and investments of the Municipal Water District of Orange County and is in conformity with the Government Code requirements and the District Investment Policy and Guidelines in effect at the time of investment. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six month's estimated expenditure. The source for the market values are from Union Bank.


Robert J. Hunter, General Manager

Date

6-30-15


Hilary Chumipitani, Treasurer

Date

6/30/15

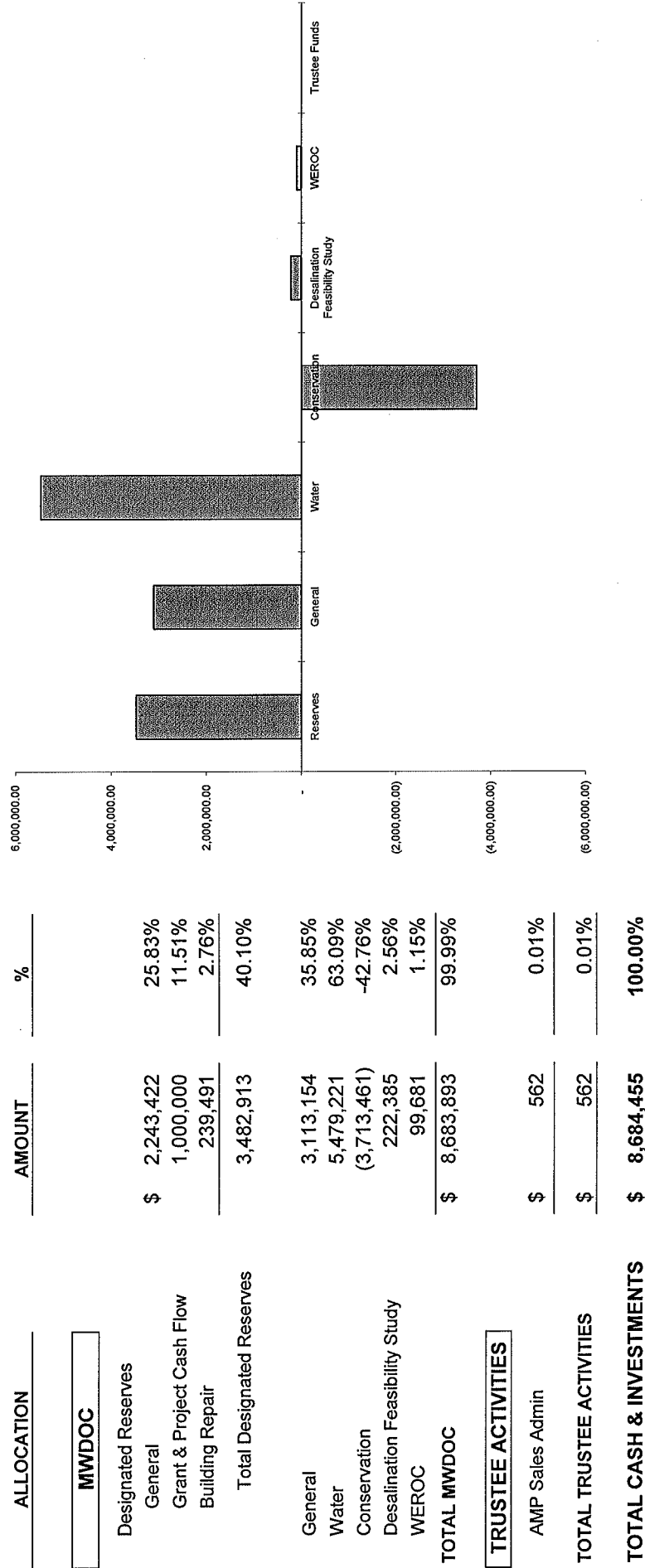
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Long-Term Portfolio Details - Investments
May 31, 2015

Issuer	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Certificate of Deposit - Bank									
Ally Bank	02006LFV0	7/23/2014	250,000.00	250,700.00	250,000.00	1.150	1.150	785	7/24/2017
Discover Bank	2546712Y5	7/23/2014	250,000.00	251,907.50	250,000.00	1.600	1.600	1149	7/23/2018
GE Capital Bank	36163FJC8	7/25/2014	250,000.00	250,692.50	250,000.00	1.200	1.200	786	7/25/2017
Goldman Sachs Bank	38143A4T9	1/23/2013	100,000.00	100,523.00	100,000.00	1.050	1.050	603	1/23/2017
Synchrony Bank	87164XBY1	7/25/2014	250,000.00	253,437.50	250,000.00	2.050	2.050	1521	7/30/2019
Sub Total			1,100,000.00	1,107,260.50	1,100,000.00	1.459	1.459	1019	
Miscellaneous Securities - Coupon									
Bank of America	06051GED7	10/14/2010	250,000.00	251,845.00	250,411.02	3.700	3.000	93	9/1/2015
JPMorgan Chase	46625HHR4	11/23/2010	250,000.00	250,412.50	250,107.53	3.400	2.700	24	6/24/2015
MetLife Global	59217GAD1	2/25/2011	500,000.00	508,340.00	500,334.78	3.125	3.007	225	1/1/2016
Morgan Stanley	61747YCT0	3/9/2011	500,000.00	505,665.00	499,885.96	3.450	3.508	155	11/2/2015
Sub Total			1,500,000.00	1,516,262.50	1,500,739.29	3.375	3.122	146	
Federal Agency Issues - Step Up									
Federal Home Ln Mtg Corp	3134G5XZ3	1/30/2015	500,000.00	500,085.00	500,000.00	0.500	1.737	61	1/30/2018
Sub Total			500,000.00	500,085.00	500,000.00	0.50	1.737	61	
Total Investments			3,100,000.00	3,123,608.00	3,100,739.29	2.231	2.308	442	
Total Earnings									
Current Year			Month Ending May	Fiscal Year To Date					
			5,631.65	68,741.59					

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Short-Term Portfolio Details - Cash and Investments
May 31, 2015

Investments	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Local Agency Investment Funds									
LAIF LGIP	LAIF	6/30/2010	2,220,043.78	2,220,043.78	2,220,043.78	0.290	0.290	1	N/A
Sub Total			2,220,043.78	2,220,043.78	2,220,043.78	0.290	0.290	1	
Orange County Investment Pool									
County of Orange LGIP	OCIP	6/29/2005	3,257,334.41	3,257,334.41	3,257,334.41	0.371	0.371	1	N/A
Sub Total			3,257,334.41	3,257,334.41	3,257,334.41	0.371	0.371	1	
Total Investments			5,477,378.19	5,477,378.19	5,477,378.19	0.338	0.338		
Passbook Checking									
Bank of America Cash	CASH0547	7/1/2011	105,837.96	105,837.96	105,837.96	0.000	0.000	1	N/A
Petty Cash Cash	CASH	7/1/2011	500.00	500.00	500.00	0.000	0.000	1	N/A
Total Cash			106,337.96	106,337.96	106,337.96	0.000	0.000	1	
Total Cash and Investments			5,583,716.15	5,583,716.15	5,583,716.15	0.338	0.338	1	
Total Earnings									
Current Year			2,738.99		39,456.89				

Municipal Water District of Orange County Cash and Investments at May 31, 2015



MUNICIPAL WATER DIST OF ORANGE COUNTY
PARS OPEB Trust Program**Monthly Account Report for the Period**
5/1/2015 to 5/31/2015Rob Hunter
General Manager
Municipal Water Dist of Orange County
18700 Ward Street
Fountain Valley, CA 92708**Account Summary**

Source	Beginning Balance as of 5/1/2015	Contributions	Earnings	Expenses*	Distributions	Transfers	Ending Balance as of 5/31/2015
Employer Contribution	\$1,151,691.92	\$0.00	\$4,115.08	\$556.71	\$0.00	\$0.00	\$1,155,250.29
Totals	\$1,151,691.92	\$0.00	\$4,115.08	\$556.71	\$0.00	\$0.00	\$1,155,250.29

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.36%	0.66%	5.31%	9.96%	-	-	10/26/2011

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

*Expenses are inclusive of Trust Administration, Trustee and Investment Management fees

**Municipal Water District of Orange County
WATER USE EFFICIENCY PROJECTS
Cash Flow as of 6/30/15**

	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	TOTALS
Cash - Beginning Balance	\$ 219,315.71	\$ 149,503.52	\$ 117,166.51	\$ (72,752.89)	\$ (515,992.26)	\$ (1,608,905.27)	\$ (1,749,480.08)	\$ (2,229,756.57)	\$ (4,865,760.81)	\$ (5,320,257.77)	\$ (5,403,693.95)	\$ (3,713,460.62)	
REVENUES:													
BUREC					160,398.14					23,882.08	127,749.42		\$ 312,029.64
City of Brea	3,448.00	328.00	69.00	2,812.00	1,164.00	663.00		10,742.69	8,892.00				\$ 28,118.69
City of Buena Park						810.00		105.00	1,188.52		600.00		\$ 3,018.52
City of Fountain Valley				75.00			399.00						\$ 474.00
City of Fullerton	75.00	75.00	346.30	955.93	468.30	150.00		303.10	75.00		219.00		\$ 2,667.63
City of Garden Grove	255.00	255.00	810.00	292.68	1,755.00	2,715.26	630.00	2,205.00	1,338.46	1,575.00	4,475.45		\$ 16,051.85
City of Huntington Beach				433.85	75.00	279.09		144.00					\$ 931.94
City of La Habra	105.00	105.00		105.00		840.00	744.00	528.18			420.00		\$ 4,691.06
City of San Clemente	600.00	1,965.00	2,145.00	1,449.98	3,575.29	4,695.00	1,845.00	3,150.00	2,385.00		4,677.00		\$ 30,238.85
City of San Juan Capistrano	105.00	735.00		1,470.00		4,140.00	1,785.00	2,636.35		1,474.40	2,491.26		\$ 20,715.61
City of Santa Ana		157.68			369.00							138.28	\$ 664.96
City of Tustin				225.00			300.00		75.00			217.75	\$ 817.75
City of Newport Beach					300.00	189.00		144.00				525.00	\$ 1,158.00
City of Orange	630.00	1,050.00	1,020.00	1,655.49	3,228.00	2,615.48	2,254.34	2,843.66	2,720.40		11,928.72		\$ 29,946.09
County of Orange											4,808.10		\$ 4,808.10
Department of Water Resources												532,847.85	\$ 540,507.75
El Toro Water District	2,703.99	2,717.00	1,576.00	6,802.99	2,996.79	3,048.00	2,646.52	1,354.55		3,445.45		5,736.28	\$ 33,027.57
East Orange County Water District						91.61							\$ 91.61
Golden State Water Company	2,671.00	3,493.93	3,350.00	2,589.58	6,447.10	4,170.10		14,477.39	4,230.00	5,993.77	8,050.90		\$ 62,858.14
Irvine Ranch Water District	65,383.05	28,904.47	41,340.19	47,252.20	47,503.28	87,209.17	6,462.00	1,500.00	22,328.95	62,075.17	1,500.00	35,622.66	\$ 447,084.14
Laguna Beach County Water District	328.00	1,130.00		885.00	225.00	3,237.00	210.00	642.00	3,097.98	839.00	1,338.00	2,474.88	\$ 14,180.86
Mesa Water District		225.00	75.00	225.00		84.98	75.00		55.08		219.00	59.77	\$ 1,318.83
Metropolitan Water District		142,191.56	1,183.00	11,158.91		241,505.68		54,391.59	1,177,019.97	626,336.64	2,727,328.15	1,042,706.99	\$ 6,023,821.49
Moulton Niguel Water District			789.98	144.00		19,737.78	88,537.25	49,215.05	23,710.79	32,295.27		566,435.93	\$ 780,866.05
MWDIOC									55,000.00				\$ 55,000.00
Santa Margarita Water District	1,092.20	4,782.20			5,299.96	37,784.70		4,481.78	4,753.00	273.20		13,574.99	\$ 72,042.03
Serrano Water District											75.00		\$ 75.00
South Coast Water District	75.00	225.00		150.00	75.00	75.00		150.00					\$ 825.00
Trabuco Canyon Water District					100.00	525.00	1,242.50	400.00	300.00	250.00	400.00	1,109.50	\$ 4,327.00
Yorba Linda Water District			213.00	351.00	645.00		516.10	894.00		114.43		300.00	\$ 3,033.53
Miscellaneous Revenues													
Miscellaneous	5,950.50			1,861.01									7,811.51
Interest Revenue	171.77			81.72									253.49
Total Revenues	\$ 83,233.51	\$ 188,359.81	\$ 52,917.47	\$ 81,070.78	\$ 234,624.86	\$ 414,965.85	\$ 107,721.71	\$ 150,383.34	\$ 1,314,830.05	\$ 758,877.41	\$ 2,879,275.83	\$ 2,237,710.48	\$ 8,503,511.10
EXPENDITURES:													
Aquaticent	1,500.00	1,500.00		3,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00		18,000.00
Autumn Print Group													311.74
Conservation Consulting, LLC	7,544.25	7,411.50		13,663.25	7,089.75		12,756.25	7,058.25	104.38	207.36	6,854.00	6,930.00	84,438.75
City of Newport Beach	2,988.00								7,760.25				2,968.00
El Toro WID										11,493.00		9,303.52	20,796.52
Executive Information Systems		584.00											584.00
Hotel Program			5,151.92	27,674.40			12,050.00	27,870.00		1,550.00	8,350.00	26,700.00	109,346.32
Innovative Media					839.99								839.99
Industrial Program						94,197.34							94,197.34
Irvine Ranch Water District	16,250.00												16,250.00
Laguna Beach CWD													24,450.00
Metropolitan Water District	7,988.20				56,442.29		61,593.48				24,450.00		126,023.97
MESA	2,119.50												2,119.50
Mission RCD	6,485.80	12,988.02	14,006.16	30,794.12	37,228.41	30,983.55	19,203.82	26,098.08	22,540.27	21,674.09	27,748.81	33,862.28	283,623.41
Public Spaces program										80,680.00			80,680.00
Quick Signs				1,973.27	1,517.65	63.50							3,554.42
South Coast Water District													60,124.00
Spray to Drip program		975.00	10,100.26	2,852.56	3,471.96	8,243.91	3,153.68	55,257.47	4,075.99	7,232.02	64,131.83	6,266.41	127,855.83
Survey Gizmo				675.00									675.00
The Ecology													
Turf Removal	108,189.95	183,408.30	197,345.22	442,202.65	1,218,032.82	416,787.48	477,044.53	2,066,891.06	2,324,248.13	696,006.37	1,425.00	13,650.00	15,075.00
US Bank											616.00		616.00
URS		12,580.00		1,415.00	1,415.00	2,765.00			1,415.00	2,325.00			21,915.00
Waterwise Consulting		1,250.00							2,510.00				5,010.00
Miscellaneous Expenses													
Interest Expense													
Salary & Benefit			14,983.31			589.88	696.44	1,712.72	1,761.99	2,448.65			3,145.09
Total Expenditures	\$ 153,045.70	\$ 220,696.82	\$ 242,836.87	\$ 524,250.15	\$ 1,327,537.87	\$ 555,140.66	\$ 587,998.20	\$ 2,186,387.58	\$ 2,369,327.01	\$ 842,313.59	\$ 1,189,042.50	\$ 2,886,712.64	\$ 13,085,289.59
Cash - Ending Balance	\$ 149,503.52	\$ 117,166.51	\$ (72,752.89)	\$ (515,992.26)	\$ (1,608,905.27)	\$ (1,749,480.08)	\$ (2,229,756.57)	\$ (4,265,760.81)	\$ (5,320,257.77)	\$ (5,403,693.95)	\$ (3,713,460.62)	\$ (4,362,462.78)	

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
COMBINED FINANCIAL STATEMENTS
AND
BUDGET COMPARATIVE
JULY 1, 2014 THRU MAY 31, 2015

**Municipal Water District of Orange County
Combined Balance Sheet
As of May 31, 2015**

<u>ASSETS</u>	Amount
Cash in Bank	106,337.96
Investments	8,578,117.48
Accounts Receivable	27,737,815.23
Accounts Receivable - Other	1,946,148.29
Accrued Interest Receivable	24,069.12
Prepays/Deposits	503,260.88
Leasehold Improvements	3,015,137.08
Furniture, Fixtures & Equipment	535,372.82
Less: Accum Depreciation	(2,508,705.36)
Net OPEB Asset	37,041.00
	<hr/>
TOTAL ASSETS	\$39,974,594.50
	<hr/>
<u>LIABILITIES AND FUND BALANCES</u>	
Liabilities	
Accounts Payable	26,486,269.54
Accounts Payable - Other	969.14
Accrued Salaries and Benefits Payable	261,142.81
Other Liabilities	2,784,628.39
Unearned Revenue	1,095,020.32
Total Liabilities	<hr/> 30,628,030.20 <hr/>
Fund Balances	
Restricted Fund Balances	
Water Fund - T2C	956,686.21
Total Restricted Fund Balances	<hr/> 956,686.21 <hr/>
Unrestricted Fund Balances	
Designated Reserves	
General Operations	2,280,462.66
Grant & Project Cash Flow	1,000,000.00
Building Repair	239,491.00
Total Designated Reserves	<hr/> 3,519,953.66 <hr/>
GENERAL FUND	1,441,435.43
WERO	55,774.88
Total Unrestricted Fund Balances	<hr/> 5,017,163.97 <hr/>
Excess Revenue over Expenditures	
Operating Fund	2,149,184.77
Other Funds	1,223,529.35
Total Fund Balance	<hr/> 9,346,564.30 <hr/>
TOTAL LIABILITIES AND FUND BALANCES	\$39,974,594.50
	<hr/>

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
From July 2014 thru May 2015

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<u>REVENUES</u>						
Retail Connection Charge	0.00	6,440,532.00	6,440,532.00	100.00%	0.00	0.00
Water Increment	<u>5,936.50</u>	<u>100,634.43</u>	<u>103,564.00</u>	<u>97.17%</u>	<u>0.00</u>	<u>2,929.57</u>
Water rate revenues	5,936.50	6,541,166.43	6,544,096.00	99.96%	0.00	2,929.57
Interest Revenue	<u>9,503.64</u>	<u>111,431.85</u>	<u>138,000.00</u>	<u>80.75%</u>	<u>0.00</u>	<u>26,568.15</u>
Subtotal	<u>15,440.14</u>	<u>6,652,598.28</u>	<u>6,682,096.00</u>	<u>99.56%</u>	<u>0.00</u>	<u>29,497.72</u>
Choice Programs	0.00	1,291,042.34	1,261,086.00	102.38%	0.00	(29,956.34)
Choice Prior Year Carry Over	0.00	94,000.00	94,000.00	100.00%	0.00	0.00
Miscellaneous Income	0.00	94,378.08	3,000.00	3145.94%	0.00	(91,378.08)
School Contracts	8,051.20	80,326.84	70,000.00	114.75%	0.00	(10,326.84)
Delinquent Payment Penalty	0.00	401.96	0.00		0.00	(401.96)
Transfer-Out To Reserve	<u>0.00</u>	<u>0.00</u>	<u>(84,374.00)</u>	<u>0.00%</u>	<u>0.00</u>	<u>(84,374.00)</u>
Subtotal	<u>8,051.20</u>	<u>1,560,149.22</u>	<u>1,343,712.00</u>	<u>116.11%</u>	<u>0.00</u>	<u>(216,437.22)</u>
TOTAL REVENUES	<u>23,491.34</u>	<u>8,212,747.50</u>	<u>8,025,808.00</u>	<u>102.33%</u>	<u>0.00</u>	<u>(186,939.50)</u>

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
From July 2014 thru May 2015

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<u>EXPENSES</u>						
Salaries & Wages	242,400.01	2,663,582.04	2,995,855.00	88.91%	18,766.96	313,506.00
Salaries & Wages - Grant Recovery	0.00	(21,698.61)	(16,437.00)	132.01%	0.00	5,261.61
Directors' Compensation	14,623.35	160,281.53	210,342.00	76.20%	0.00	50,060.47
MWD Representation	9,235.80	96,181.18	120,197.00	80.02%	0.00	24,015.82
Employee Benefits	64,673.01	790,422.86	961,916.00	82.17%	0.00	171,493.14
OPEB Annual Contribution	0.00	0.00	133,331.00	0.00%	0.00	133,331.00
Employee Benefits - Grant Recovery	0.00	(5,956.50)	0.00	0.00%	0.00	5,956.50
Director's Benefits	4,652.25	65,207.06	119,356.00	54.63%	0.00	54,148.94
Health Ins \$'s for Retirees	4,060.10	38,604.68	50,244.00	76.83%	0.00	11,639.32
Training Expense	0.00	2,903.52	18,000.00	16.13%	0.00	15,096.48
Tuition Reimbursement	(1,864.31)	(1,864.31)	6,000.00	-31.07%	0.00	7,864.31
Personnel Expenses	337,780.21	3,787,663.45	4,598,804.00	82.36%	18,766.96	782,354.39
Engineering Expense	35,364.11	134,563.45	355,000.00	37.91%	154,329.32	66,107.23
Legal Expense	20,877.33	227,802.98	329,000.00	69.24%	133,697.02	(32,500.00)
Audit Expense	0.00	21,125.00	23,000.00	91.85%	0.00	1,875.00
Professional Services	109,395.39	840,958.11	1,133,200.00	74.21%	356,942.71	(64,700.82)
Professional Fees	165,636.83	1,224,449.54	1,840,200.00	66.54%	644,969.05	(29,218.59)
Conference-Staff	60.00	12,576.00	13,925.00	90.31%	0.00	1,349.00
Conference-Directors	0.00	8,673.00	8,650.00	100.27%	0.00	(23.00)
Travel & Accom.-Staff	5,351.85	34,230.36	38,300.00	89.37%	0.00	4,069.64
Travel & Accom.-Directors	3,735.60	21,279.70	29,600.00	71.89%	0.00	8,320.30
Travel & Conference	9,147.45	76,759.06	90,475.00	84.84%	0.00	13,715.94
Membership/Sponsorship	3,095.00	90,221.73	90,437.00	99.76%	0.00	215.27
CDR Support	9,990.25	39,961.00	39,961.00	100.00%	0.00	0.00
Dues & Memberships	13,085.25	130,182.73	130,398.00	99.83%	0.00	215.27
Business Expense	477.05	5,365.39	7,000.00	76.65%	0.00	1,634.61
Maintenance Office	6,606.63	88,531.42	110,768.00	79.93%	19,481.31	2,755.27
Building Repair & Maintenance	132.51	15,427.71	20,800.00	74.17%	5,597.29	(225.00)
Storage Rental & Equipment Lease	955.18	35,886.14	40,708.00	88.16%	5,330.86	(509.00)
Office Supplies	2,578.21	25,683.00	24,288.00	105.74%	513.46	(1,908.46)
Postage/Mail Delivery	365.96	9,203.34	11,100.00	82.91%	417.88	1,478.78
Subscriptions & Books	137.80	1,237.97	1,600.00	77.37%	0.00	362.03
Reproduction Expense	2,641.18	16,343.28	90,625.00	18.03%	3,466.80	70,814.92
Maintenance-Computers	106.92	6,017.82	6,000.00	100.30%	948.96	(966.78)
Software Purchase	803.30	15,971.03	25,515.00	62.59%	120.24	9,423.73
Software Support	1,948.67	21,365.21	28,869.00	74.01%	0.00	7,503.79
Computers and Equipment	130.30	8,563.57	9,300.00	92.08%	0.00	736.43
Automotive Expense	1,310.33	12,644.97	13,300.00	95.07%	0.00	655.03
Toll Road Charges	52.59	821.34	1,250.00	65.71%	0.00	428.66
Insurance Expense	6,721.20	92,386.04	97,000.00	95.24%	0.00	4,613.96
Utilities - Telephone	1,329.99	13,559.39	16,900.00	80.23%	0.00	3,340.61
Bank Fees	873.98	9,547.01	10,700.00	89.22%	0.00	1,152.99
Miscellaneous Expense	5,409.74	49,541.84	109,700.00	45.16%	292.99	59,865.17
MWDOC's Contrb. To WEROC	10,709.00	117,799.00	128,508.00	91.67%	0.00	10,709.00
Depreciation Expense	1,167.00	21,319.96	0.00	0.00%	0.00	(21,319.96)
Other Expenses	44,457.54	567,215.43	753,931.00	75.23%	36,169.79	150,545.78
Election Expense	0.00	272,536.97	444,000.00	61.38%	0.00	171,463.03
MWDOC's Building Expense	0.00	4,755.55	168,000.00	2.83%	3,462.00	159,782.45
TOTAL EXPENSES	570,107.28	6,063,562.73	8,025,808.00	75.55%	703,367.80	1,258,877.47
NET INCOME (LOSS)	(546,615.94)	2,149,184.77	0.00			

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
Water Fund
From July 2014 thru May 2015

	Month to Date	Year to Date	Annual Budget	% Used	Budget Remaining
<u>WATER REVENUES</u>					
Water Sales	11,083,737.60	157,283,667.80	163,874,103.00	95.98%	6,590,435.20
Readiness to Serve Charge	1,100,100.87	12,469,627.35	13,946,682.00	89.41%	1,477,054.65
Capacity Charge CCF	368,705.00	3,673,175.02	3,659,300.00	100.38%	(13,875.02)
SCP Surcharge	25,325.17	273,411.16	361,200.00	75.70%	87,788.84
Interest	258.00	2,575.50	4,275.00	60.25%	1,699.50
TOTAL WATER REVENUES	12,578,126.64	173,702,456.83	181,845,560.00	95.52%	8,143,103.17
<u>WATER PURCHASES</u>					
Water Sales	11,083,737.60	157,283,667.80	163,874,103.00	95.98%	6,590,435.20
Readiness to Serve Charge	1,100,100.87	12,469,627.35	13,946,682.00	89.41%	1,477,054.65
Capacity Charge CCF	368,705.00	3,673,175.02	3,659,300.00	100.38%	(13,875.02)
SCP Surcharge	25,325.17	273,411.16	361,200.00	75.70%	87,788.84
TOTAL WATER PURCHASES	12,577,868.64	173,699,881.33	181,841,285.00	95.52%	8,141,403.67
EXCESS OF REVENUE OVER EXPENDITURES	258.00	2,575.50	4,275.00		

Municipal Water District of Orange County
WUE Revenues and Expenditures (Actuals vs Budget)
From July 2014 thru May 2015

	Year to Date Actual	Annual Budget	% Used
Landscape Performance Certification			
Revenues	110,508.36	116,000.00	95.27%
Expenses	92,569.75	116,000.00	79.80%
Excess of Revenues over Expenditures	17,938.61	0.00	
SmarTimer Program			
Revenues	87,007.09	50,467.00	172.40%
Expenses	50,614.05	50,467.00	100.29%
Excess of Revenues over Expenditures	36,393.04	0.00	
Industrial Water Use Reduction			
Revenues	103,532.25	113,980.00	90.83%
Expenses	103,548.24	113,980.00	90.85%
Excess of Revenues over Expenditures	(15.99)	0.00	
Spray To Drip Conversion			
Revenues	105,412.31	65,342.47	161.32%
Expenses	105,313.87	65,342.47	161.17%
Excess of Revenues over Expenditures	98.44	0.00	
Water Smart Landscape for Public Property			
Revenues	152,978.44	1,248,000.00	12.26%
Expenses	86,798.43	1,248,000.00	6.96%
Excess of Revenues over Expenditures	66,180.01	0.00	
Member Agency Administered Passthru			
Revenues	335,638.03	27,143.00	1236.55%
Expenses	339,926.12	27,143.00	1252.35%
Excess of Revenues over Expenditures	(4,288.09)	0.00	
ULFT Rebate Program			
Revenues	356,752.63	132,250.00	269.76%
Expenses	342,415.38	132,250.00	258.92%
Excess of Revenues over Expenditures	14,337.25	0.00	
HECW Rebate Program			
Revenues	488,255.81	403,000.00	121.16%
Expenses	462,162.25	403,000.00	114.68%
Excess of Revenues over Expenditures	26,093.56	0.00	
CII Rebate Program			
Revenues	38,678.00	159,250.00	24.29%
Expenses	10,878.00	159,250.00	6.83%
Excess of Revenues over Expenditures	27,800.00	0.00	
Large Landscape Survey			
Revenues	65,959.78	32,000.00	206.12%
Expenses	44,921.62	32,000.00	140.38%
Excess of Revenues over Expenditures	21,038.16	0.00	
Indoor-Outdoor Survey			
Revenues	5,433.79	5,200.00	104.50%
Expenses	0.00	5,200.00	0.00%
Excess of Revenues over Expenditures	5,433.79	0.00	
Turf Removal Program			
Revenues	9,309,108.70	725,000.00	1284.01%
Expenses	9,342,916.11	725,000.00	1288.68%
Excess of Revenues over Expenditures	(33,807.41)	0.00	

Municipal Water District of Orange County
WUE & Other Funds Revenues and Expenditures (Actuals vs Budget)
From July 2014 thru May 2015

	Year to Date Actual	Annual Budget	% Used
Comprehensive Landscape (CLWUE)			
Revenues	723,986.26	258,690.00	279.87%
Expenses	<u>116,043.95</u>	<u>258,690.00</u>	44.86%
Excess of Revenues over Expenditures	607,942.31	0.00	
Home Certification and Rebate			
Revenues	39,111.16	248,050.00	15.77%
Expenses	<u>75,036.94</u>	<u>248,050.00</u>	30.25%
Excess of Revenues over Expenditures	(35,925.78)	0.00	
CII, Large Landscape, Performance (OWOW)			
Revenues	511,248.90	145,960.00	350.27%
Expenses	<u>25,513.17</u>	<u>145,960.00</u>	17.48%
Excess of Revenues over Expenditures	485,735.73	0.00	
WEROC			
Revenues	249,705.38	248,622.00	100.44%
Expenses	<u>208,613.40</u>	<u>248,622.00</u>	83.91%
Excess of Revenues over Expenditures	41,091.98	0.00	
WUE Projects			
Revenues	12,433,611.51	3,730,332.47	333.31%
Expenses	<u>11,198,657.88</u>	<u>3,730,332.47</u>	300.21%
Excess of Revenues over Expenditures	1,234,953.63	0.00	
RPOI Distributions			
Revenues	4,746.00	4,921.00	96.44%
Expenses	<u>4,746.00</u>	<u>4,921.00</u>	96.44%
Excess of Revenues over Expenditures	0.00	0.00	
Ocean Desalination			
Revenues	0.00	0.00	0.00%
Expenses	<u>(2,045.46)</u>	<u>0.00</u>	0.00%
Excess of Revenues over Expenditures	2,045.46	0.00	



CONSENT CALENDAR ITEM

July 15, 2015

TO: Administration & Finance Committee
(Directors Thomas, Osborne, Finnegan)

FROM: Robert Hunter, General Manager

Staff Contact: Heather Baez

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) 2015 BOARD OF DIRECTORS ELECTION – SOUTHERN NETWORK REGION, SEAT A

STAFF RECOMMENDATION

Staff recommends that the Board of Directors review the candidates and authorize President Dick, or his designee, to cast the District's ballot for the CSDA Board of Directors Southern Network, "Seat A."

COMMITTEE RECOMMENDATION

Committee concurred with staff recommendation.

SUMMARY

CSDA is governed by an 18-member Board of Directors elected by mail ballots. The Board consists of three directors from each of the six networks (Northern, Sierra, Bay Area, Central, Coastal & Southern) throughout California. The Board meets bimonthly in Sacramento to guide the Association's legislative and member benefit programs.

Each CSDA member in good standing is entitled to vote for one director to represent its network. Ballots must be received at the CSDA office in Sacramento by August 7, 2015.

There are two candidates seeking election to fill Seat A on the CSDA Board of Directors, Southern Network Region, which includes Imperial, Los Angeles, Orange, Riverside, San Bernardino and San Diego Counties. Seat A is for a two-year term, ending in 2018. Incumbent Jo MacKenzie, Director for the Vista Irrigation District, is seeking reelection to the CSDA Board of Directors.

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

Also running for Seat A is Gloria A. Dizmang, Director for the Palmdale Water District – a first time candidate for the CSDA Board of Directors.

Attached is background information on each candidate.

PREVIOUS ACTION

On May 20, 2015 the MWDOC Board voted unanimously to adopt a concurring Resolution in support of Jo MacKenzie (Vista Irrigation District) for CSDA Southern Network Seat “A” for the 2016-19 term. (This term actually expires in 2018.)



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

JUN 08 2015

MWD OF OC

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2015 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat A. Each of CSDA's six (6) networks has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its network.

We have enclosed the candidate information for each candidate who submitted one. Please vote for **only one** candidate to represent your network in Seat A and be sure to sign, date and fill in your member district information. If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 7, 2015**.

If you do not use the enclosed envelope, please mail in your ballot to:

California Special Districts Association
Attn: 2015 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814

Please contact Charlotte Lowe toll-free at 877.924.CSDA or charlottel@csla.net with any questions.



Candidate statement Southern network Seat A

Jo MacKenzie

PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS

It would be an honor to continue serving special districts on the CSDA Board of Directors.

I am committed to building on the present foundation of CSDA's educational programs and legislative and public outreach, so that CSDA continues to be recognized as the voice of all special districts. My enthusiasm, commitment, and comprehensive knowledge of special districts and LAFCO, along with my years of experience, will help me to be of service to your district as a member of the CSDA Board of Directors.

Representing the Southern Network, I will bring to the organization years of experience in local government and a strong understanding of how the California Special Districts Association can best serve its members.

I have served as CSDA President, Treasurer and the Chair of Legislative Committee. I know the commitment and time it takes to be an effective board member. A flexible schedule is paramount to being a successful Director. I have attended all board of director and assigned committee meetings, read through a myriad of legislation in order to relate to the Advocacy and Public Affairs Department what impact I think such legislation may have on districts' ability to provide local services

I have completed CSDA's Special District Leadership Academy which is a requirement to serve on the CSDA Board. Under my leadership, my district, Vista Irrigation District, has obtained the Special District Leadership Foundation District of Distinction Designation and the District Transparency Certificate of Excellence.

I believe it is important to the continued success and growth of CSDA that the Board of Directors remain committed to its mission: to provide legislative advocacy education and member services for all special districts.

Your District's vote will be greatly appreciated!

CANDIDATE STATEMENT FOR GLORIA A. DIZMANG

In December of 2011, I was sworn in as a Director of the Palmdale Water District Board. I knew little about water but I had agreed to serve an agency that was fairly beaten up—legally, economically, and in the area of morale. PWD was engaged in three lawsuits with the City of Palmdale. We had dropped in our credit rating and could no longer receive loans/grants. The employees were split into two warring camps.

Today, we are on our way to a stable and professional future, due to the actions of the new Board, on which I serve. This is what we have achieved:

- Low and consistent rate increases improved our credit to the point that we issued an \$8.5 million revenue bond for infrastructure.
- Provided a legal water rate assistance program for seniors.
- Settled all lawsuits with the City of Palmdale.
- Developed a Customer Care program to assist our rate-payers.
- Replaced 80% of our infrastructure from the 1950s.
- Reordered the organizational chart, without lay-offs, for more efficiency.
- Developed and implemented educational programs for our rate-payers. (top contender in ACWA's Best in Blue)
- Developed and continue to offer an intern program to train young people in the basic facets of the water industry.

As part of our Board, I was a leading member to move in these directions.

I believe my background in education can be of assistance in the CSDA. My experience in the area looks small in comparison to others who have served on many boards and in many organizations. Nevertheless, I can see things with a different perspective and am not afraid to speak up and to actively support change.

I would be honored to receive your vote. Thank you.



CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Jo MacKenzie

District/Company: Vista Irrigation District

Title: President, Board of Directors

Elected/Appointed/Staff: Elected

Length of Service with District: 23 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

- President 2011, Vice President 2010, Treasurer 2008-2009
- Finance Corporation 2007-2012, President 2012, 2013 and 2015
- Fiscal Committee, Chair 2008-2009; Audit Committee, Chair 2008
- Legislative Committee 2004-2015; Chair, 2006-2010 and 2012
- CSDA Legislative Advocate of the Year 2010
- Member Services Committee 2011-2015
- San Diego Chapter, Board of Directors 1993 to present, President 1998-2000
- Special District Leadership Foundation Board of Directors, Treasurer 2014-2015
- Graduate of CSDA Leadership Academy

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

- ACWA Board of Directors 2014-2015
- ACWA Local Government Committee 2012-2015; Chair 2014-2015
- ACWA Region 10 Board, Vice Chair, Alternate Chair, Director 1997-2010
- Special District Official of the Year by PublicCEO 2011

3. List local government involvement (such as LAFCO, Association of Governments, etc.):

- San Diego LAFCO, Regular Special Districts Member, 2015
- San Diego LAFCO, Alternate LAFCO Commissioner, 2008-2014
- San Diego LAFCO Special District Advisory Committee 1994-2008, Chair 2005-2008
- City of San Marcos Planning Commissioner, 1979-1986
- City of San Marcos Traffic Commission, 1999-2004
- City of San Marcos Budget Review Committee, 1980-1982 and 1995-2006, Chair 1996-2006

4. List civic organization involvement:

- San Marcos Chamber of Commerce, Lifetime Ambassador
- Graduate Leadership 2000, Cal State San Marcos
- Soroptimist International



CONSENT CALENDAR ITEM

July 15, 2015

TO: Board of Directors

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

Robert Hunter
General Manager

Staff Contact: J. Berg
WUE Programs Manager

SUBJECT: California Sprinkler Adjustment Notification System Irrigation Schedule Calculator

STAFF RECOMMENDATION

Staff recommends the Board of Directors:

1. Authorize the General Manager to enter into a professional services agreement with EcoLandscape California for development of the Irrigation Schedule Calculator, and
2. Authorize expenditure of budgeted WUE Choice funds in the amount of \$32,000 as MWDOC's share of project costs.

COMMITTEE RECOMMENDATION

Committee concurred with staff recommendation.

SUMMARY

In 2014, with funding support from the US Bureau of Reclamation, Metropolitan, the California Urban Water Conservation Council, the Irvine Ranch Water District, the Los Angeles Department of Water and Power, and MWDOC created the California Sprinkler Adjustment Notification System (CSANS). This system provides weekly or monthly irrigation scheduling notices to users via e-mail to better manage their irrigation. These notices also contain a variety of broader educational information or marketing messages for our incentive programs. A copy of an e-mail notice is provide as attachment A.

Budgeted (Y/N): Yes	Budgeted amount: \$35,000	Core __	Choice _X_
Action item amount: \$64,000		Line item: 62-7040	
Fiscal Impact (explain if unbudgeted): The cost to develop the Irrigation Schedule Calculator is \$64,000; MWDOC and USBR will each contribute \$32,000.			

The irrigation schedule modification notice provided by CSANS is based on a percent of an irrigation schedule to meet the peak summer irrigation need, also known as a peak summer schedule. To assist CSANS users, staff is proposing the development of a new Irrigation Schedule Calculator that provides for a more complete irrigation management system rather than just a percent adjustment. CSANS and the Irrigation Schedule Calculator can be used by residential or commercial landscape managers.

DETAILED REPORT

CSANS is currently being implemented throughout Orange County with 240 users. Users can sign-up for notifications at www.csans.net. Through a Department of Water Resources grant to the California Urban Water Conservation Council, CSANS will be expanded to the East Bay Municipal Utilities District and Bay Area Water Supply and Conservation Agency before the end of summer. Ultimately, it is staff's goal to have the Department of Water Resources administer CSANS throughout California.

The Irrigation Schedule Calculator will be designed to develop weekly or monthly irrigation schedules customized to the characteristics of each irrigation valve at a property. Users will input the type of plants, soil, sprinkler, and sun exposure for each irrigation valve. The calculator will then provide the number of minutes per day the irrigation system should run to irrigate the landscape. This schedule can be saved on the computer and can be printed and placed in the irrigation controller housing for easy reference to the landscaper. The calculator will be designed for use on desktop PCs, tablets, and mobile phones, and it can be used in conjunction with CSANS or independently, providing the maximum flexibility for its use.

The Irrigation Schedule Calculator will also give users the ability to develop a Landscape Site Map identifying the various hydrozones or irrigation valves in the landscape. This map can also be printed and placed in the irrigation controller housing for easy reference.

In addition to the Irrigation Schedule Calculator, the services requested include two videos. A promotional video, 30 seconds in length, will highlight the benefits of CSANS and encourage homeowners to sign up for CSANS. The promotional video will be available for distribution to partner water agencies for use on their websites, at water use efficiency conferences, in local broadcast media outlets, for online ads, etc. An instructional video, 3-5 minutes in length, will walk residents through the CSANS enrollment process and use of the Irrigation Schedule Calculator. The main objectives of the instructional video are to both promote the CSANS enrollment process and to help simplify the development and use of the Irrigation Schedule.

Staff conducted a Request for Proposals process to select a contractor to develop the Irrigation Schedule Calculator. Two proposals were received; one from Enterprise Information Systems, Inc. which developed CSANS, and one from EcoLandscape California. Through an evaluation of the proposals by MWDOC and member agency staff, EcoLandscape California had the best combination of experience, team, and cost to develop the Irrigation Schedule Calculator. EcoLandscape California came highly recommended by the Regional Water Authority and Sacramento Water Forum. The EcoLandscape California cost proposal was not to exceed \$64,000. This cost is proposed to be shared equally through a grant awarded to MWDOC from the Bureau of Reclamation and through budgeted funds from MWDOC's Choice Water Use Efficiency Program.

Staff recommends the Board of Directors:

1. Authorize the General Manager to enter into a professional services agreement with EcoLandscape California for development of the Irrigation Schedule Calculator, and
2. Authorize expenditure of budgeted WUE Choice funds in the amount of \$32,000 as MWDOC's share of project costs.

Joe Berg

Subject:

FW: CSANS Weekly Sprinkler Adjustment



Here's your Sprinkler Adjustment Percentage

Thank you for using water wisely

Santa Margarita Water District
26111 Antonio Parkway
Rancho Santa Margarita, CA 92688



Please adjust your controller to 70%

Effective for the week of 6/26/2015
for property located in Rancho Santa Margarita, CA 92688



It's Time for a Sprinkler Spruce Up

When it comes to a home's irrigation system, a little maintenance goes a long way. Before you ramp up your watering efforts, spruce up your irrigation system by remembering four simple steps—inspect, connect, direct, and select. Homes with automatically timed irrigation systems use about 50 percent more water outdoors than those without. Your system can waste even more if it's programmed incorrectly, a sprinkler head is pointed in the wrong direction, or you have a leak. [Read More](#)



Drought Fact

On average, about half of California's statewide precipitation occurs in December, January and February. Only a handful of large winter storms account for the difference between a wet year and a dry one in California. Don't forget, if a rain event does occur, irrigating turf or ornamental landscapes during and 48 hours following measurable precipitation is prohibited. [Read More](#)



Setup Controller for Percent Adjust

New to CSANS? This irrigation calculation tool will help you setup your controller/timer to begin using the percent adjust feature. [Read More](#)

Want less frequent adjustments? Switch to [monthly](#) delivery. You may also [unsubscribe](#) or [email](#) the CSANS Program Administrator.





CONSENT CALENDAR ITEM

July 15, 2015

TO: Board of Directors

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

Robert Hunter, General Manager

Staff Contact: Harvey De La Torre
Karl Seckel

**SUBJECT: Selection of a Consulting Team to assist in the development of
MWDOC's and Participating Agencies' 2015 Urban Water Management
Plans**

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to enter into a professional services contract with Arcadis to assist in the development of MWDOC's and Participating Agencies' 2015 Urban Water Management Plans and authorize the General Manager to enter into Agreements with various agencies for cost-sharing this effort and authorize expenditure of \$31,510 for preparation of MWDOC's UWMP.

Depending on the number of participating agencies, the contract amount can range up to \$1.15 million with all agencies participating and including 100% of the allowance for time and materials additions, but is expected to be no more than \$650,000 in total based on the allowances utilized in preparation of the 2010 UWMPs with all agencies participating.

COMMITTEE RECOMMENDATION

Committee concurred with staff recommendation.

DETAIL REPORT

The California Water Code 10644 (a) requires water suppliers (including wholesalers), either publicly or privately owned, that provide water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet annually to submit an updated Urban Water Management Plan (UWMP) with the Department of Water Resources at least

Budgeted (Y/N): Yes	Budgeted amount: \$65,000	Core ____	Choice ✓
Action item amount: \$650,000 estimated		Line item: 02-23-7010 \$31,510 for MWDOC	
Fiscal Impact (explain if unbudgeted): MWDOC’s contribution is estimated at \$31,510 with the remaining revenue coming from the Participating Agencies.			

once every five years; in years ending in six or one. This year the UWMPs are due July 1, 2016.

While many of MWDOC's agencies are in process of starting preparation of their 2015 UWMPs either internally or by using a consultant, a number of agencies have asked MWDOC to facilitate a joint effort to retain one consulting firm to assist in updating their UWMP's as was done in 2010. In 2010, under a single contract, 22 UWMP's were prepared, including MWDOC's.

Based on this joint interest and the potential of saving costs through economies of scale, MWDOC is anticipating somewhere between 15 to 25 retail agencies to participate via the contract arrangement in 2015. With this in mind, MWDOC led the effort in preparing and issuing a Request for Proposals (RFP) for a single consultant to assist in developing UWMPs for retail agencies and MWDOC under the schedule below:

PREPARATION OF 2015 URBAN WATER MANAGEMENT PLANS FOR MWDOC AND A GROUP OF MWDOC MEMBER AGENCIES	
Task Item	Completion Date
1. MWDOC completion of draft in-house RFP	May 1
2. Send draft RFP to Potential Participating Agencies	May 1
3. Issue Draft RFP to Potential Consultants (issued to 8 consultants)	May 1
4. Conduct Mandatory Meeting for Consultants, Agencies are welcome (5 consultants participated)	May 18 2:30 PM MWDOC Offices
5. Closing date for submittal of comments and questions by Consultants and Agencies	May 21
6. Issuance of Final RFP	June 1
7. Proposals Due (2 proposals were received, involving 3 consultants)	June 15 3:00 PM
8. Selection Committee met to review and shortlist or select consultant or set the process for final selection of consultant (process may vary due to the number, quality and pricing of proposals)	June 24
9. Recommendation to MWDOC's P&O Committee	July 7
10. Notice to Agencies regarding UWMP selection, pricing and requesting final confirmation regarding commitments by various retail agencies	July 7 - 29
11. Authorization by the MWDOC Board	July 15
12. Notice to Proceed to Consultant	July 29

This shaded section is from the RFP which emphasized that MWDOC staff will be responsible for many activities with respect to preparation of the UWMPs since MWDOC works on a number of these activities in our normal course of business, and to keep the consultants costs to a minimum.

It was noted that MWDOC will be responsible for:

- Collecting and analyzing the data for completeness and consistency with other information available from the Participating Agencies and Metropolitan.
- Organizing the data into a format useable by the Consultant.
- MWDOC will be the primary contact and conduit with the Participating Agencies, except when follow-up information is required by the Consultant for documentation in the UWMP.
- Resolving any disagreements between the Consultant and any Participating Agency.
- MWDOC will be responsible for the 20 x 2020 (2015 interim) analysis for each Participating Agency.

In addition, MWDOC is working with its agencies on the Orange County Water Reliability Study, to be completed in the fall of 2015. Many of the items from the Study will facilitate development of the 2015 UWMP's for Orange County. The issues, including NEW requirements for the 2015 update are as follows:

1. 2015 OC Water Reliability Study (anticipated completion in Fall 2015)

- a. Water Demands (historical and projected)
- b. Estimated impact of WUE investments
- c. Demographics for each agency
- d. Water Loss Control for selected agencies
- e. 20 x 2020 Compliance (Regional OC Alliance) with 2015 reporting for the interim goal
- f. Reliability off of MET
- g. Local Projects, including Ocean Desalination, recycling and others

2. 2013 MWDOC WUE Master Plan (available from MWDOC website)

3. MET 2015 IRP Update (in progress)

4. MET 2015 UWMP – first draft report is anticipated in September/October with final draft in December 2015

5. OCWD Information

- a. 2014 OCWD Long Term Facilities Plan (available from OCWD website)
- b. 2015 Groundwater Management Plan update (available from OCWD website)

6. NEW UWMP REQUIREMENTS IN 2015

- a. 2015 interim goal for 20 x 2020 (MWDOC to provide, consultant to write up)
- b. Energy intensity of supplies (voluntary – not anticipated)

- c. More detailed discussion of DMM's for non-CUWCC signatories (consultant to provide for non-signatory agencies)
- d. Water loss reporting per AWWA methodology (MWDOC to provide for a number of agencies, consultant to write up; an extra item cost will be involved for those that have not done the water balance and top down audit – see itemized list of Time and Material Items on page 4).
- e. Electronic submittal of UWMP (consultant is responsible for preparation of the reports in the appropriate format, agencies to submit)
- f. Climate change impacts (MWDOC & MET to provide and consultant to write up)

7. Copies of the 2010 UWMP's are available on DWR's website.

The Consultant shall be primarily responsible for the writing and formatting of the UWMP for 2015 and documenting what was done and including the documentation in the UWMP as required. This includes preparation of the reports that will allow easy uploading to DWR in the required electronic format. The consultant shall also be responsible for any follow-up work required in the event that DWR does not find the reports to be acceptable or in the event DWR requires changes in the reports for up to 12 months after completion of the reports.

Proposals and Proposal Evaluation

On June 15, MWDOC received two proposals:

- Arcadis
- RMC/CDM Smith

It is staff's understanding that a number of consultants did not submit because of (1) competition from other firms who had previous experience working on a number of UWMPs in Orange County; and (2) the staff time required to complete up to +20 UMWPs while meeting other obligations made it difficult to commit a solid team. Fortunately, both Arcadis and RMC/CDM Smith proposals met all of the requirements of the RFP and demonstrated well-qualified teams with experience in writing and preparing UWMPs and the overall pricing of the proposals was similar. The differences between the two proposals was primarily in their approach to completing up to 25 plans simultaneously and the number of staff members that could potentially be involved (5 plus administration from Arcadis and 18 plus administration from RMC/CDM Smith).

MWDOC convened a review group to review and rank the proposals and approach. Staff from Mesa, Anaheim and MNWD participated along with MWDOC staff in the evaluation process. The selection process was very tight between the proposals, but the group recommended Arcadis for the contract based on the clarity of their proposal and including that many of the same employees were involved in completion of the UWMPs in 2010, which was considered to be very successful by MWDOC and its agencies.

Below is the basic pricing proposal submitted by Arcadis, without any of the contingency pricing items requested:

Arcadis Proposal Price Summary per UWMP per Agency Category (Basic Cost Without Contingency items)		
UMWP Category	Arcadis Proposal	
	Minimum of 15 Agencies	Minimum of 25 Agencies
MWDOC	\$26,410	
OCWD Groundwater Agencies	\$18,240	\$18,240
OCWD Groundwater Agencies with Recycled Water	\$19,040	\$19,040
South Orange County Agencies with Recycled Water	\$17,890	\$17,890
Non-OCWD North County Groundwater Basin Agencies	\$18,990	\$18,990
South OC Agencies without Recycled Water	\$17,390	\$17,390

Recommendation

Staff's recommendation is to proceed with a single contract with Arcadis for all agencies who elect to participate in the contract. **Attachment A** includes the total potential list of all agencies including Anaheim, Fullerton and Santa Ana and MWDOC. MWDOC staff and Legal Counsel have developed a DRAFT Cost Share Agreement for consideration by all of the agencies. The plan at this point is to solicit formal commitments for participation by all of the agencies by the end of July. Any agencies that elect not to participate will be dropped from the group.

Attachment A has the estimated total cost per agency, including the time and materials contingency allowances. The total basic UWMP contract cost, with all agencies participating, is \$503,000 - with all contingency items included, **Attachment A** shows a potential contract of \$1.15 million, however, based on the 2010 utilization of the contingency items, a total final contract price of \$650,000 or less is expected.

MWDOC budgeted funding in 2014-15 for the UWMP in the amount of \$65,000. Staff recommends encumbering funding in the amount of \$31,510 from the 2014-15 budget towards completion of its UWMP as outlined in **Attachment A**.

Attachment A														
List of Potentially Interested MWD/OC Agencies														
For Development of Urban Water Management Plans for 2015														
	Budget Groupings of Agencies	Base Price	Itemized Time and Materials Cost Allowance (Contingency Items)											
			Printing costs for additional copies (\$300 per copy)	Additional Coordination costs due to limited staff & complicated arrangements	CUMCC reporting agency	Additional time to complete Revenue Storage Impact Section	Implement a "Communication Plan" from MFC to other sources on the data tables	Attendance at Agency Management/Board/Council Meetings (\$1,000 per mg - assume 3 mgs)	Agencies who have not completed a top down audit	Agencies who request assistance in revising their Water Storage Contingency Plan	Agencies who might want assistance in assessing their current demand projection model or methodology	Total With All Contingencies		
MWD/OC														
1.	MWD/OC	\$26,410	\$ 900	\$0	\$0	\$0	\$1,200	\$3,000	\$0	\$0	\$0	\$31,510		
OCWD Groundwater Agencies														
2.	City of Buena Park	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
3.	City of Fullerton (not a part of MWD/OC)	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
4.	City of Garden Grove	\$18,240	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,570		
5.	City of La Palma	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
6.	City of Orange	\$18,240	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,570		
7.	Serrano Water District	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
8.	City of Seal Beach	\$18,240	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,570		
9.	City of Tustin	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
10.	Yorba Linda Water District	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
11.	City of Westminster	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
12.	East Orange County Water District (1)+B37	\$19,986	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$43,316		
OCWD Groundwater Agencies with Recycled Water														
13.	City of Anaheim (not part of MWD/OC)	\$19,040	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$42,370		
14.	City of Fountain Valley	\$19,040	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$42,370		
15.	City of Newport Beach	\$19,040	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$42,370		
16.	City of Santa Ana (not a part of MWD/OC)	\$18,240	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,570		
17.	Huntington Beach	\$18,240	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,570		
18.	Mesa Water	\$19,040	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$42,370		
South County Agencies with Recycled Water														
19.	City of San Clemente	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
20.	El Toro Water District	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
21.	South Coast Water District	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
22.	Moulton Niguel Water District	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
23.	City of San Juan Capistrano	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
24.	Santa Margarita Water District	\$17,890	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$44,220		
25.	Trabuco Canyon Water District	\$17,890	\$ 900	\$3,310	\$0	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$41,220		
Non-OCWD Groundwater Agencies														
26.	City of Brea	\$18,990	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$45,320		
27.	City of La Habra	\$18,990	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$45,320		
South County Agencies without Recycled Water														
28.	Laguna Beach County Water District	\$17,390	\$ 900	\$3,310	\$3,000	\$1,800	\$3,920	\$1,200	\$3,000	\$2,260	\$5,440	\$43,720		
Total for All Agencies			\$502,996	\$24,300	\$86,060	\$36,000	\$46,800	\$101,920	\$32,400	\$81,000	\$58,760	\$39,000	\$141,440	\$1,150,676
EOCWD = Wholesale & Retail Plans under one														

(1) EOCWD = Wholesale & Retail Plans under one



ACTION ITEM

July 15, 2015

TO: Board of Directors

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

Robert Hunter
General Manager

Staff Contact: J. Berg
WUE Programs Manager

SUBJECT: Proposition 84 Drought Response and US Bureau of Reclamation Water Smart Grant Funding Agreements

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to sign:

1. The US Bureau of Reclamation Agreement for implementation of the Comprehensive Landscape Water Use Efficiency Program, and
2. An Assignment Agreement between MWDOC and OCWD to access the Proposition 84 Integrated Regional Water Management 2014 Drought Grant for implementation of a Turf Removal Rebate Program targeting Public Agencies and Homeowner Associations.

COMMITTEE RECOMMENDATION

Committee recommended this for approval by a 2-1 vote, with Directors Osborne and Hinman in favor and Director Barbre opposed.

SUMMARY

MWDOC has been awarded two new grants for continuation of landscape water saving and technical assistance programs. The first award is \$299,956 from the Bureau of Reclamation through the Water and Energy Efficiency Grant Program for implementation of the Comprehensive Landscape Water Use Efficiency Program. The second award is \$880,894 through an Assignment Agreement from Orange County Water District. This funding comes from the Department of Water Resources through the Proposition 84 Drought Response grant awarded to the Santa Ana River Watershed Project Authority.

Budgeted (Y/N): N/A	Budgeted amount: N/A	Core __	Choice <u>X</u>
Action item amount: \$1,180,850		Line item: N/A	
Fiscal Impact (explain if unbudgeted): These grant funds totaling \$1,180,850 will be applied to MWDOC's existing rebate programs.			

DETAILED REPORT

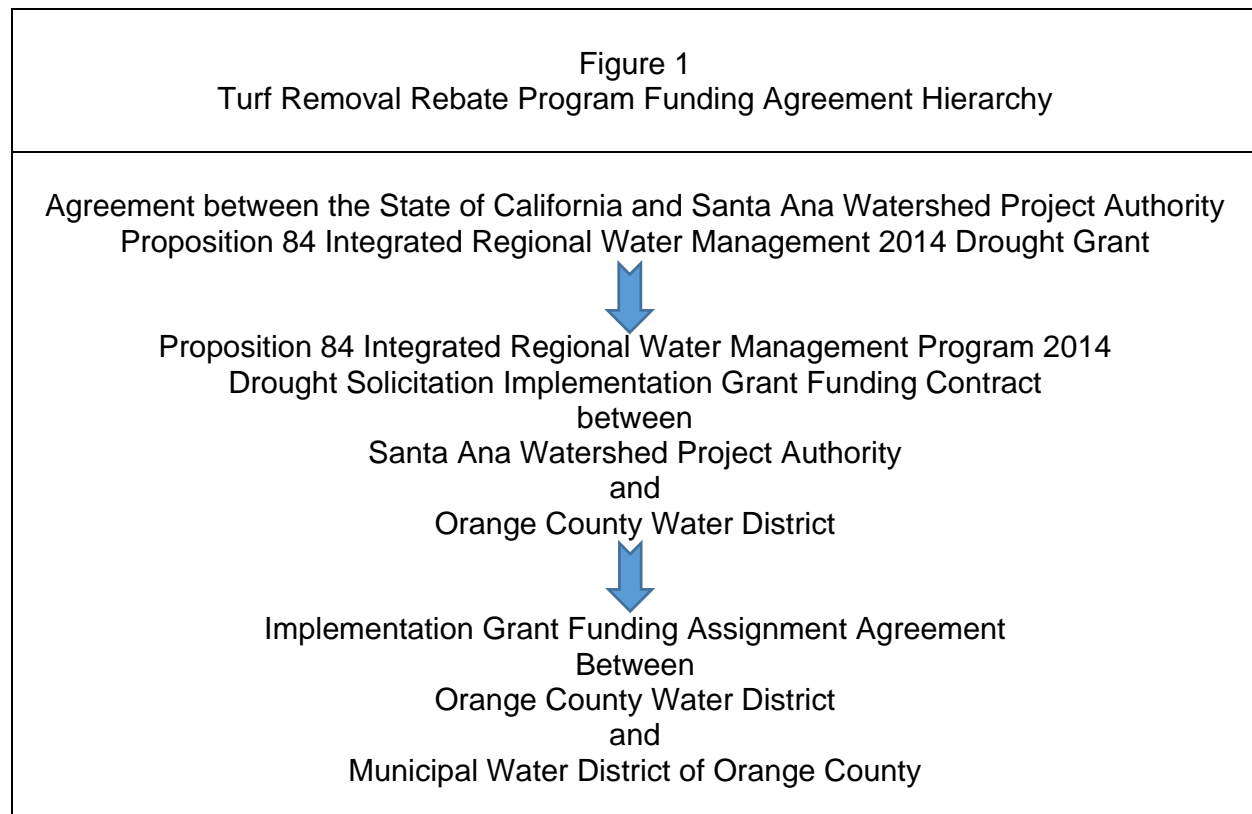
MWDOC has been awarded two grants for continuation of landscape water saving and technical assistance programs. Both grants will help to foster the transformation of turf intensive landscapes to a California Friendly landscapes throughout Orange County.

Comprehensive Landscape Water Use Efficiency Program

The first award is \$299,956 from the Bureau of Reclamation through the Water and Energy Efficiency Grant Program for implementation of the Comprehensive Landscape Water Use Efficiency Program. A copy of this agreement is provided as Attachment A. Over the two-year term, MWDOC will target residential and commercial properties throughout Orange County. This Program will focus on turf removal, installation of smart irrigation timers, low-precipitation-rate irrigation equipment, and conversion of potable irrigation meters to non-potable sources of water (stormwater and recycled water).

Turf Removal Rebate Program

The second award is \$880,894 originating from Proposition 84 from the Department of Water Resources through a series of agreements as shown in Figure 1 below. Copies of these agreements are provided as Attachment B. This funding comes from the Department of Water Resources through the Santa Ana Watershed Project Authority, then to Orange County Water District and, finally, to MWDOC. These funds will be applied to MWDOC's Turf Removal Rebate Program and will be focused on highly visible public agency and homeowner association projects within the SAWPA watershed.



Staff will apply both these grants to existing rebate programs, thereby streamlining grant administration and minimizing staff time to implement the programs. Additionally, staff is in the process of completing the Grants Compliance Check List for each of these grants to ensure compliance with granting agencies.

**DRAFT GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
4600010903
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Santa Ana Watershed Project Authority, a public agency in the Counties of Los Angeles, Orange, Riverside, San Bernardino and in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Santa Ana Integrated Regional Water Management (IRWM) Plan (the One Water One Watershed 2.0 Plan) pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 30, 2018, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Project is estimated to be \$23,505,110.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$12,860,110.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$7,051,533. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Interregional Landscape Water Demand Reduction Program grant application. Exhibit F

identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee demonstrates the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and
 - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.
- State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share,

and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55. of Division 6 (CWC§10608 et. Seq.). Urban

water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application, must submit, until June 30, 2016:

- i) The progress toward the 2015 interim gallon per capita per day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:

<http://www.water.ca.gov/urbanwatermanagement>

- b) An agricultural water supplier receiving grant funding must:

- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the CWC. Before July 1, 2016:

- i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.

- 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:

<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>

- c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC § 10932 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
- b) Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Water Management Status Report: Until June 30, 2016, Grantee shall submit a status report (s) on implementation of SBx7-7 water conservation status> for the urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application. Status reports shall be uploaded via GRanTS annually no later than June 30 of every year." By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for the project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Santa Ana Watershed Project Authority
Celeste Cantu
General Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: ccantu@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Teji Sandhu
Division of Integrated Regional Water Management
901 P Street
Sacramento, CA. 94236-0001
Phone: (916) 651-9254
e-mail: Teji.K.Sandhu@water.ca.gov

Santa Ana Watershed Project Authority
Rich Haller
Executive Manager of Engineering & Operations
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: rhaller@sawpa.org

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

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Local Project Sponsors
Exhibit G – Report Formats and Requirements
Exhibit H – Requirements for Statewide Monitoring and Data Submittal
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit J – Project Monitoring Plan Components

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Santa Ana Watershed Project Authority

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Celeste Cantu
General Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date _____

DRAFT

EXHIBIT A WORK PLAN

This Proposition 84 Drought Round 2014 agreement implements 2 projects located in the Santa Ana River and Upper Santa Margarita IRWM Regions.

PROJECT 1: Conservation Based Reporting Tools and Rate Structure Implementation

GRANTEE: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION: The Conservation Based Reporting Tools and Rate Structure Implementation will implement a suite of measures across the Santa Ana River and the Upper Santa Margarita Watersheds to promote sustainable water-use conservation. The Program will achieve immediate and sustainable water conservation by assisting local retail agencies in developing conservation-based rate structures and providing customers personalized reports on water use through a web-based Water Consumption Reporting and Customer Engagement tool. Additionally, aerial mapping will be developed for the two watersheds to assist in the implementation of these conservation measures.

TASK 1 Direct Project Administration: Budget Category (a)

Task 1.1: Grant and Project Administration

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM Region, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- ☐ Executed funding agreement with DWR
- ☐ Financial Statements
- ☐ Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- ☐ Progress Reports
- ☐ Hardcopy and electronic invoices
- ☐ Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. As well, SAWPA will prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Draft and Final Project Completion Report

- ☐ Grant Completion Report

TASK 2 Land Purchase/Easement: Budget Category (b)

There are no easements or land purchases required for the Program.

Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of each of the components of the Interregional Landscape Water Demand Reduction Program. This will include:

- Tracking the acre feet (AF) of water saved through the implementation of Conservation Based Rate Structures.
- Tracking the acre feet (AF) of water saved through using web-based the Water Consumption Reporting and Customer Engagement tool

Deliverables:

- ☐ Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Implementation for this Conservation Program is broken down into the three components of work:

1. Develop and Implement Conservation-Based Rate Structures for customers
2. Application of a web-based Water Consumption Reporting and Customer Engagement Tool
3. Aerial Mapping

Task 4.1: Implementation Contracting

SAWPA will prepare a request for proposals, advertise, evaluate and recommend consultant and contract awards to the SAWPA Project Agreement (PA) 22 Committee for approval. SAWPA will work with selected consultants to implement the components of the Program as listed above.

Agency documentation of contracting activities conducted will be provided to SAWPA for reporting to DWR.

Deliverables:

- ☐ Summary of bid process
- ☐ Copy of awarded contracts
- ☐ Notice to Proceed

Subtask 4.2 Component 1 – Implementation of Conservation Based Rate Structures

Component 1 will be used to educate policy makers and local water retail agency staff on conservation-based water rate structures, develop new tools to utilize State water efficiency standards for indoor and outdoor water use, evaluate potential water savings and costs to implement conservation rate structures and outreach to over 70 water retail agencies located in the region with more direct assistance to no fewer than five and as many as 10 water retail agencies with implementing conservation-based rate structures within the region.

Subtask 4.2.1 – Conduct Solicitation Workshops & Outreach:

Facilitate approximately two initial workshops in the Santa Ana River Watershed (one in the lower basin and one in the upper basin) targeting water purveyors' elected officials and staff of the more than 70 water retail agencies located in the region. Follow-up workshops will be held for interested retail agencies and a video explaining water rate structures will be produced in order to reach a wide audience of staff and elected officials. Workshops will educate policy makers and staff on conservation-based rate structures, factors used in determining water efficiency standards for outdoor water use, water budget development, billing system requirements and other general issues related to conservation-based rates structure.

Outreach materials will be prepared to promote the program and target potential water purveyors. Outreach materials may include but are not limited to brochures, fact sheets, web blogs, webpages, power point presentations and informational videos (including video production).

Subtask 4.2.2 – Develop Tools that Utilize State Water Efficiency Standards for Indoor and Outdoor Water Use:

Develop tools to meet the State water efficiency standards for indoor and outdoor water use within the region. Assist local agencies to identify the amount of water a parcel needs to meet State water efficiency standards for indoor and outdoor water use as defined under SBX7 and AB1881. The tools may include daily evapotranspiration rate data gathering and reporting and water efficiency calculators and may incorporate the aerial mapping described as Subtask 4.4 Component 3. A consultant or public agency may assist water retail agencies in evaluating the potential water savings and costs to implement conservation rate structures within their service areas. Benefits examined will include the avoided cost of purchased water, lower Capital Improvement Program expenditures, and increased watershed quality from lower urban runoff, and will include billing system assessment, potential increase in staff, and public outreach.

Subtask 4.2.3 – Reimburse Costs of Retail Water Agencies for Adopting Conservation-Based Rate Structures:

In addition to the regional tools developed to help local agencies adopt conversation-based rate structures and conserve water, funding will be provided on a reimbursement basis to no fewer than five and as many as 10 water retail agencies.

Subtask 4.2.4 – Implement Conservation-Based Water Rate Structures:

From the work described in Task 4.2.3; consultant or public agency will assist no fewer than five and as many as 10 water retail agencies in implementing conservation-based rate structures within the region. This work includes sufficient support to lead these water retail agencies to adopt a conservation based rate structure.

Deliverables:

- ☐ Documentation of participating agencies in workshops, including sign-in sheets
- ☐ Outreach materials
- ☐ Participating agency evaluations of residential water budget with actual use.
- ☐ Documentation of implemented support tools such as mapping, billing, and accounting models and systems
- ☐ Resolutions of adoption of conservation-based rate structures

Subtask 4.3 Component 2 – Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool

This task includes the development and implementation of a web-based Water Consumption Reporting, Analytics and Customer Engagement tool for water retailers in the Santa Ana River Watershed and the EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This tool will utilize specialized software to integrate into the agencies' active water use efficiency program, and communication technology services to engage retail water agency customers showing current water use and delivering customized messaging and recommendations for taking water conservation actions.

Subtask 4.3.1 Customer Engagement Tool Implementation

The engagement tool will be made available, for approximately one year, to the water retailers. After this period of time, the tool will then be evaluated for value and effectiveness. Effectiveness will be determined by calculating the amount of water saved as a result of the tool's implementation.

Subtask 4.3.2 Outreach and Training

Outreach and training to educate water purveyors about the tool will be conducted through workshops, with approximately three being conducted throughout the three counties of the Santa Ana River Watershed and

approximately two workshops in the USMW (approximate total of eight workshops). Outreach materials may include examples of personalized water consumption reports used with other California water retailers.

Deliverables:

- ☐ Water Consumption Reporting, Analytics and Customer Engagement Web-portal with access and login capabilities for SAWPA.
- ☐ Documentation of participating agencies in workshops, including sign-in sheets.
- ☐ Outreach materials

Subtask 4.4 Component 3 – Aerial Mapping

SAWPA will contract for services to develop high resolution orthorectified imagery including infrared photogrammetry and possibly slope measurements for the of the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This data will be processed to assist in the development of map products that will support the development of water conservation tools such as conservation based water rates and water efficiency calculators that can provide water demand data up to the retail customer level.

Subtask 4.4.1 – Review and Report on Results of SAWPA/BOR Demonstration Project

SAWPA will review the results of the Santa Ana River Watershed Infrared Imagery Landscape Mapping Demonstration Project. This pilot project was conducted by SAWPA with funding from both the US Bureau of Reclamation and SAWPA and will be used to share key findings and recommendations to the PA 22 Committee for the aerial mapping component of the project.

Deliverables:

- ☐ Technical Memorandum detailing key findings from the Demonstration Project

Subtask 4.4.2 – Conduct Aerial Flights of Urban areas in Watershed

SAWPA will contract with a qualified firm to fly the study area and process the raw aerial data.

Deliverables:

- ☐ Raw data set(s)

Subtask 4.4.3 – Data Verification

SAWPA will review the data by using GIS to verify data location accuracy.

Deliverables:

- ☐ Statistical Report summarizing the data collected

Subtask 4.4.4 – Data Analysis and Development Landscape Percent Output

SAWPA will contract for and provide consultant oversight during analysis of the data by using GIS imagery tools to classify land use type and estimate the area irrigated for each parcel. This data will then be used to create map products that support the development of water conservation tools.

Deliverables:

- ☐ Statistical Summary of Watershed Data
- ☐ Map Products

Subtask 4.4.5 – Stakeholder Outreach and Workshop(s)

SAWPA will conduct outreach meetings with stakeholders to share aerial data and receive input on map products. SAWPA will provide approximately two workshops for stakeholders to review the aerial data and map products. The two workshops will include 1) workshop for PA 22 Committee to detail key findings of the Demonstration Project and 2) workshop for Stakeholders to Present Aerial Mapping Data and Draft Mapping Products.

Deliverables:

- Outreach Materials

Subtask 4.4.6 – Reporting

SAWPA will prepare a draft and final report to present the findings and recommendations of the Aerial mapping.

Deliverables:

- Draft Report
- Final Report

PROJECT 2: High Visibility Turf Removal and Retrofit**GRANTEE: SAWPA**

PROJECT DESCRIPTION: This task will provide incentive rebates to customers for turf removal and installation of drought tolerant landscaping and associated irrigation to augment existing turf removal programs available within the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watershed. This turf removal program will target “highly visible” publicly owned, institutional, and homeowner’s association (HOA) areas for turf replacement. Incentive rebates are anticipated to be up to \$1 per square foot (SF) from the grant and up to \$2 per SF from the Metropolitan Water District (MWD) rebate program referred to as SoCal Water\$mart or similar local rebate program. A minimum of 4,000,000 square feet of turf will be removed from the Santa Ana River Watershed, and a minimum of 950,000 square feet of turf will be removed from the Upper Santa Margarita Watershed.

TASK 1 Direct Project Administration: Budget Category (a)**Task 1.1: Project Administration**

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- Financial Statements
- Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. All reports shall be prepared and presented in accordance with the provision of Exhibit G

Deliverables:

- ☐ Draft and Final Project Completion Report

TASK 2 Land Purchase/Easement: Budget Category (b)

There are no easements or land purchases required for the Program.

Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of the Institutional, Publicly Owned and HOA Turf Removal Rebate Program by tracking the square feet (SF) of highly visible , Institutional, Publicly Owned and HOA Turf Removed.

Deliverables:

- ☐ Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Each of the SAWPA member agencies will enter into a separate contract with SAWPA in order to receive and allow oversight of grant fund use in each SAWPA member agency area.

For San Bernardino Valley Municipal Water District (SBVMWD), SAWPA will enter into an agreement to implement a turf rebate program within its service area. The other member agencies already have existing turf removal rebate programs that they coordinate with the Metropolitan Water District of Southern California (MWD) SoCal Water\$mart program.

In order to ensure efficient implementation, each of the member agencies may also contract with a landscape contractor to perform the turf removal and replacement within their service area. In selecting a landscape contractor, each of the agencies will conduct their RFP process in accordance with their procurement policy or use their conservation program's existing landscape contractor. Applications can be developed by each agency to define whether the water agency or the applicant hires their own landscape contractor, and how the rebate funding will be administered.

Task 4.1 Implementation

Each of the SAWPA member agencies and rebate partners, working with SAWPA, will implement a turf removal program with an up to \$3/SF rebate. The member agencies will contact the publicly owned, HOAs, and institutional sites within their service areas and conduct the necessary outreach to explain the rebate available and how turf removal can reduce their monthly water bills. The turf removal program will be advertised on the member agencies websites, which will include links to the rebate application for their areas.

Work under this task may include agencies creating their own application that may mirror the MWD SoCal Water\$mart application but also includes the high visibility criteria component. Each rebate applicant in a member agency area may submit the rebate application to the member agency/partnering agency to reserve a rebate in the amount of up to \$2/SF . The member agency or their partnering agency could then offer that rebate application to MWD in order to begin the process to reserve the MWD rebate or similar rebate program.

Subtask 4.1.1 Outreach and Website:

Development of a new interregional website is proposed to provide climate-zone specific landscape guidance and landscaping support to the member agencies. The website may include the majority of the following information, but is not limited to:

- descriptions of climates by region within the watershed
- maps showing average evapotranspiration rates
- information on plant soils including texture, drainage, fertility, compost, mulch, and amendments;
- irrigation design and layout including equipment, scheduling, non-point source pollution;
- information and tips on plant care, pruning, pests and a guide to designing landscapes.

Due to its watershed scope, the web based information could be located on SAWPA's website and linked to the member agencies and the IEfficient.com website.

Deliverables:

- Turf Removal Rebate applications from each member agency or partnering agency
- Link to new interregional website
- Outreach activities

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**EXHIBIT B
BUDGET**

		(a)	(b)	(c)	(d)	(e)
Individual Project Title		Implementing Agency	Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
1	Conservation Based Reporting Tools and Rate Structure Implementation	SAWPA	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610
2	High Visibility Turf Removal and Retrofit	SAWPA	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500
Proposal Total (Sum rows 1 through 2 for each column)			\$ 12,860,110	\$ 7,051,533	\$ 3,593,467	\$ 23,505,110
The overall funding match for this project is 30%						

Individual Budgets

Project 1 - Conservation Based Reporting Tools and Rate Structure Implementation					
GRANTEE: SAWPA					
		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ 875,000	\$ -	\$ -	\$ 875,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 50,000	\$ -	\$ -	\$ 50,000
(d)	Construction/Implementation	\$ 6,662,610	\$ -	\$ -	\$ 6,662,610
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610
*List sources of funding: Contributions from member agencies, their sub-agencies, and others.					

Project 2 – High Visibility Turf Removal and Retrofit					
GRANTEE: SAWPA					
		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ -	\$ -	\$ 100,000	\$ 100,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/Implementation	\$ 5,272,500	\$ 7,051,533	\$ 3,493,467	\$ 15,817,500
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500

***List sources of funding:** Contributions from member agencies, their sub-agencies, and others (EMWD, IEUA, OCWD, SBVMWD, WMWD, RCWD, and MWDSC rebate program). The overall funding match for this project is 30%

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**EXHIBIT C
SCHEDULE**

Project 1: Conservation Based Reporting Tools and Rate Structure Implementation (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Grant and Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	3/31/18	50
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	12/31/17	48
Task 4.1 Implementation Contracting	1/17/14	9/30/15	20
Task 4.2 Implementation	1/17/14	12/31/17	48

Project 2: High Visibility Turf Removal and Retrofit (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	3/31/18	50
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	12/31/17	48
Task 4.1 Implementation	1/17/14	12/31/17	48

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project(s) or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be

considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any

action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2014-08

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO OBTAIN AN INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION GRANT**

WHEREAS, the Santa Ana Watershed Project Authority is recognized by the State of California as the regional planning agency to coordinate, prepare, and implement Integrated Regional Water

WHEREAS, the agency recently conducted a process as part of its One Water One Watershed planning process where the Interregional Landscape Water Demand Reduction Program was identified and would provide immediate and sustainable water conservation as well as multiple benefits to the region;

WHEREAS, the Santa Ana Watershed Project Authority has demonstrated that the Interregional Landscape Water Demand Reduction Program has been vetted through the Regional Water Management Group;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Santa Ana Watershed Project Authority (SAWPA) hereby authorizes that an application be prepared and submitted to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive grant funding for the Interregional Landscape Water Demand Reduction Program.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

ADOPTED this 15th day of July, 2014.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____

Phil Anthony, Chair

EXHIBIT F
LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Conservation Based Reporting Tools and Rate Structure Implementation	SAWPA	11615 Sterling Avenue Riverside, CA 92503
Project 2 – High Visibility Turf Removal and Retrofit	SAWPA	11615 Sterling Avenue Riverside, CA 92503

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:

- Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
- Project cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

- A final schedule showing individual project's actual progress duration versus planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.,: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM 2014
DROUGHT SOLICITATION
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
ORANGE COUNTY WATER DISTRICT

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") 2014 Drought Solicitation Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and Orange County Water District ("OCWD"), the "Sub-Grantee". SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, Section 79560 et seq. of the Water Code establishes the IRWMP providing approximately \$900 million for local assistance grants to be allocated to projects to protect from drought, improve water quality and improve water security by reducing dependence on imported water; and

WHEREAS, in [Month Day 2015], the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 Integrated Regional Water Management Implementation Grant Agreement ("Grant Agreement") providing that SAWPA would serve as the program manager for the \$12,860,110 in IRWMP grant funds to be disbursed to the Sub-Grantee, consistent with IRWMP requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River and the Upper Santa Margarita Watersheds; and

WHEREAS, consistent with the Proposition 84 Integrated Regional Water Management Implementation Program Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the \$12,860,110 in IRWMP grant funds for its components of the Interregional Landscape Water Demand Reduction Program by way of this Contract with the Sub-Grantee; and

WHEREAS, Interregional Landscape Water Demand Reduction Program will implement a suite of measures that include the Institutional and HOA Turf Removal Project, Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool Project, Aerial Mapping Project, and Implementation of Conservation Based Rate Structures Project across the Santa Ana River Watershed and portions of the Upper Santa Margarita Watershed to promote sustainable water-use conservation; and

WHEREAS, the Sub-Grantee is implementing the Interregional Landscape Water Demand Reduction Program in coordination with the other Sub-Grantees to the Grant Agreement, in addition to SAWPA, which include Eastern Municipal Water District, Inland Empire Utilities Agency, San Bernardino Valley Municipal Water District, Western Municipal Water District and Rancho California Water District; and

WHEREAS, the Project Agreement 22 Committee ("Committee") will issue Policy Statements as needed regarding the allocation of funds for the Interregional Landscape Water Demand Reduction Program and other policy provisions for the Program.

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract, the Parties hereby agree to the following:

SECTION 1.

PROJECT DESCRIPTION

The Sub-Grantee's Project is the Institutional and HOA Turf Removal Project ("Project") component of the Interregional Landscape Water Demand Reduction Program as described in the Grant Agreement. The Project will be implemented in Orange County by the Sub-Grantee and the Municipal Water District of Orange County (MWDOC) within the Santa Ana River Watershed by providing financial incentives to highly visible properties that are maintained by a public agency or a homeowner association (HOA) who apply for funding to support individual landscape retrofit projects. MWDOC has an existing landscape retrofit conservation program that provides customers in its service area a financial incentive for landscape retrofit projects subject to certain conditions. The Project will involve MWDOC paying from the grant up to \$1 per square foot to provide an increased incentive to institutional and HOA applicants that have highly visible landscape retrofit projects in order to conserve additional water and create a market transformation from ornamental turf grass to drought tolerant landscapes in the Santa Ana River and the Upper Santa Margarita Watersheds.

SAWPA shall confer with OCWD to ensure individual landscape retrofit projects as part of the Project occur within the confines of the Metropolitan Water District service area and the Santa Ana River Watershed before payment under the Grant Agreement occurs. The Sub-Grantee shall maintain adequate reporting and record keeping for the IRWMP grant funds and local cost share allocated by the Committee's Policy Statements.

SECTION 2.

CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement between DWR and SAWPA entered into on [Date], [Agreement No. XX], attached hereto as **Attachment "A"**.

In the event of any inconsistency between this Contract and the Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the Grant Agreement. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the Grant Agreement.

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the "Grantee" under the terms of the Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as "Grantee."

SECTION 3.

ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated reasonable cost of the Institutional and HOA Turf Removal Project at the time of SAWPA's and DWR's approval of the Project is **Two Million Fifty-Nine Thousand Seventeen** dollars (\$2,059,017) for at least 824,228 square feet of turf retrofitted. The IRWMP grant and local matching funds will be provided to individual landscape retrofit projects on properties owned and maintained by a

homeowner association or public agency, whereby each individual property can receive no more than \$250,000 in IRWMP grant funds per the policy statement issued by the Committee.

Eight Hundred Eighty Thousand Eight Hundred Ninety-Four dollars (\$880,894) is the Sub-grantee's share of the IRWMP grant funds designated for implementing this Project within the Santa Ana River Watershed as designated by the Committee's policy statement. In order to meet the qualifications for this grant, the Sub-Grantee will require that MWDOC conserve, at a minimum, approximately 111 AFY of water, approximately 44 gallons per square foot per year, and retrofit 824,228 square feet of turf by June 30, 2018. The designated required local cost share is \$1,178,123. The allocation of IRWMP grant funds between the Sub-Grantees to the Grant Agreement is subject to reallocation by the Committee as designated by the Committee's policy statements.

Subject to all of the terms, provisions, and conditions of this Contract, and subject to the availability of the grant funds, SAWPA shall disburse such grant funds in an amount not to exceed the Sub-Grantee's allocation designated by the Committee. However, SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR. Local match funds shall not include SRF loans per DWR criteria.

If MWDOC or the Sub-Grantee proceeds to approve applications and make obligations through its conservation program, the final grant amount will be determined in accordance with the provisions of this Contract. If MWDOC or the Sub-Grantee fails or refuses to proceed with or complete the project within the project period, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

If actual Project costs exceed the Project's estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedence.

Eligible project costs include the reasonable costs of removing turf grass, materials, dumping fees, equipment rental, design work and labor costs by licensed contractor at individual project sites that meet the criteria established by the Committee, such as high visibility.

Costs not eligible for reimbursement or eligible to be counted as local match include, but are not limited to:

- Costs incurred before the dates specified below.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment that is not an integral part of the project.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for on-going programs.
- Monitoring and assessment costs for efforts required after project construction is complete.
- Support of existing agency requirements and/or mandates in response to negligent behavior.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project.
- Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement.
- Overhead not directly related to project costs.
- Travel and per diem costs.

Work performed after January 1, 2010, are eligible to be counted as local match. Work performed on or after January 17, 2014, is eligible for reimbursement.

SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT

The Scope of Work shall be as provided for Sub-Grantee's component project described in the Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement.

SECTION 6. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Contract. The Sub-Grantee shall maintain separate Project accounts in accordance with generally accepted government accounting standards and the conditions outlined in Exhibit D.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be the same as the Term of the Grant Agreement, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement. Notwithstanding the foregoing, the obligations of this Contract and the Grant Agreement shall continue through the life of the Project.

SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROGRAM

The Sub-Grantee shall properly staff, operate and maintain all portions of their landscape retrofit conservation program, including program management, contractor oversight and monitoring, during the Project's useful life and in accordance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations. In the event that the Sub-Grantee assigns or transfers all or any portions of the Project to another entity, the Sub-Grantee shall be responsible to ensure that the assignee or transferee of all or any portions of the Project shall properly staff, operate and maintain all portions of the Project during its useful life and in compliance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract. The Parties further understand and agree that this covenant is for the benefit of SAWPA and DWR and shall be enforceable during the useful life of the Project facilities. The Parties agree that the useful life of the Project facilities is 10 (ten) years from and after Project completion.

The Sub-Grantee shall prepare and maintain the Project Monitoring Plan ("PMP") required by the Grant Agreement. DWR and SAWPA shall approve the PMP before the Sub-Grantee becomes eligible for grant reimbursement and implements any sampling or monitoring activities.

The Sub-Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the Project, including its construction, or any significant part or portion thereof, during the useful life of the Project without SAWPA's and DWR's prior written approval.

SECTION 9. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contracts and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not. SAWPA and Sub-Grantee both understand and agree that the otherwise applicable duties, obligations, and liabilities of Sub-Grantee under this Contract shall, by a separate agreement between Sub-Grantee and WDOC, be assigned and transferred to, and otherwise carried out by MWDWC – the entity who will receive and distribute grant funds to eligible participants for the purposes described in this Contract herein.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Sub-Grantee shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract and the Grant Agreement, the California Environmental Quality Act ("CEQA"), and the State CEQA Guidelines.

SECTION 11. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

The Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Sub-Grantee Agreement.

During construction and post-construction of individual landscape retrofit projects that exceed 6,000 square feet, the Sub-Grantee shall work with MWDWC to ensure that at least two signs at least 18 inches tall by 24 inches wide be installed in two prominent locations on the individual landscape retrofit project sites, which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). The sign shall also include the logo of the Department of Water Resources and the One Water One Watershed program (to be provided by SAWPA).

Before it is constructed, the Sub-Grantee shall provide the draft design layout of the sign to SAWPA for approval. Sub-Grantee shall notify SAWPA that the signs have been erected by providing them with a site map with the sign location noted and a photograph of the sign.

SECTION 12. CONSTRUCTION ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

(1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;

(2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. The Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.

(3) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;

(4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 90 calendar days or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;

(5) Completion of construction of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. The Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.

SECTION 13. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 14. WITHHOLDING OF GRANT DISBURSEMENTS

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

(1) The Sub-Grantee have violated, or threatens to violate, any term, provision, condition, or commitment of this Contract;

(2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project;
or

(3) DWR directs SAWPA to withhold any such grant funds.

SECTION 15. INVOICING

(A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:

(1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

(2) Invoices must be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = the total amount claimed). Refer to **Attachment C**.

(3) Sufficient evidence of local rebate funding documentation (which shall include the site address of the individual landscape retrofit project and the amount of square feet of turf removed for each individual landscape retrofit project) must be provided for all costs included in the invoice.

(4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount and those costs that represent MWDOC's share or local match as applicable.

(B) Invoices also shall include the following information:

(1) Costs incurred for work performed in implementing the IRWM program or program contracts during the period identified in the particular invoice.

(2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.

(3) Appropriate receipts and reports for all costs incurred.

SECTION 16. RECORDS AND REPORTS

(A) Without limitation on the requirement that Project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:

(1) Establish an official Project file that documents all significant actions relative to the Project;

(2) Establish separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;

(3) Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;

(4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;

(5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.

(B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of five (5) years after Project completion. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.

(C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the Grant Agreement.

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the both the native format (e.g. Microsoft Word, Microsoft Excel, etc) and PDF. All documents shall be public domain or the property of SAWPA once submitted.

(E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and for three years after the projection completion, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

SECTION 17. QUARTERLY PROGRESS REPORTS

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachment B**. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. The first quarterly report shall cover the period between [XX,] and [XX], and be submitted no later than [XX], with future reports due on successive three month increments. Future quarterly reports shall cover the periods [January-March (due April 15), April-June (due July 15), July-September (due October 15), and October-December (due January 15).]

SECTION 18. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

(A) SAWPA may perform a project review or otherwise evaluate the project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 60 days of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.

(B) Inventory of equipment purchased with grant funds.

(1) At least 75 days prior to submission of the final project invoice, Sub-Grantee shall consult with SAWPA on the scope of the inventory of equipment purchased with grant funds. This inventory shall include all items with a current estimated fair market value of more than \$5,000 per item.

(2) At least 45 days prior to submission of the final project invoice, Sub-Grantee shall provide SAWPA with a final inventory list of equipment purchased with grant funds. DWR shall have

the opportunity to take title to any item on the inventory list. Should DWR take title to any item on the inventory list, DWR shall arrange for delivery and transportation of such inventory.

(C) In addition to the documents and deliverables required to be provided by the Grant Agreement, within 90 days after completion of Project but no later than 14 days prior to the due date indicated in the Grant Agreement, the Sub-Grantee shall provide to SAWPA, a final Project summary report on the Project. The summary shall include, at a minimum, all of the following:

(1) A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the delivery rate and quantity of water pumped) of the constructed facilities, a description of the water quality benefits attained from the construction of the project (consistent with the Project Management Plan), any goals not achieved or only partially achieved, lessons learned, public outreach conducted, a summary of the construction program, a summary of all documents submitted to SAWPA in compliance with this Contract and the Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.

(2) A final cost summary listing the total project cost, total project costs eligible for grant funding under the DWR's grant funding program and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee's entitlement to grant funds, to assure program integrity, and to comply with federal requirements.

The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.

(3) A final schedule showing actual progress versus planned progress.

(4) If applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D-15, "Final Inspection and Certification of Registered Civil Engineer".

(5) A DWR "Certification of Project Completion".

(D) SAWPA may call for an audit of financial information relative to the Project, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

SECTION 19. PROJECT CLOSEOUT DOCUMENTATION

To ensure that that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 20. POST-PERFORMANCE REPORTS

Post-Performance Reports shall be submitted to SAWPA within 75 calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.

SECTION 21. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA of the violation and failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.

(B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to the Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 22. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 23. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's assignor, transferee, subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

SECTION 24. COSTS AND ATTORNEY FEES

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

SECTION 25. WAIVER

Any waiver of any rights or obligations under this Contract or the Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA and the DWR.

SECTION 26. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties and the DWR.

SECTION 27. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of their responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Grant Funding Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-grantee.

SECTION 28. INDEMNIFICATION

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. The Sub-Grantee shall reimburse Indemnified Parties for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or related to this Contract, and the transactions, funding and construction activities contemplated by this Contract. The Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with Sub-grantee's Project funded, in part, by this Contract. The Sub-Grantee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys fees and expenses that may arise from any breach or default by the Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. The Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to or by the Sub-Grantee. No indemnification is required under this Section for claims, losses or damages arising out of the misconduct or active negligence under this Contract by SAWPA.

(B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Grant Funding Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions

related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.

(C) In addition to complying with the insurance requirements contained in the Grant Agreement, including Section 24 of Exhibit D of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by the Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the Project and all related facilities, theft of building materials and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the Project, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance Guide" rating of "A:VII".

SECTION 29. PROJECT AND INFORMATION ACCESS

The Sub-grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

SECTION 30. OPINIONS AND DETERMINATIONS

Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary and capricious.

IN WITNESS THEREOF, the parties have executed this Contract on the dates set forth below.

SANTA ANA WATERSHED PROJECT
AUTHORITY

Dated: _____

By: _____

ORANGE COUNTY WATER DISTRICT
Sub-Grantee

Dated: _____

By: _____
General Manager

Typed Name

OCWD GENERAL COUNSEL

IMPLEMENTATION GRANT FUNDING ASSIGNMENT AGREEMENT
BETWEEN
ORANGE COUNTY WATER DISTRICT
AND
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

This Implementation Grant Funding Assignment Agreement ("Assignment Agreement") is made between Orange County Water District ("OCWD") and the Municipal Water District of Orange County ("MWDOC" or "Assignee"), pertaining to OCWD's assignment of all duties, responsibilities, and liabilities otherwise applicable to OCWD under the Proposition 84 Integrated Regional Water Management Program ("IRWMP") 2014 Drought Solicitation Implementation Grant Funding Contract Between the Santa Ana Watershed Project Authority ("SAWPA") and Orange County Water District ("OCWD" or "Assignor") that was executed on or about June __-, 2015 (hereinafter "SAWPA Contract"). Assignee may be individually referred to as "Party," and Assignee and OCWD collectively referred to as the "Parties."

WHEREAS, Section 79560 et seq. of the Water Code establishes the IRWMP providing approximately \$900 million for local assistance grants to be allocated to projects to protect from drought, improve water quality and improve water security by reducing dependence on imported water; and

WHEREAS, in [Month Day 2015], the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 Integrated Regional Water Management Implementation Grant Agreement ("DWR Grant Agreement") providing that SAWPA would serve as the program manager for the \$12,860,110 in IRWMP grant funds to be disbursed to OCWD and other Sub -Grantees, consistent with IRWMP requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River and the Upper Santa Margarita Watersheds; and

WHEREAS, consistent with the Proposition 84 Integrated Regional Water Management Implementation Program Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to OCWD, SAWPA's Sub-Grantee, a portion of the \$12,860,110 in IRWMP grant funds for its components of the Interregional Landscape Water Demand Reduction Program by way of the SAWPA Contract; and

WHEREAS, Interregional Landscape Water Demand Reduction Program will implement a suite of measures that include the Institutional and HOA Turf Removal Project, Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool Project, Aerial Mapping Project, and Implementation of Conservation Based Rate Structures Project across the Santa Ana River Watershed and portions of the Upper Santa Margarita Watershed to promote sustainable water-use conservation; and

WHEREAS, OCWD, via this Assignment Agreement to MWDOC, is implementing the Interregional Landscape Water Demand Reduction Program in coordination with the other Sub-Grantees to the Grant Agreement, in addition to SAWPA, which include Eastern Municipal Water District, Inland Empire Utilities Agency, San Bernardino Valley Municipal Water District, Western Municipal Water District and Rancho California Water District; and

WHEREAS, the Project Agreement 22 Committee ("Committee") will issue Policy Statements as needed regarding the allocation of funds for the Interregional Landscape Water Demand Reduction Program and other policy provisions for the Program; and

WHEREAS, the SAWPA Contract specifically recognizes MWDOC will be disbursing funds allocated to OCWD via the SAWPA Contract in furtherance of MWDOC's existing landscape retrofit conservation program that provides customers in MWDOC's service area a financial incentive for landscape retrofit projects subject to certain conditions; and

WHEREAS, Paragraph 9 of the SAWPA Contract specifically contemplates that OCWD will assign all duties, obligations and liabilities otherwise applicable to OCWD under the SAWPA Contract to MWDOC such that MWDOC will fully comply with all terms, conditions and responsibilities of the SAWPA Contract, and the DWR Grant Agreement; and

WHEREAS, MWDOC, as a condition of receiving \$880,994 in grant funds allocated to OCWD per the SAWPA Contract so as to permit MWDOC to significantly enhance its existing landscape retrofit program, has agreed to accept assignment of all duties, responsibilities, liabilities and obligations otherwise applicable to OCWD under the SAWPA Contract and the DWR Grant Agreement;

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Assignment Agreement, the Parties hereby agree to the following:

**SECTION 1. ASSIGNMENT OF ALL TERMS, CONDITIONS AND COVENANTS
OTHERWISE APPLICABLE TO OCWD**

Except as set forth in this Agreement, all of the terms, conditions and covenants in the DWR Grant Agreement and the SAWPA Contract, enclosed herewith and incorporated by reference herein, shall be assigned to MWDOC, and shall be carried out by MWDOC, in the same manner in which OCWD would have been required to carry out such contractual obligations in the absence of this Assignment Agreement. MWDOC, as the beneficiary of funds disbursed to OCWD pursuant to the SAWPA Contract, shall be responsible for implementing "the Project," as such term is described in Paragraph 1 of the SAWPA Contract. To the extent that MWDOC fails to implement the Project, or otherwise carry out any and all obligations imposed on OCWD under the SAWPA contract, MWDOC agrees that it shall be fully liable to OCWD for any such action or omission.

**SECTION 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; ASSIGNEE
GENERAL COMMITMENT**

This Contract incorporates and includes as part of its terms and conditions the SAWPA Contract, attached hereto as **Attachment "A"**, and the DWR Grant Agreement, attached hereto as **Attachment "B"**.

In the event of any inconsistency between this Assignment Agreement and either the DWR Grant Agreement or the SAWPA Contract, except as otherwise specifically provided herein, the inconsistency shall be resolved by giving precedence to the DWR Grant Agreement and then the SAWPA Contract. Assignee shall comply with all terms, provisions, conditions, and commitments of this Assignment Agreement, the SAWPA Contract and the DWR Grant Agreement. Such compliance shall include providing SAWPA, via OCWD, with all deliverables, budget detail, reports and all other documents required by the Grant Agreement and the SAWPA Contract.

On behalf of and for the benefit of SAWPA, Assignee shall comply with all of the obligations and requirements of the DWR Grant Agreement and SAWPA Contract as if the Assignee were the "Grantee" under the terms of the Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA or OCWD in order to enable SAWPA to comply with the Grant Agreement as "Grantee" and OCWD to comply with the SAWPA Contract as "Sub-Grantee"

SECTION 3.

SPECIFIC ASSURANCES AND OCWD OVERSIGHT

OCWD shall retain oversight responsibilities for ensuring MWDOC's compliance with all of the terms and conditions of the SAWPA Contract and DWR Grant Agreement, compliance responsibilities assigned to, and accepted by, MWDOC herein, which shall include, but are not limited to:

- a. MWDOC's adherence to all fiscal management and accounting standards imposed by Section 6 of the SAWPA Contract;
- b. MWDOC's proper and fully staffed operation and maintenance of the Project per Section 8 of the SAWPA Contract and the Scope of Work for the Project approved in the DWR Grant Agreement;
- c. MWDOC's assurance that the Project complies with all applicable laws and regulations, including but not limited to ensuring compliance with CEQA, per Sections 10 and 28(B) of the SAWPA Contract;
- d. MWDOC's assurance that the Project displays all signage and required acknowledgements as required by Section 11 of the SAWPA Contract;
- e. MWDOC's timely provision of all notifications to SAWPA where required by Section 12 of the SAWPA Contract;
- f. MWDOC's timely payment of all project costs as required by Section 14 of the SAWPA Contract;
- g. MWDOC's submission of invoices, records and reports to SAWPA, (and where requested, OCWD), meeting the requirements of Sections 15-18 of the SAWPA Contract;
- h. MWDOC's timely response and compliance with requirements arising out of any audits conducted by SAWPA per Section 18 (A) of the SAWPA Contract;
- i. MWDOC's compliance with all close-out procedures and reports required at the end of the Project as identified in Sections 19-20 of the SAWPA Contract;
- j. MWDOC's provision of insurance coverage for the Project and its associated contracts sufficient to satisfy the requirements of Section 28 (C) of the SAWPA Contract;
- k. MWDOC's provision of access to the Project to SAWPA, DWR and OCWD upon request per Section 29 of the SAWPA Contract.

Per this Assignment Agreement, MWDOC shall be required to comply with all of the requirements of the SAWPA Contract irrespective of OCWD's exercise, or non-exercise, of the oversight authorities retained by OCWD herein, and MWDOC agrees that the failure of OCWD to provide oversight of MWDOC's compliance with the SAWPA Contract shall not operate to discharge MWDOC from any otherwise applicable responsibility or obligation assigned to MWDOC pursuant to this Agreement.

SECTION 4.

DISBURSEMENT

Upon receipt of quarterly progress report and invoice document from MWDOC, OCWD shall submit them to SAWPA for grant reimbursement per the DWR Grant Agreement. Upon receipt of grant reimbursement funds from SAWPA, OCWD shall within 30 days disburse a grant reimbursement to MWDOC.

SECTION 5 . QUARTERLY PROGRESS REPORTS

Quarterly Progress Reports shall be completed using the templates provided by DWR and SAWPA.. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. MWDOC shall provide quarterly reports to OCWD to cover the periods [January-March (due April 13), April-June (due July 13), July-September (due October 13), and October-December (due January 13).] Upon receipt and within 2 days, OCWD shall submit MWDOC's Quarterly Progress Reports to SAWPA for compliance.

SECTION 6. POST-PERFORMANCE REPORTS

MWDOC shall submit Post-Performance Reports to OCWD within 73 calendar days after the first operational year of a project has elapsed. Upon receipt and within 2 days, OCWD shall submit MWDOC's Post-Performance Reports to SAWPA for compliance. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.

SECTION 7. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA has the authority to terminate the SAWPA Contract at any time prior to completion of the Project for OCWD's and/or its Assignee's violation of any provision of the SAWPA Contract upon written notice by SAWPA of the violation and failure of Assignee to come into compliance within a reasonable time as established by SAWPA.

(B) In the event of such termination, Assignee, upon demand, will immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to Assignee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to OCWD and/or Assignee, to the date of full repayment by Assignee.

(C) SAWPA may terminate the SAWPA Contract should DWR terminate SAWPA as program manager, or terminate funding for the Project, or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, neither SAWPA, nor OCWD, shall be liable to Assignee for any damages, costs or expenses resulting from such termination.

SECTION 8. ARBITRATION

Any dispute which may arise under the SAWPA Contract by and between SAWPA and OCWD, or between MWDOC and OCWD, including the Parties' respective subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

SECTION 9. WAIVER

Any waiver of any rights or obligations under this Assignment Agreement, the SAWPA Contract, or the DWR Grant Agreement, shall be in writing and signed by the Party making such waiver, and approved by OCWD, SAWPA, or DWR as applicable.

SECTION 10. AMENDMENT

This Assignment Agreement may be amended at any time by mutual written agreement of the Parties.

SECTION 11. OCWD/SAWPA REVIEWS; MWDOC AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications is for administrative and eligibility purposes only and does not relieve the Assignee of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA, OCWD and Assignee, Assignee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.

(B) Assignee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Assignment Agreement and the SAWPA Contract, and Assignee agrees that it is not acting as OCWD's agent, nor is OCWD acting as an agent of Assignee.

SECTION 12. INDEMNIFICATION

The Assignee shall defend, indemnify and hold harmless OCWD, SAWPA and DWR, and their directors, commissioners, officers, employees, agents and assigns (collectively the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Assignment Agreement, the SAWPA Contract, the DWR Grant Agreement, and the transactions, funding and construction activities contemplated by these agreements in association with the Project. The Assignee shall reimburse Indemnified Parties for any legal or other expenses incurred by them in connection with investigating any claims against them and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or related to this Assignment Agreement, and the transactions, funding and construction activities contemplated by this Assignment Agreement. The Assignee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with Assignee's Project funded, in part, by this Assignment Agreement. The Assignee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys fees and expenses that may arise from any breach or default by the Assignee in the performance of its obligations under this Assignment Agreement, or any act of negligence by the Assignee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. The Assignee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to or by the Assignee. No indemnification is required under this Section for claims, losses or damages arising out of the misconduct or active negligence under this Contract by OCWD.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGECOUNTYWATER DISTRICT

Dated: _____

By: _____
General Manager

Michael R. Markus
Typed Name

OCWD GENERAL COUNSEL

MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

Dated: _____

By: _____
General Manager

Robert Hunter
Typed Name

MWDOC GENERAL COUNSEL



ACTION ITEM

July 15, 2015

TO: Administration & Finance Committee
(Directors Thomas, Osborne, Finnegan)

FROM: Robert Hunter, General Manager

Staff Contact: Heather Baez

**SUBJECT: INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY (ISDOC)
BYLAWS UPDATE**

STAFF RECOMMENDATION

Staff recommends that the Board of Directors authorize President Dick or his designee to cast the vote on behalf of MWDOC approving the amended and restated ISDOC bylaws.

COMMITTEE RECOMMENDATION

The Committee discussed liability issues associated with MWDOC as the designated official custodian of records and thought that an Agreement indemnifying MWDOC against any liability may be prudent. Staff was directed to confer with legal counsel about this issue, and to follow up with ISDOC on any necessary agreements. At the posting of this packet, there is no new information to report; a report will be made at the Board meeting.

SUMMARY

In 2013, ISDOC significantly amended their bylaws that resulted in a lengthy and somewhat contentious process. The amendments recommended here are not likely to garner opposition, but instead are designed to outline certain circumstances where the bylaws are silent.

Attached is a memo from ISDOC President Mike Scheafer that outlines the amendments and why the ISDOC Executive Committee felt they needed to be updated.

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



DATE: June 10, 2015

TO: ISDOC Members

FROM: Mike Scheafer, President, ISDOC Executive Committee

SUBJECT: Proposed Amended and Restated Bylaws

In 2013, ISDOC concluded a multiyear review and modification process of its bylaws. Revised bylaws were approved by a majority of members on December 10, 2013. In November 2014, an officer of the Executive Committee was not re-elected by his District and a mid-term vacancy was created. The revised bylaws were silent on this situation.

Last February, the Executive Committee formed an ad hoc committee, which was tasked with reviewing the bylaws and suggesting modifications for previously unforeseen situations. At its April meeting, the ad hoc committee presented its recommendations to the ISDOC Executive Committee. The Executive Committee discussed the proposed changes and endorsed submittal of the revised bylaws to the general membership for comment. No comments were received. At its recent June meeting, the Executive Committee approved the amended and restated bylaws and authorized their submission to special district members for a vote.

A ballot has been included with this memo, as well as a copy of the proposed amended and restated bylaws. Each regular member in good standing is entitled to one vote. **The ballot must be signed by the presiding officer of the special district or an alternate designated by official action of the district. Ballots must be received by 5:00 p.m. on July 24th; the results will be announced at the July 30th quarterly meeting.**

The proposed amended bylaws contain a number of revisions to the current ISDOC bylaws. Although the majority of the modifications are simply cleaning-up and/or consolidating language and subsequent section renumbering, there are four substantial changes proposed; those proposals are identified below.

Significant modifications proposed by the Executive Committee:

1. Official Document Storage (Page 1, Article I, Section III, language added):

All official documents (agendas, minutes, voted ballots, voting authorization and financial records) of the Organization shall be maintained and stored at the administrative office.

2. Election of Single Candidates for Office by Ratification (Page 5, Article III, Section II, Subsection D added):

D. The Executive Committee shall be elected following a notice of position availability and solicitation for nominations. At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected. If two or more candidates are nominated, the Secretary shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the Secretary by the date specified in the voting instructions.

3. Process for Filling Midterm Vacancies in Officer Positions (Page 5, Article III, Section II, Subsection E and F added):

E. With the exception of the immediate past president, if a vacancy occurs on the Executive Committee, the Committee shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. A person appointed or elected to fill a vacancy shall hold office for the unexpired term of the former incumbent.

F. If the vacancy is in the offices of President or Vice President, the Executive Committee may, prior to an election to fill the vacancy, move current officers into vacant positions, and proceed then to fill the resulting vacant position in accordance with Section E above.

3. Removal of Officers for Excessive Absences (page 7, Article III, Section III, Subsection D added):

D. The Executive Committee may consider removing Officers who miss three consecutive meetings. Prior to removing an Officer, the Committee shall consider the reasons for absence and the potential for continued absence. A unanimous vote of the Executive Committee shall be required to remove an officer.

Thank you in advance for your consideration of this matter.

Sincerely,

Mike Scheafer

President, ISDOC Executive Committee

INDEPENDENT SPECIAL DISTRICTS
OF
ORANGE COUNTY

AMENDED AND RESTATED BYLAWS

Proposed June 2, 2015

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY

BYLAWS

ARTICLE I GENERAL

SECTION I. NAME

The name of the organization shall be **INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY**, herein referred to as **the Organization**.

SECTION II. PURPOSE

The purpose of the Organization is to advance the interests of Orange County special districts through its advocacy of sound public policy, its facilitation of educational opportunities to enhance special district governance and the services provided, and its collaboration with others to elevate awareness of the role special districts play as the form of government closest and most directly accountable to the people. The purpose of the Organization shall not include any duties or responsibilities held by the Orange County Special Districts Selection Committee, which is a separate and unrelated entity from the Organization. Furthermore, these Bylaws shall have no effect on, and are independent and distinct from, the Bylaws of the Orange County Special District Selection Committee.

SECTION III. ADMINISTRATIVE OFFICE

The administrative office for the transaction of the business of the Organization is located at the Municipal Water District of Orange County. All official documents (agendas, minutes, voted ballots, voting authorization and financial records) of the Organization shall be maintained and stored at the administrative office. The Board of Directors is granted full power and authority to change the administrative office from one location to any place within the County of Orange, State of California, and such change shall not be considered an amendment of these bylaws.

ARTICLE II MEMBERSHIP

SECTION I. QUALIFICATION FOR MEMBERSHIP

A. There shall be two categories of membership in the Organization:

1. REGULAR MEMBERS: Shall be INDEPENDENT SPECIAL DISTRICTS that are public agencies within the County of Orange, State of California, for the local performance of governmental proprietary functions within limited boundaries, governed by a publicly elected Board of Directors or those officials appointed, in whole or in part, by another governmental body. Independent Special Districts do not include the State, the county, cities, or school districts.

Independent Special Districts shall be further defined in accordance with California Government Code Section 56044: *“Independent district” or “independent special district” includes any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. “Independent special district” does not include any district excluded from the definition of district contained in Sections 56036 and 56036.6.*

2. ASSOCIATE MEMBERS: Shall be those persons, organizations, or governmental entities that have evidenced interest in the purposes and goals of the Organization, but are not Independent Special Districts. Officers or members of an Independent Special District are ineligible to be an Associate Member.

B. APPROVAL OF MEMBERSHIP: The Executive Committee shall review and approve all applications for membership, provided that the applicant meets the established membership criteria.

SECTION II. VOTING RIGHTS

A. Each Regular Member district, in good standing, shall be entitled to one vote on all matters brought before the membership for a vote. The presiding officer of the governing body of each Regular Member district shall be recognized by the Organization as the voting representative for his/her district. Each district shall designate in writing and submit to the Organization's Secretary one alternate governing board member who shall have the right to vote in the absence of the presiding officer.

B. The Executive Committee may, at its discretion, authorize the voting upon any issue by written ballot which shall be sent via U.S. mail and email to each Regular Member district or by electronic distribution/email. Such authorization shall specify the time, date and method by which the completed written ballots must be received by the Organization.

C. A majority vote of all members present at a meeting or of all written ballots received by the submission deadline shall be necessary to carry any matter voted upon.

D. Associate Members shall not have the right to vote on any matter before the Organization.

SECTION III. ANNUAL DUES

A. Annual dues shall be due and payable on or before the first day of January of each year. New members shall pay their annual dues at the time they are approved for membership in the Organization. New member dues for the initial year shall not be pro-rated.

B. The dues of the Organization shall be reviewed and set by the Executive Committee for Regular Members and Associate Members. Associate Member dues need not be the same as dues for Regular Members. A minimum of two months' notice of changes in dues will be provided to the membership.

C. No assessments, other than annual dues, shall be levied on the members of the association without an affirmative majority vote of the membership.

SECTION IV. TERMINATION OF MEMBERSHIP

A. Any member in arrears in the payment of dues for a period of thirty (30) days after said dues are due and payable shall be notified in writing by the Treasurer of such arrearage, and, if such dues shall continue unpaid for a period of another thirty (30) days, such member shall automatically cease to be a member of the Organization.

B. Any member that voluntarily terminates membership in the Organization shall not be eligible for a refund of membership dues or other assessment already paid to the Organization.

SECTION V. REINSTATEMENT OF MEMBERSHIP

Regular and Associate memberships that were previously terminated may be reinstated after the Executive Committee receives a written petition for reinstatement and payment of the petitioners annual membership dues and other assessments for the current calendar year have been received by the Organization.

ARTICLE III BOARD OF DIRECTORS

SECTION I. NUMBER AND TERM OF OFFICE

A. The Board of Directors shall consist of the presiding officer from each Regular Member district, in good standing. If the presiding officer is not present, then that district's alternate representative shall act in his/her stead.

B. The members of the Board of Directors shall serve until replaced by another governing board member as the presiding officer of his/her district. Any vacancy on the Board of Directors shall be filled by the new presiding officer of the District from which the vacancy occurred.

SECTION II. DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall set policy for the Organization.

B. The Board of Directors shall elect, at or before its final meeting in even years, a President, a First Vice President, a Second Vice President,

a Third Vice President, a Secretary, and a Treasurer, who shall serve for two-year terms.

C. These officers, along with the Immediate Past President, shall be designated as the Executive Committee.

D. The Executive Committee shall be elected following a notice of position availability and solicitation for nominations. At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected. If two or more candidates are nominated, the Secretary shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the Secretary by the date specified in the voting instructions.

E. With the exception of the immediate past president, if a vacancy occurs on the Executive Committee, the Committee shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. A person appointed or elected to fill a vacancy shall hold office for the unexpired term of the former incumbent.

F. If the vacancy is in the offices of President or Vice President, the Executive Committee may, prior to an election to fill the vacancy, move current officers into vacant positions, and proceed then to fill the resulting vacant position in accordance with Section E above.

Section III OFFICERS AND DUTIES

A. The Executive Committee shall assist the Board of Directors in setting and implementing policy, and conducting the business of the Organization, as noted in the bylaws or approved at a General Membership Meeting or a Special Meeting of the membership. The members of the Executive Committee shall consist of:

1. **PRESIDENT:** The President shall be the chief executive officer of the Organization. The President shall preside at all

meetings of the Board of Directors, the Executive Committee and the general membership.

The President shall appoint all committees.

The President shall represent the Organization as its official spokesperson and he/she shall also have the authority to delegate such responsibility, with approval of the Executive Committee.

The President shall be an ex-officio member of all Committees.

2. **FIRST VICE PRESIDENT:** The First Vice President, in the absence or disability of the President, shall perform all the duties of the President, and when so acting, he/she shall have the powers of and be subject to all the restrictions upon the President.

The First Vice President shall be the Chair of the Program Committee.

3. **SECOND VICE PRESIDENT:** The Second Vice President, in the absence or disability of the President and First Vice President, shall perform all the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Second Vice President shall be Chair of the Membership Committee.

4. **THIRD VICE PRESIDENT:** The Third Vice President, in the absence or disability of the President, First Vice President, and Second Vice President, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Third Vice President shall be Chair of the Legislative Committee.

5. SECRETARY: The Secretary or his/her designee shall be responsible for all correspondence and the dissemination of information to members.
6. TREASURER: The Treasurer shall maintain the complete financial records and, establish and maintain bank accounts in the name of the Organization, and pay all bills duly approved by the Executive Committee in accordance with the yearly budget.

There shall be an annual audit of the books of the Treasurer by a competent accountant or accounting agency, designated by the Executive Committee, with a report to be presented to the membership at the Organization's next membership meeting.

7. IMMEDIATE PAST PRESIDENT: The Immediate Past President shall serve as a voting, ex-officio member of the Executive Committee.

B. All officers of the Organization shall be elected or appointed officials of a Regular Member district.

C. Officials who wish to seek election or appointment as an officer of the Organization shall first secure from his/her district an official endorsement of his/her candidacy in the form of a board resolution.

D. The Executive Committee may consider removing Officers who miss three consecutive meetings. Prior to removing an Officer, the Committee shall consider the reasons for absence and the potential for continued absence. A unanimous vote of the Executive Committee shall be required to remove an officer.

ARTICLE IV MEETINGS

SECTION I BOARD OF DIRECTORS

A. The Board of Directors shall meet quarterly or no less than three times per calendar year. The last meeting of the calendar year shall be designated as the ANNUAL MEETING of the Organization.

B. The Organization shall disseminate notices of Board Meetings at least thirty (30) days prior to the Meeting. Said notices shall be disseminated via email to all Regular and Associate Members. The Notice shall give the date, time, location and any action items for the meeting.

C. Special Meetings of the Board of Directors may be called at any time by the President, any ten (10) Members of the Board of Directors or by a majority of the Executive Committee. The Organization shall disseminate notices of the Special Meeting at least five (5) business days prior to the meeting. Said notice shall give the date, time, location, and the subject matter of the Special Meeting. Action may only be taken on matters listed on the Special Meeting notice.

D. All meetings of the Board of Directors shall be held in Orange County.

E. No action shall be taken unless a quorum has first been established. A quorum shall be established when the designated representatives of fifty percent (50%) of the Regular Members are present at a duly noticed Regular or Special Meeting of the Organization, or, if a vote has been authorized by written ballot, a quorum shall be established only when the designated representatives of fifty percent (50%) of the Regular Members have submitted a ballot in the manner and by the deadline authorized by the Executive Committee.

SECTION II. EXECUTIVE COMMITTEE

A. The Executive Committee shall meet monthly at the Municipal Water District of Orange County, at a time specified by the President and announced in the meeting notice. The monthly meeting may be cancelled by the President if he/she determines that there is not sufficient business to justify a meeting.

B. A Special Meeting of the Executive Committee may be called by the President or a majority of the Executive Committee, with five (5) business days advance notice given in writing via email by the Organization. Such notice shall state the date, time, location and agenda for the Special Meeting.

C. All meetings of the Executive Committee shall take place in Orange County.

D. A quorum shall be established by 50% of the then-filled Executive Committee.

ARTICLE V AMENDMENTS

These Bylaws may be amended by a majority of the Board of Directors present at a duly noticed membership meeting or, if a vote has been authorized by written ballot, by the combined majority vote of the designated representatives present and submitting a written ballot. All proposed amendments shall be disseminated via U.S. Mail and email to each Regular Member district no less than thirty (30) days prior to the membership meeting.

ARTICLE VI ENACTMENT OF AMENDMENTS

These Amended and Restated Bylaws are to take effect immediately upon approval of the Board of Directors.

ARTICLE VII PARLIAMENTARY AUTHORITY

All matters not covered under these Bylaws shall be governed by Roberts' Rules of Order.

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY

Amended and Restated Bylaws

The Question

Does your special district, as member in good standing, approve or disapprove of the amended and restated bylaws recommended by the Executive Committee on June 2, 2015.

CAST YOUR VOTE

Please cast your vote by checking the box, or printing the name, of the nominee for who you wish to vote.

_____ **Yes, we approve the amended and restate ISDOC bylaws, as recommended by the Executive Committee**

_____ **No, we do not approve the proposed amended and restated bylaws**

DISTRICT NAME

NAME AND TITLE OF VOTONG DELEGATE*

SIGNATURE OF VOTING REPRESENTATIVE

* If not the presiding officer, please provide written authorization documenting your ability to vote on behalf of your district.

Please send you completed and executed ballot to Heather Baez at either:

- HBaez@mwdoc.com
- MWDOC, P.O. Box 20895, Fountain Valley, CA 92728

All ballots must be received no later than by 5 p.m., Friday, July 24, 2015.



ACTION ITEM

July 15, 2015

TO: **Administration & Finance Committee**
(Directors Thomas, Osborne, Finnegan)

FROM: **Robert Hunter,**
General Manager

Staff Contact: Karl Seckel/Cathy Harris

SUBJECT: Upcoming Cost of Joint Building Upgrades with OCWD

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve the budget request for both the Joint Facilities and work on the MWDOC building in the approximate amount of \$255,000 and concur with OCWD proceeding ahead with the work under a contract to be awarded by the OCWD Board with PDC Interiors.

COMMITTEE RECOMMENDATION

Committee concurred with staff recommendation.

DETAILED REPORT

MWDOC and OCWD have been working on building improvements and upgrades to the following areas:

- Front entrance/reception area
- Lobby outside of the Joint Board room
- Improvements inside the Joint Board room
- Improvements to conference room C-3 (used for meetings and closed sessions)
- Remodel of the two bathrooms outside of the Joint Board room

Budgeted (Y/N): Yes	Budgeted amount: \$251,000	Core ✓	Choice __
Action item amount: \$117,000 for MWDOC's portion of the Joint Facilities costs plus an additional \$138,000 for work on the MWDOC building (total is \$255,000)	Line item: 02-2000-19-8811		
Fiscal Impact (explain if unbudgeted): If costs run over the \$251,000, we will look at covering the costs with other funds budgeted for the current fiscal year.			

Recent meetings of the Joint Building Committee reviewed remodeling concepts and furnishings for the noted areas. OCWD's consultant, PDC Interiors, prepared a final budget estimate (prepared based upon bids received for the various elements) which is being presented to both the OCWD and MWDOC Board for action. Upon approval, PDC Interiors will be authorized to proceed with final pricing negotiation, purchasing and construction of the remodel elements. OCWD has used PDC Interiors on a number of other projects and they come with good recommendations.

While the Joint Facilities improvements are underway, MWDOC has also contracted with, PDC Interiors, to help spec and price out improvements on MWDOC's building. This work includes:

- Carrying the same theme from the main building entrance/reception area improvements through to the MWDOC entrance (similar tile and color themes)
- Remodel for both sets of bathrooms on the MWDOC side. One set of bathrooms is ADA compliant while the older set of bathrooms will have to be brought up standards to be ADA compliant
- MWDOC budgeted an additional \$114,000 for these portions of the work; revised numbers are being prepared at this time and will be emailed to the Committee when they are available (likely Monday of next week)

Because this work for MWDOC is an extension of the work being performed to the Joint facilities, MWDOC staff is recommending that we add this work into the contract being awarded to PDC Interiors by OCWD and have OCWD manage a single contract with all of the work included.

Attached is the overall pricing for the work and includes the breakdown between MWDOC and OCWD in accordance with the cost-sharing provisions between the two agencies. In total, MWDOC is being asked to cost share in the amount of \$117,000 for the Joint Facilities work and an additional amount of \$138,000 for work on our building, primarily for the redo of the two sets of restrooms (a total of \$255,000). MWDOC budgeted \$251,000 in our budget for this year for these expenses.

Cost of Joint MWDOC/OCWD Facilities Remodel Plus Work on MWDOC Office Remodel			
Description	OCWD Cost	MWDOC Cost	Total Cost
Board Room	\$50,905.56	\$25,759.44	\$76,665.00
Reception Area	\$22,768.89	\$11,521.61	\$34,290.50
Foyer	\$25,387.38	\$12,846.62	\$38,234.00
Restrooms	\$38,337.37	\$19,399.63	\$57,737.00
Conference Room 3	\$32,625.91	\$16,509.49	\$49,135.40
Flooring	\$50,729.60	\$25,670.40	\$76,400.00
Furniture Installation Cost	\$921.30	\$466.20	\$1,387.50
Project Management Fees	\$9,262.80	\$4,687.20	\$13,950.00
Cost of Work on Joint Facilities	\$230,938.81	\$116,860.59	\$347,799.40
Additional MWDOC Work	\$0	\$136,922.00	\$136,922.00
Sales Tax	\$2,210.03	\$1,118.33	\$3,328.36
Total Project Cost	\$233,148.84	\$254,900.92	\$488,049.76

Other Work NOT Included in This Action Item

Other improvements to be coming forward this year, also includes:

- Facility signage (signs are being produced at this time)
- Boiler, Chiller and Energy Management System (out to bid at this time)
- Rehabilitation of the fire alarm system (out to bid at this time)
- Fire suppression system for MWDOC server area
- Landscaping of the Atrium and Front entrance

MWDOC's entire building improvement budget for fiscal year 2015-16 was \$400,000 (for its share of Joint Facilities and work on our own building). Staff will keep the Board apprised as prices for the various components become known.

AGENDA ITEM SUBMITTAL

Meeting Date: July 9, 2015

To: Board of Directors

From: Mike Markus

Staff Contact: E.Torres/A. Perry

Budgeted: Yes

Budgeted Amount: \$350,000

Cost Estimate: \$488,050

Funding Source: R & R

Program/ Line Item No. R07002

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: AGREEMENT TO PDC INTERIORS FOR REFURBISHMENT OF
ADMINISTRATION BUILDING COMMON AREAS**

SUMMARY

The common areas of the administration building have not been refurbished since the building was completed more than 23 years ago. Wall panels, cabinets, visitor chairs and flooring have significant wear and tear. Staff and the OCWD/MWDOC Joint Building Committee have met and agreed on proposed changes and will bring this matter forward for the Boards' consideration.

Attachment(s):

- Interior designs selected by the OCWD/MWDOC Joint Building Committee
- Cost Estimates for the Administration Building Common Areas Refurbishment Project

RECOMMENDATION

Agendize for July 15 Board meeting: Authorize issuance of Agreement to PDC Interiors in an amount up to \$488,049.76 to refurbish the common areas (reception, foyer, boardroom, restrooms and conference room C-3) of the OCWD Administration Building in accordance with the attached proposal.

BACKGROUND/ANALYSIS

The OCWD campus is visited by thousands of people annually, for regular public meetings, events and tours. Its facilities are also used for presentations for groups consisting of local, state, federal and international dignitaries. Other groups include water agencies, water industry professionals, local, national and international media.

The finishes and flooring throughout the administration building have not been replaced for more than 23 years, are showing wear and tear and are in great need of replacement. The common areas include reception, foyer, board room, two public restrooms and conference room C-3. These areas are part of OCWD's R&R program, in which funds are accumulated annually for eventual replacement and refurbishment.

With the upcoming completion of the Water Education Corridor Project at the end of July, the outdated and worn finishes and furnishings will be even more evident against the up to date finishes in the hallway.

The common areas proposed to be refurbished are shared between OCWD and MWDOC. The OCWD/MWDOC Joint Building Committee sought the assistance of an experienced interior designer, Carmella Bryan from PDC Interiors (PDC), to make recommendations on refurbishing the common areas using a design and materials that would be current and hold up for many years. PDC made recommendations to the Committee that would match with the recent hallway updates. The Committee reviewed these recommendations and selected a design, materials and a color palette for the area. Renderings of the design are contained in the packet.

SCHEDULE AND BUDGET

PDC received competitive bids on the various components of this project and has provided cost estimates for the proposed refurbishment to the Committee. An agreement between OCWD and MWDOC states that all costs incurred in common areas will be divided between the Districts at 66.40% and 33.60%, respectively. Along with refurbishing the common areas, improvements within the MWDOC building will also be performed and separately funded by MWDOC. The project costs can be seen in Table 1.

Table 1
Refurbishment of Administration Building
Common Areas Project Cost

Description	OCWD Cost	MWDOC Cost	Total Cost
Board Room	\$50,905.56	\$25,759.44	\$76,665.00
Reception Area	\$22,768.89	\$11,521.61	\$34,290.50
Foyer	\$25,387.38	\$12,846.62	\$38,234.00
Restrooms	\$38,337.37	\$19,399.63	\$57,737.00
Conference Room 3	\$32,625.91	\$16,509.49	\$49,135.40
Flooring	\$50,729.60	\$25,670.40	\$76,400.00
Furniture Installation Cost	\$921.30	\$466.20	\$1,387.50
Project Management Fees	\$9,262.80	\$4,687.20	\$13,950.00
Additional MWDOC Work	\$0	\$136,922.00	\$136,922.00
Sales Tax	\$2,210.03	\$1,118.33	\$3,328.36
Total Project Cost	\$233,148.84	\$254,900.92	\$488,049.76

Construction is estimated to take approximately three months to complete. A majority of the work will be performed during evenings and the weekends to minimize impacts to staff. Work such as replacing furniture and acoustical panels will be performed during normal business hours. During those installations, proper care will be taken to ensure the safety of staff and visitors.

Given that the wear and tear on the common areas would stand out compared to the recent upgrades from the hallway and that PDC has successfully completed high-quality design work for the District, staff and the OCWD/MWDOC Joint Building Committee recommend that the Board approve the refurbishment of the common areas of the Administration Building per the PDC Interiors proposal.

PRIOR RELEVANT BOARD ACTION(S)

None



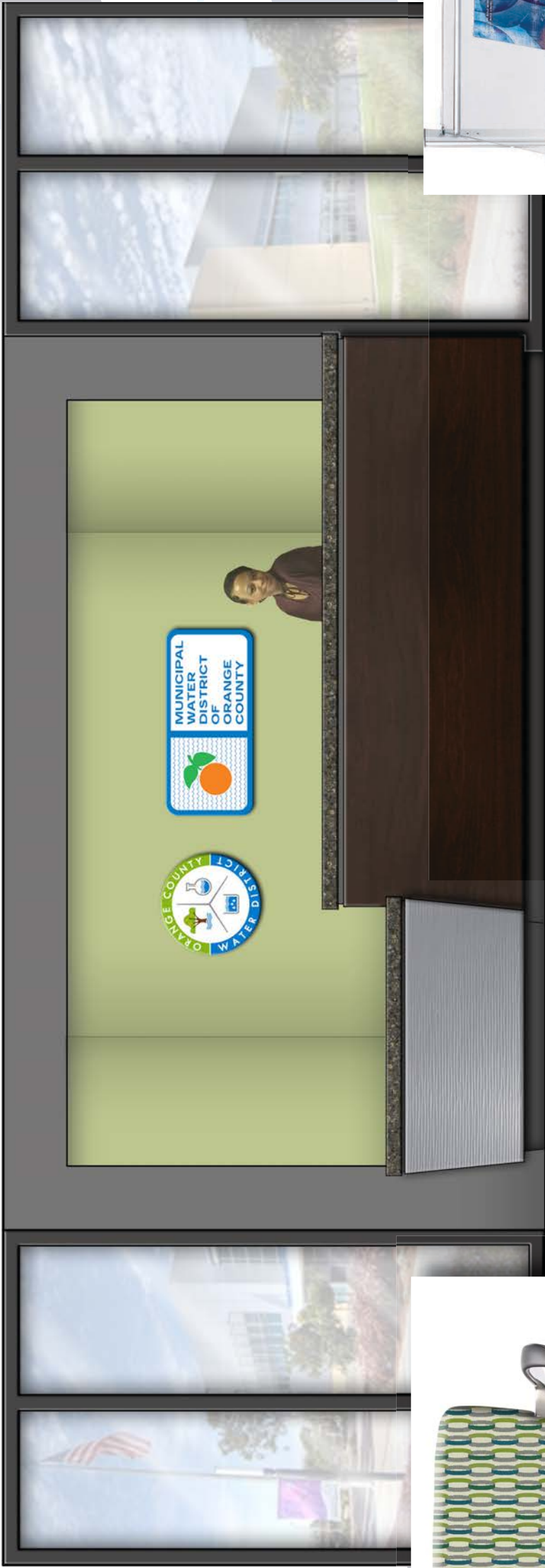
Tile in Public Areas



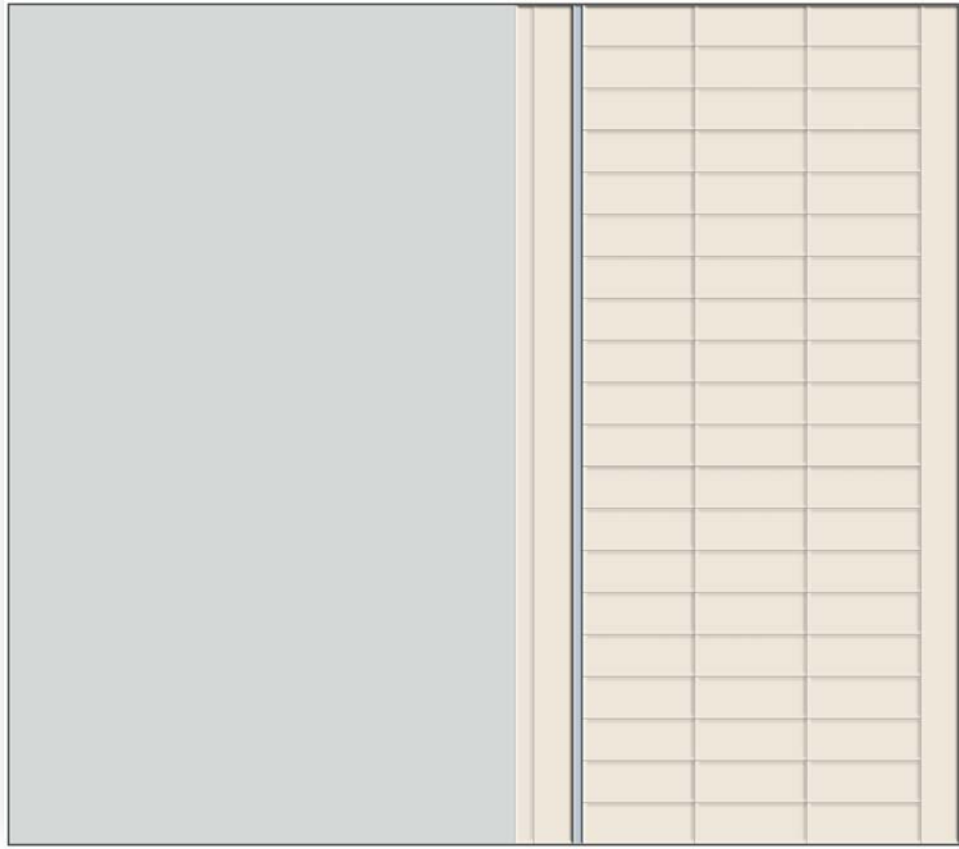
Carpet in Board Room & C3



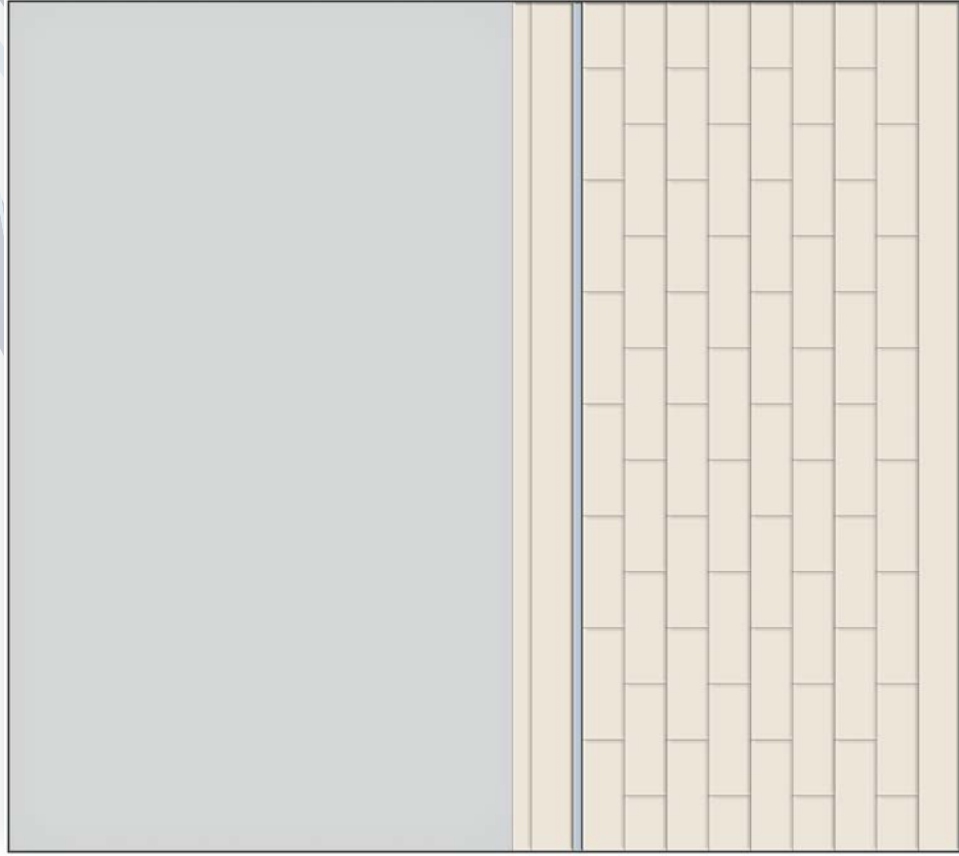
Fabric for Acoustical Panels



PUBLIC RESTROOMS



MENS RESTROOM LAYOUT



WOMENS RESTROOM LAYOUT



NEW LIGHTING



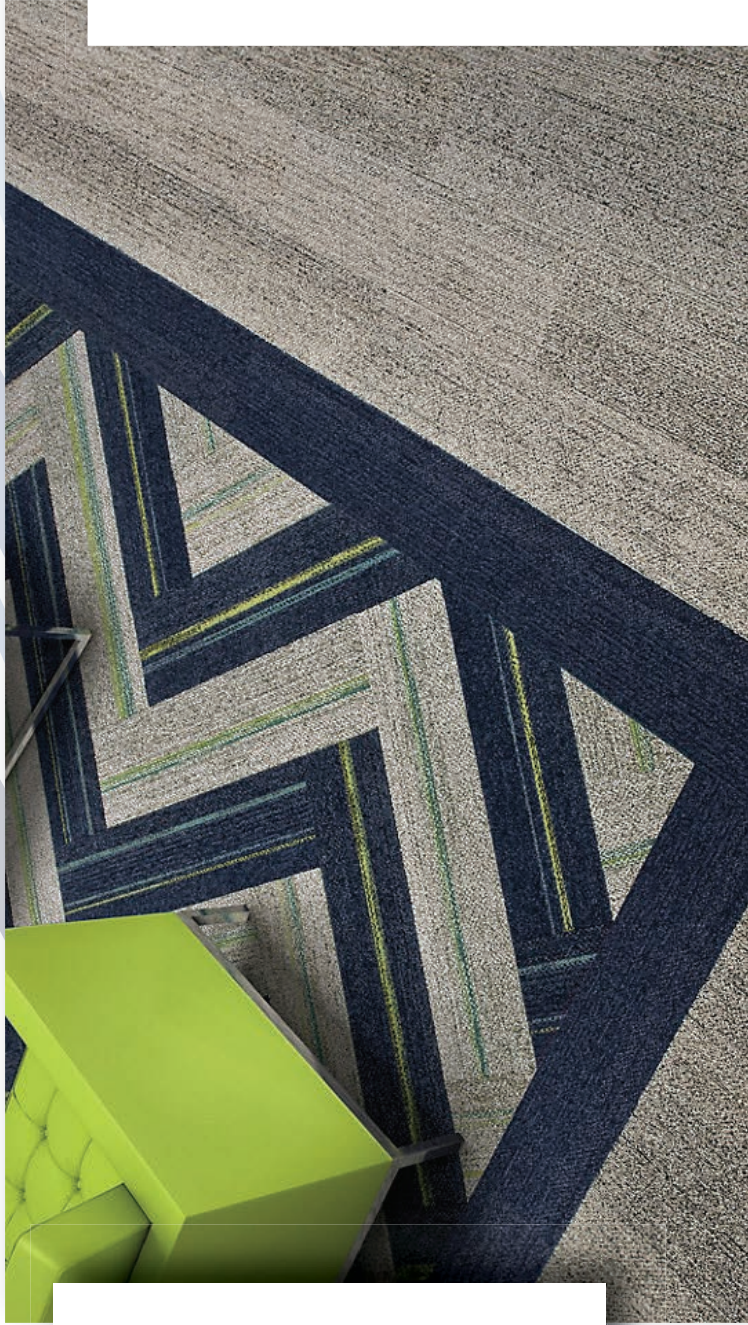
VANITY AND COUNTER



Serving Area



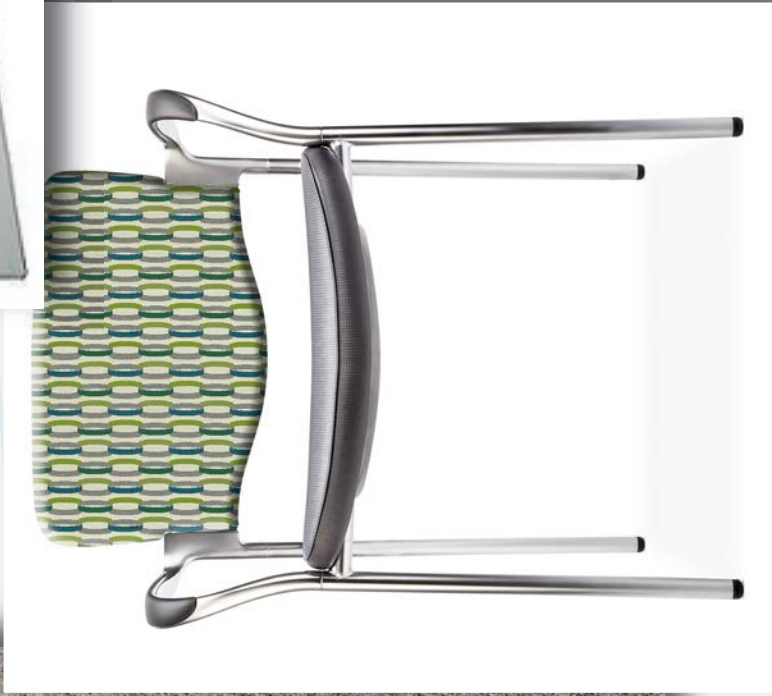
Drinking Fountain
with Bottle Filler



Carpet in Seating Area



Occasional Table



Guest Chair

ORANGE COUNTY WATER DISTRICT
Renovation Costs for Board Room, Restrooms, C3, Public Areas and MWDOC

		OCWD	MWDOC
AREA/DESCRIPTION	TOTAL COST	66.40%	33.60%
Project Mgmt Fees			
Board Room/Waiting/Reception Project Mgmt Fee	\$ 3,500.00	\$ 2,324.00	\$ 1,176.00
Restrooms Project Mgmt Fee and Profit	\$ 10,450.00	\$ 6,938.80	\$ 3,511.20
Flooring All Areas (Except Restrooms)			
Demolition of Tile (Special Conditions)	\$ 26,000.00	\$ 17,264.00	\$ 8,736.00
Installation of Carpet Tile in Boardroom, C3 & Waiting Area and Installation of tile in entrance reception and waiting	\$ 50,400.00	\$ 33,465.60	\$ 16,934.40
Board Room			
Replace wood doors with glass Herculite Doors with etched logo on each door	\$ 8,200.00	\$ 5,444.80	\$ 2,755.20
Replace Acoustical panels (Normal Business Hours)	\$ 42,770.00	\$ 28,399.28	\$ 14,370.72
Remove and Re-install Video Equipment (By OCWD)	\$ 3,000.00	\$ 1,992.00	\$ 1,008.00
Prep and Paint the ceiling and soffits	\$ 5,982.00	\$ 3,972.05	\$ 2,009.95
Refurbish Wood	\$ 9,108.00	\$ 6,047.71	\$ 3,060.29
Replace Laminate Counter with Quartz Counter near entry (Normal Business Hours)	\$ 2,925.00	\$ 1,942.20	\$ 982.80
New Desk for GM and Board Secretary (Normal Business Hours)	\$ 4,680.00	\$ 3,107.52	\$ 1,572.48
Reception Area			
Replace reception desk/cabinets/storage (Normal Business Hours)	\$ 13,000.00	\$ 8,632.00	\$ 4,368.00
Replace flooring	See Above	See Above	See Above
Window Coverings	\$ 5,137.50	\$ 3,411.30	\$ 1,726.20
New Chairs Qty 6@\$450	\$ 2,700.00	\$ 1,792.80	\$ 907.20
Replace side tables 2@\$620	\$ 1,240.00	\$ 823.36	\$ 416.64
Brochure Holder 3 @ \$1,475	\$ 4,425.00	\$ 2,938.20	\$ 1,486.80
Replace acoustical panels - with Dry wall solution (at equipment room)	\$ 2,100.00	\$ 1,394.40	\$ 705.60
Prep and Paint Soffit and painted walls	\$ 1,914.00	\$ 1,270.90	\$ 643.10
Paint Ceiling tiles	\$ 594.00	\$ 394.42	\$ 199.58
Prep and Paint window and door trim	\$ 3,180.00	\$ 2,111.52	\$ 1,068.48
Waiting Area			
Replace flooring	See Above	See Above	See Above
Acoustic Protection on Back wall (Normal Business Hours)	\$ 5,850.00	\$ 3,884.40	\$ 1,965.60
Replace drinking fountain repair drywall as necessary	\$ 5,570.00	\$ 3,698.48	\$ 1,871.52
Remove windows at admin area, frame and drywall, tape and mud	\$ 3,200.00	\$ 2,124.80	\$ 1,075.20
Install additional lighting	In house	In house	In house
Buffet Area Millwork - 2 - 6' Mobile Cabinets with locking Casters with Quartz Countertop (Normal Business Hours)	\$ 8,710.00	\$ 5,783.44	\$ 2,926.56
Move electrical to accommodate Millwork	\$ 1,500.00	\$ 996.00	\$ 504.00
New Chairs Qty 15@\$450	\$ 6,750.00	\$ 4,482.00	\$ 2,268.00
Replace side tables 3@\$620	\$ 1,860.00	\$ 1,235.04	\$ 624.96
Prep and Paint Soffit and painted walls	\$ 2,640.00	\$ 1,752.96	\$ 887.04
Paint Ceiling tiles - OCWD to replace broken tiles	\$ 1,140.00	\$ 756.96	\$ 383.04
Prep and Paint window and door trim	\$ 594.00	\$ 394.42	\$ 199.58
Paint Doors	\$ 420.00	\$ 278.88	\$ 141.12
Restrooms Womens and Mens			
Demo tile and walls as necessary	\$ 3,800.00	\$ 2,523.20	\$ 1,276.80
New drywall and drywall patching as necessary	\$ 5,400.00	\$ 3,585.60	\$ 1,814.40
Upgrade plumbing and new fixtures	\$ 9,044.00	\$ 6,005.22	\$ 3,038.78
New light over mirror	\$ 950.00	\$ 630.80	\$ 319.20
New tile on walls and floor	\$ 18,354.00	\$ 12,187.06	\$ 6,166.94
Paint	\$ 1,560.00	\$ 1,035.84	\$ 524.16
Paint Doors	\$ 420.00	\$ 278.88	\$ 141.12
New partitions walls and accessories	\$ 11,210.00	\$ 7,443.44	\$ 3,766.56
Vanity and Corian Counter	\$ 5,499.00	\$ 3,651.34	\$ 1,847.66
Sub Contractor Misc: Liability Insurance, Clean-up, Mgmt	\$ 1,500.00	\$ 996.00	\$ 504.00

ORANGE COUNTY WATER DISTRICT
Renovation Costs for Board Room, Restrooms, C3, Public Areas and MWDOC

		OCWD	MWDOC
AREA/DESCRIPTION	TOTAL COST	66.40%	33.60%
<u>Conference Room 3</u>			
Replace Acoustical Panels (Normal Business Hours)	\$ 23,147.80	\$ 15,370.14	\$ 7,777.66
Prep and paint wall and soffit	\$ 2,274.00	\$ 1,509.94	\$ 764.06
Prep and paint ceiling tiles	\$ 594.00	\$ 394.42	\$ 199.58
Paint Doors	\$ 240.00	\$ 159.36	\$ 80.64
New stacking chairs to match C2 12@\$386.00	\$ 4,632.00	\$ 3,075.65	\$ 1,556.35
New conference Chairs to match C2 12@\$910.00	\$ 10,920.00	\$ 7,250.88	\$ 3,669.12
New Millwork - Lower Cabinets with Corian top (Normal Business Hours)	\$ 6,827.60	\$ 4,533.53	\$ 2,294.07
Move electrical to accommodate Millwork	\$ 500.00	\$ 332.00	\$ 168.00
Replace carpet	<i>See Above</i>	<i>See Above</i>	<i>See Above</i>
<u>MWDOC Entry Area</u>			
Demolition of Tile (Special Conditions)	\$ 7,800.00	-	\$ 7,800.00
Installation of tile in entrance area	\$ 6,400.00	-	\$ 6,400.00
New Chairs Qty 6@\$450	\$ 2,700.00	-	\$ 2,700.00
Replace side tables 2@\$620	\$ 1,240.00	-	\$ 1,240.00
Acoustic Protection on Walls (Normal Business Hours)	\$ 7,709.00	-	\$ 7,709.00
Prep and Paint Walls and Trim	\$ 2,274.00	-	\$ 2,274.00
New Millwork with Laminate Counters	\$ 6,799.00	-	\$ 6,799.00
<u>MWDOC RESTROOMS</u>			
Refurbish 2 ADA Restrooms and Reconfigure 2 non-ADA Restrooms (Budget Figures)	\$ 102,000.00	-	\$ 102,000.00
Sub-Total	\$ 483,333.90	\$ 230,017.50	\$ 253,316.40
Sales Tax on Furniture and Window Coverings	\$ 3,328.36	\$ 2,210.03	\$ 1,118.33
Installation Costs	\$ 1,387.50	\$ 921.30	\$ 466.20
TOTALS	\$ 488,049.76	\$ 233,148.83	\$ 254,900.93

GENERAL MANAGER'S REPORT OF STAFF ACTIVITIES JULY 2015

Managers' Meeting	<p>MWDOC held its Member Agency Managers' meeting in Fountain Valley on Thursday, June 18. In attendance were Marc Marcantonio and Steve Conklin (YLWD); Howard Johnson (Brady); Lisa Ohlund (EOCWD); Cel Padilla (Garden Grove); Matt Collings (MNWD); Bart Crawley (Tustin); Ken Vecchiarelli (GSWC); Hector Ruiz (TCWD); Paul Cook and Paul Weghorst (IRWD); Bob Hill (ETWD); Luis Estevez (Seal Beach); Michael Grisso (Buena Park); Jose Diaz (Orange); Dave Rebensdorf (San Clemente); Nabil Saba and Armando Fernandez (Santa Ana); Mike Markus and John Kennedy (OCWD); Brian Ragland (Huntington Beach); Paul Shoenberger (Mesa); Dan Ferons (SMWD); and Karl Seckel; Harvey De La Torre; Michelle Tuchman; Richard Bell; Kevin Hostert; Keith Lyon and myself of staff.</p> <p>The agenda included the following:</p> <ol style="list-style-type: none"> 1. Revisions to Admin Code 2. Drought Allocations: Request for Projected Local Supplies for Fiscal 2015/16 3. Turf Removal Funding & Implementation 4. MET Water Supply Update (SWP & CRA) 5. Drought Messaging & Value of Water 6. Prop 1 Funding Opportunities 7. FY15/16 Choice School Program 8. SWRCB Issues 9. UWMP Process Update 10. Link to Report Water Waste at State-Owned Facilities 11. Mesa's Poll regarding Willingness to pay for Ocean Desal through a Parcel Charge of Property Taxes <p>The next meeting is tentatively scheduled for July 16.</p>
ACC-OC's City Leaders' Reception	<p>Director Brett Barbre and Heather and I attended ACC-OC's City Leaders' Reception hosted at the Disneyland Hotel.</p>
Discovery Science Center Grand Opening	<p>Director Barbre and Karl attended the Discovery Science Center Grand Expansion opening that more than doubles the museum space.</p>

MET ITEMS CRITICAL TO ORANGE COUNTY

MET's Water Supply Conditions

Estimated SWP and CRA Supplies for 2015

Metropolitan's "Table A" supplies from the State Water Project (SWP) remain at 20%, equaling 382,000 AF. With less than 10% of the precipitation typically occurring in the remaining months of the water year and little to no spring snowmelt anticipated, hydrology is no longer the key driver to increase SWP supplies. Instead, exports from the Delta and storage changes in San Luis Reservoir will guide potential increases to the SWP Allocation later this year.

As for Colorado River supplies, dry and warm conditions have prompted early snowmelt and below average runoff. As a result, Lake Mead's elevation continues to drop and is causing the Lake to reach its lowest level since it was first filled. However, conditions improved in May, with precipitation measuring 224% of normal for the month; reducing the likelihood of a shortage being declared in 2016.

MET staff estimates that Colorado River supplies for 2015 will total 925,000 AF (not including ICS deliveries or exchanges). Below is a detailed list of MET's 2015 Colorado River supplies:

Colorado River Aqueduct Supply Estimates for 2015	
<i>MET's Basic Apportionment</i>	550,000 AF
IID/MWD Conservation Program	88,000 AF
PVID Land Fallowing	85,000 AF
Transfers to SDCWA (IID Transfer and Canal Lining)	180,000 AF
Canal Lining Water to MET	16,000 AF
Lower Colorado River Supply Project	6,000 AF
TOTAL CRA SUPPLIES 925,000 AF	

Estimated MET Demands for 2015

With the implementation of MET's Water Supply Allocation Plan (WASP) at a level 3, MET set the regional demand of imported water to roughly 1.93 MAF. This reflects a 15% demand reduction over the

MET's Water Supply Conditions (Continued)	<p>allocation baseline of 2.2 MAF. Although the WSAP level 3 assumes demands will be reduced to 1.93 MAF over the allocation year (FY 2015-16), this equates to 1.96 MAF over the calendar year of 2015.</p> <p><u>MET Storage and Transfer/Exchanges for 2015</u> With an imported demand of 1.96 MAF for 2015 and base supplies from the CRA and SWP totaling 1.307 MAF, MET estimates a draw from dry-year storage of 489,000 AF and transfers and exchanges of 165,000 AF. As a result of adjustments and accounting for conveyance constraints, approximately 574,000 AF of dry-year storage is available for 2015 at a 20% SWP allocation.</p> <p>Although recently approved transfer agreements with sellers in the Feather River Basin in Northern California have been reduced due to the drought, discussions are currently on-going with partners on the Colorado River system to secure additional transfers and exchanges to firm up the 165,000 AF target.</p> <p><u>Water Supply and Demand Balance for 2015</u> The table below shows the total water supply and demand balance estimated for 2015:</p> <table border="1" data-bbox="522 1010 1414 1283"> <thead> <tr> <th colspan="2">MET Water Supply and Demand Balance for 2015</th></tr> </thead> <tbody> <tr> <td>Total CRA Supplies</td><td>925,000 AF</td></tr> <tr> <td>Total SWP Supplies</td><td>382,000 AF</td></tr> <tr> <td>Dry-Year Storage Draw</td><td>489,000 AF</td></tr> <tr> <td>Transfer/Exchanges</td><td>165,000 AF</td></tr> <tr> <td>Total Supplies</td><td>1,961,000 AF</td></tr> <tr> <td>Total Demand and Losses</td><td>1,961,000 AF</td></tr> </tbody> </table>	MET Water Supply and Demand Balance for 2015		Total CRA Supplies	925,000 AF	Total SWP Supplies	382,000 AF	Dry-Year Storage Draw	489,000 AF	Transfer/Exchanges	165,000 AF	Total Supplies	1,961,000 AF	Total Demand and Losses	1,961,000 AF
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Total Demand and Losses	1,961,000 AF														
MET's Finance and Rate Issues	<p><u>MET Financial Report</u> At MET's June Finance and Insurance Committee, MET staff provided their monthly financial report. For cumulative water sales through the end of May, MET reported 172,200 Acre-Feet (AF) or 10% higher than budget. These additional water sales are expected to generate approximately \$110.4 million in additional revenue. Expenses continue to track under budget at approximately \$50 million. Staff plans to provide a full review of its mid-cycle biennial budget at next month's Committee meeting.</p>														
Colorado River Issues	<p><u>Metropolitan Stores ICS Water for Imperial Irrigation District</u> MET will be storing about 18,000 AF of water for the Imperial Irrigation District (IID) that was conserved in 2014. Per the terms of the California Intentionally Created Surplus (CAICS) Agreement which was executed in 2007, IID has the ability to store water in Lake</p>														

Colorado River Issues (Continued)	<p>Mead, known as Intentionally Created Surplus (ICS), and request to store water within MET's service area, recovering the water at a later date. At the end of 2014, IID conserved about 38,000 AF more than it needed to meet its Quantification Settlement Agreement transfer commitments. IID will be storing half of this water in Lake Mead as ICS and half of this water with MET. Per the terms of the CAICS agreement, any of IID's water stored by MET is subject to a 10% storage loss, and MET is not obligated to return the water to IID in years when it has issued its water allocation plan, limiting deliveries to its member agencies.</p> <p><u>U. S. Bureau of Reclamation (USBR) Study Forecasts Significant Lake Mead Decline</u></p> <p>On May 15, USBR updated its water operations study, known as the 24-month study, which forecasts the levels of Lake Mead for the next two years. That study predicted that Lake Mead would reach a low-point of 1,073 feet this summer (the lowest level ever), and finish the year just above 1,075 feet, barely avoiding a shortage declaration for 2016. For 2016, the study forecasted that Lake Mead would drop below 1,055 feet, resulting in a first-ever shortage declaration in 2017. Since the study was completed, however, precipitation in the Colorado River Basin has been well above average, and it is likely that the Lake Mead forecast will increase when USBR updates its 24-month study at the end of June 2015.</p>
Bay Delta/State Water Project Issues	<p><u>Bay Delta Conservation Plan</u></p> <p>On April 30, 2015, the State proposed a change in direction for the Bay Delta Conservation Plan (BDCP). <i>State and federal agencies are proposing alternatives to separate the conveyance facility and habitat restoration measures into two separate efforts: California Water Fix and California Eco Restore.</i> These two efforts would be implemented under a different Endangered Species Act permitting process and would be implemented to fulfill the requirement of the 2009 Delta Reform Act to meet co-equal goals.</p> <p>Under the Eco Restore Program, the State has outlined an aggressive goal to pursue the restoration of at least 30,000 acres of Delta habitat over the next five years. These restoration actions include new projects as well as actions pursuant to pre-existing regulatory requirements, all designed to improve the overall health of the Delta. In addition, the Delta Conservancy will lead a process to identify other priority restoration projects, in collaboration with local governments and with a priority on using public lands in the Delta. Funding for restoration projects will be provided through multiple sources including state bonds and other state-mandated funds, State Water Project/Central Valley Project (SWP/CVP) contractors as part of existing regulatory obligations, and various local and federal partners.</p>

Bay Delta/State Water Project Issues (Continued)	<p>The construction and operations of the new water conveyance facilities is the focus of the California Water Fix. Several changes are being proposed to the new water conveyance facilities that would reduce overall project environmental impacts and minimize local community disruptions. The proposed approach would include three new state-of-the-art intakes along the Sacramento River, each with 3,000 cfs capacity and two 40-foot diameter tunnels up to 150-feet below ground to convey water to Clifton Court Forebay. Engineering configuration improvements to eliminate pumping plants, reduce permanent power lines and power use, reconfigure sediment basins, and reconfigure/relocate construction staging sites would result in reduced environmental and construction impacts and improve long-term operational benefits. Additionally, the California Water Fix would identify mitigation that is required to offset construction-related impacts and address impacts from operations once the new conveyance facility is online.</p> <p>As part of the State's new proposal, the regulatory approach to obtaining state and federal endangered species compliance would shift from the Habitat Conservation Plan/Natural Community Conservation Plan strategy to an approach that contemplates a Biological Opinion pursuant to the federal Endangered Species Act Section 7 and a corresponding State permit. This approach, as well as the proposed revision to the new water facilities and ecosystem restoration actions, are to be evaluated in a partially Recirculated Draft Environmental Impact Report/Environmental Impact Statement expected to be released in the summer of 2015 (July 2015). Met staff plans to fully evaluate the proposed changes once more information becomes available and assess how this new proposal would address Delta water supply and ecosystem concerns in a manner that meets the Board's policies and MET's long-term supply needs.</p> <p><u>State Water Resources Control Board</u></p> <p>Due to dry conditions in the Delta, the State Water Resources Control Board (SWRCB) started issuing curtailment notices directing water diverters in the Delta watershed to cease diversions. On April 23, 2015, the SWRCB issued a curtailment notice for all post-1914 water rights in the San Joaquin River watershed. On April 30, 2015, the SWRCB issued a curtailment notice to the holders of 88 water rights in the Sacramento-San Joaquin Delta watershed with the Term 91 condition in their permit or license. In general, Term 91 requires diverters junior to the SWP and CVP to curtail their water diversions</p>
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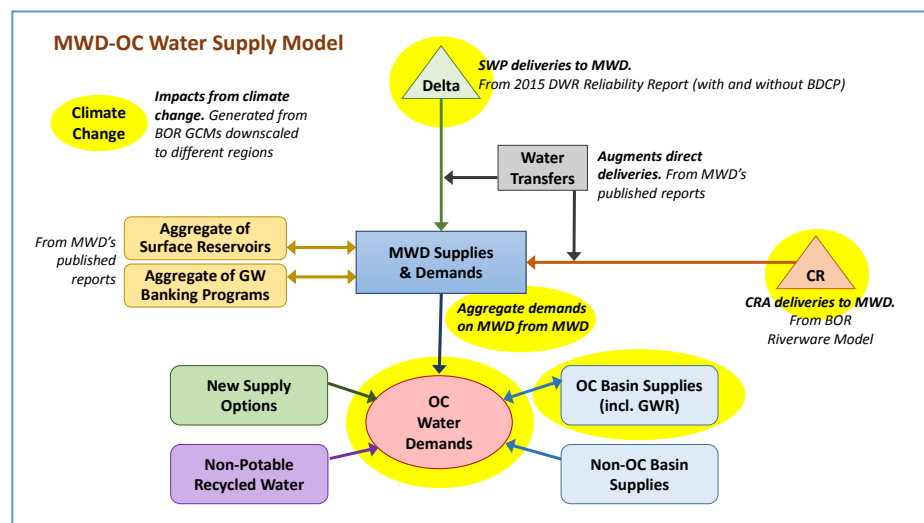
Bay Delta/State Water Project Issues (Continued)	<p>when the Delta is in “balanced conditions” meaning that flow in the Delta is being controlled by project operations rather than by inflow to the Delta. On May 1, the SWRCB issued a curtailment notice for all post-1914 water rights in the Sacramento River watershed. Those who are found to be diverting water beyond what is legally available to them may be subject to administrative fines, cease and desist orders, or prosecution in court. The SWRCB may levy fines of \$1,000 per day, and \$2,500 for each acre-foot diverted or used in excess of a valid water right. Additionally, if the SWRCB issues a cease and desist order against an unauthorized diversion, the violation of such order can result in a fine of \$10,000 per day.</p> <p>As reported previously, the SWRCB considered a Temporary Urgency Change Petition (TUCP) submitted by the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation (USBR) in January 2015, requesting temporary changes to the terms of the water rights permits for operation of the SWP/CVP for February and March 2015. On March 24, 2015, DWR and USBR submitted a request to modify the TUCP order to be effective from April through September 2015. On April 6, 2015, the SWRCB issued a revised order for the April through June 2015 time period. The need for a salinity barrier was identified in the TUCP. DWR decided to install the salinity barrier at the False River location in the western Delta. DWR initiated construction, although a lawsuit challenging the decision to construct the barrier was filed by the Center for Environmental Science, Accuracy & Reliability on May 6, seeking an injunction to stop construction of the barrier.</p> <p><u>Status of Delta Emergency Preparedness</u></p> <p>DWR reported that the funding agreement to improve levees on Old River, along the western portion of Bacon Island, is expected to be executed by mid-2015. This work would enhance levee reliability for a substantial part of the Old River levee system by providing levee crown and slope fill, and waterside levee armoring. These levee improvements would add to conveyance and emergency response capabilities being implemented in the south Delta. DWR also reported that they will raise the elevation of their major emergency preparedness storage facility in Stockton to provide additional protection in the event of flood emergencies.</p>
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Bay Delta/State Water Project Issues (Continued)	DWR recently performed a department-wide exercise that assumed a major earthquake on the Hayward Fault west of the Delta region. The exercise activated all major emergency response components described in their Delta Flood Emergency Management Plan, including a coordinated Flood Operations Center (FOC) and a Department Operations Center (DOC). The DOC is designed to ensure adequate resources are provided to the FOC in a major emergency and to fully integrate emergency communication functions. DWR is using the results of the exercise to determine where improvements are needed to fully integrate emergency communication functions.
ENGINEERING & PLANNING	
Baker Treatment Plant	Karl and Kevin met with staff from IRWD to discuss several issues, including: <ul style="list-style-type: none"> • OC-33 service connection operations, hydraulics and metering issues related to installation of the new Sonic meter in the spring of 2016 • MET issues related to the Sonic meter • Operational coordination for start-up of the Baker Treatment Plant in Summer 2016
Doheny Desalination Project	Work continued under the MET Foundational Action Plan and with the baseline monitoring work required for the coastal lagoon and the lower portion of San Juan Creek. South Coast Water District is proceeding with hiring a Project Manager and Owners Rep Consultant to help them complete the CEQA and preliminary design work for the Doheny Desal Project.
Poseidon Resources Ocean Desalination Project in Huntington Beach	OCWD has continued work on evaluating where the product water produced from the Poseidon Project would be utilized, either for the seawater barrier operations, injection or replenishment in the groundwater basin, for direct delivery to other agencies or some combination thereof. MWDOC has been assisting OCWD in these efforts. Over the past month, the following meetings have been held with MET, MWDOC and OCWD: <ul style="list-style-type: none"> • MET water quality personnel to discuss water quality concerns • MET operations personnel to discuss the operations of the EOCF#2, the Irvine Cross Feeder and the Orange County Feeder to ascertain operational issues that might arise with Poseidon water flowing into the fourth reach of the EOCF#2

Poseidon Resources (Continued)	<ul style="list-style-type: none"> MET Local Resources Program staff members to discuss how the Poseidon Project LRP Agreement provisions would be used to measure the additional production from the Poseidon Project or from the groundwater basin. While no formal commitments could be made by the MET staff members involved, the group felt comfortable that one or more baseline measurements could be developed to demonstrate compliance with the LRP provisions for use of the Poseidon water either for seawater barrier operations, direct delivery or injection or percolation in the groundwater basin. In fact, the current method for determining withdrawal of water from MET's Conjunctive Use Storage Account could possibly be utilized. The final LRP Agreement is always subject to final confirmation by the MET Board and cannot be brought forward until such time as Poseidon has received all permits for the project.
Urban Water Management Plans	Staff from Mesa Water, Anaheim and MNWD and Karl, Richard and Harvey met to review the two proposals received to prepare UWMPs for MWDOC and its agencies for 2015. The group recommended that MWDOC enter into a contract with Arcadis to assist in the development of MWDOC's and Participating Agencies' 2015 UWMPs.
OC-70	Metering inconsistencies at OC-70 were discussed when Karl, Keith and Kevin participated in a meeting with EOCWD and MET. MET is planning on assisting with a flow test to determine where the metering discrepancies might be originating.
School Education Program	Karl and Tiffany participated in several meetings with our agencies regarding both the Elementary and High School Program offerings for this coming year. Staff from Discovery Science Center, Inside the Outdoors and The Ecology Center participated. Elementary School commitments are at about 64,000 and commitments for 10 High Schools have been received.
San Juan Basin Authority	The San Juan Basin Authority meeting for June was cancelled, but the Authority Packet included a draft resolution for consideration by the SJBA to immediately cease pumping water under Water Rights Permit 21074 and request continued monitoring with reports to the Technical Advisory Committee and Board at least monthly of changed conditions to reconsider authorization of pumping at a future time. The resolution will be considered at the July meeting.
Orange County Water Reliability Study	<p>At the June meeting of the OC Water Reliability Workgroup, CDM initiated discussions on the following topics as they began sharing preliminary information from their modeling work:</p> <ul style="list-style-type: none"> Reviewed the structure of their OC Reliability Model, as shown below. Previewed preliminary demand forecasts for OC, including future impacts from WUE investments.

Orange County Water Reliability Study (Continued)

- The features of the model have the ability to provide:
 - Probability and Magnitude of MET Water Shortages and Allocation Levels under 93 years of hydrology (1922 to 2014)
 - Probability and Magnitude of Water Shortages for:
 - Total OC County
 - North County
 - OC Basin
 - MWDOC
 - Three Cities
 - South County
 - OC Basin storage levels, under different BPP assumptions, differing levels of Santa Ana River baseflows and stormflows tied to historical and projected hydrology
 - Analysis of New Options/Operations
 - Test new water supplies
 - Test different Basin operations and storage targets
 - With and without the Delta Fix
 - With and without climate variability
- MWDOC asked for members of the Workgroup to volunteer to work with CDM on the detailed modeling and formulation of Planning Scenarios. The modeling subcommittee will meet on July 7.



OCWD Producers Meeting	The potential of discharging distribution flushing water into the OCSD sewers to support GWRS; OCSD monthly flow report; Making GAP water available for Producers' water trucks; GAP overview; Water cooperative efforts; Sharing of conservation efforts/results; Legislative update; and GW remediation projects updates were discussed when Keith and Kevin attended the July Producers' meeting.
Brea SCADA Repeater & Antenna	The potential of Brea locating a SCADA repeater and antenna at MET's Diemer site was explored when Kevin and Keith attended a meeting with Rudy Correa and Ron Kraus from the City of Brea, Mike Denning from TriMaxSystems (Brea's consultant), and Wes Wiggs from MET. It appeared that the location would work from a communications perspective, so follow up meetings will occur to pursue the concept.
MET Local Resources Program (LRP) Coordinators	Keith participated in the LRP Coordinators meeting at MET where agenda items included: LRP update; On-site Retrofit Program update (OSRP); and 2015 IRP Recycled Water Issue paper. Participants' comments regarding the LRP and OSRP were incorporated into MET's Recycled Water Issue paper for consideration to produce MET's 2015 updated IRP.
EMERGENCY PREPAREDNESS	
General Activities	<p>Dr. Lucy Jones hosted a policy forum on earthquake resiliency which Kelly Hubbard was unable to attend. Consequently, Dr. Jones scheduled a conference call to review the forum's outcomes and her vision on how to involve water utilities in her resiliency discussions. Dr. Jones' intent was to discuss how to create resiliency through local government policy and community preparedness as she strongly believes that water utility resilience and community preparedness will be cornerstones to earthquake recovery. During the call, Kelly and Dr. Jones agreed to work together on ways in which she could assist the water industry to enhance its resilience to earthquakes. Dr. Jones agreed to provide technical review and comment on MWDOC's OC Reliability Study. Additionally, Kelly will be scheduling a meeting between Dr. Jones, Karl, herself and me to discuss policy and planning efforts that could contribute to all of Southern California's water resiliency.</p> <p>In Anaheim on June 8-10, Kelly and Brandon Stock attended AWWA ACE 2015. Brandon attended the Conference as a volunteer and in exchange received full conference registration. As a volunteer, Brandon assisted with room monitoring for Keynote Speaker, Dr. Wallace J. Nichols, who gave a speech that discussed the emotional, behavioral, psychological and physical connection that draws humans to water.</p>

General Activities (Continued)	<p>Throughout the rest of the conference, Brandon attended sessions on: water emergency preparedness and response, best practices for asset resilience, drought response and planning, emergency response to the Napa Earthquake, water system design for flood protection, distribution system emergencies, and fire protection.</p> <p>Kelly provided three separate presentations at ACE 2015:</p> <ul style="list-style-type: none"> • Partnerships in Shaping the Water Sector Liaison Position • Water Sector Position Overview and Why Every County Needs One • Water Preparedness 101 for Small Systems <p>Additionally, Kelly participated in the AWWA National Security & Emergency Planning Committee meeting and the Cal WARN Annual meeting at ACE 2015. She proposed a webinar training program for AWWA grant funding that would be made available nationally, and would be a great benefit for the WEROC Member Agencies.</p> <p>Brandon completed a draft revision of the California OES Regional Emergency Operations Center Water Sector Unit Leader Standard Operating Procedure. This is a document that Kelly led the development of in 2009, and was scheduled to be updated.</p> <p>Brandon attended Terrorism Liaison Officer (TLO) Basic Training which educates field responders (law, fire, public works, etc.) on policies and procedures of the Fusion Center which they would work with for their area. The Fusion Centers in the State utilize the TLO Program to foster communication and collaboration among the response community, including the federal homeland security and intelligence communities, and public safety stakeholders. TLOs serve as the conduit through which homeland security and crime-related information flows from the field to the Fusion Center for assessment and analysis. The Orange County Intelligence Assessment Center is one of the few county based Fusion Centers and has built a strong working relationship with WEROC.</p>
Coordination with Member Agencies	<p>The WEROC EOC staff and Member Agencies participated in the county-wide earthquake exercise "Surf Quake 2015" on May 21. Over 25 local government agencies participated in the exercise. WEROC hosted an After-Action meeting on Tuesday, June 2, for its member agencies. Kelly met with Moulton Niguel WD on a separate date since their staff was not available on June 2. Both meetings were held at the WEROC South EOC so that Member Agency staff could see how the WEROC EOC whiteboards worked during the exercise and what information was received. The After-Action meetings provided great feedback on the WEROC training program and future exercise development.</p>

Coordination with the County of Orange	<p>At Concordia University in Irvine, Brandon attended the Orange County Emergency Management Organization (OCEMO) monthly meeting. There was a presentation given by Paul Simonds from Sempra Utilities which included a power point on their Emergency Operations Center and emergency response protocols. The presentation was beneficial and provided insight on how a power utility practices redundancy and emergency management.</p> <p>Kelly attended the June OCEMO WebEOC Committee meeting. The group discussed the next software update of WebEOC and the redesign of OC's WebEOC functionality. The changes discussed will simplify reporting of emergency information and make the system easier to use for the WEROC EOC staff and Member Agencies. It will take approximately a year for the system to be completely redesigned and implemented. WEROC will continue to participate in its development and will provide training to Member Agencies and EOC staff once it is finished.</p>
Coordination with Outside Agencies	<p>Kelly participated in the California Office of Emergency Services (Cal OES) Southern Region Drought Conference Call on June 8, 15 and 22. Kelly participates as the Region 1 California Water/Wastewater Agency Response Network (CalWARN) representative. The calls provide good information on state-wide drought response efforts, programs, and activities.</p> <p>The Emergency Manager for Disneyland Parks and Properties for Southern California reached out to Kelly for some recommendations for emergency drinking water planning. For emergency planning purposes, Disneyland is exploring their options to purchase portable treatment units to utilize their many water features on site property to provide drinking water, sanitation and food services to any guests or staff that may end up stranded at the park following a major disaster. A meeting with Kelly, Disneyland emergency management and engineering staff, and the District Engineer for the State Water Resource Control Board – Division of Drinking Water (SWRCB-DDW) was held on June 22 to discuss possible options for the park. SWRCB-DDW attended to assist in the water quality discussion rather than as a regulatory agency since Disneyland is not considered a public water system. The group discussed considerations for the various water sources, treatment options, storage options, distribution within the park, and other partners that should be involved in future discussions. Disneyland staff will move forward with some strategic planning and schedule a meeting with identified partners once draft concepts have been developed.</p>

Coordination with Outside Agencies (Continued)	<p>Brandon set up a conference call with New York City Office of Emergency Management (NYC OEM) to review their organizational structure and planning tools to help WEROC further develop its own programs and plans. Useful information came out of the discussion and helped trigger future thoughts about what WEROC can do to be successful in developing new plans. We are awaiting documents that will be shared by NYC OEM.</p> <p>Kelly has been working with the EPA Water Security Division to host a training opportunity for the WEROC Member Agencies in Orange County:</p> <ul style="list-style-type: none"> • Water and Power Resiliency Workshop – July 16 <p>This training is only being offered once in California and so it will be a great opportunity to host it in OC. It required quite a bit of coordination and planning with EPA to ensure that the training program is developed specifically for Southern California. The Decontamination Tabletop Exercise had 25 participants from water and wastewater utilities, SWRCB-DDW, Cal EPA, EPA, FEMA, OC Health Care Agency and OCFA. Additionally staff worked with SWRCB-DDW to add a 2 hour refresher class on the Emergency Water Quality Sample Kits for Unknown Contaminants which had additional participants and was the first refresher in the state since 2006.</p>
WEROC Emergency Operations Center (EOC) Readiness	<p>Both EOC's continue to have construction onsite, however construction at both sites has largely wrapped up. The North EOC site has the IRWD Baker Raw Water Pump Station construction in process and the South EOC has a communications infrastructure construction project onsite for El Toro Water District. Both sites are still accessible and in working order, but because the North EOC is physically a smaller site with construction traffic, the South EOC will continue as the primary EOC at this time.</p> <p>Brandon completed a significant update of forms, resource binders and function guides at the North EOC and will start on the materials at the Fountain Valley office. The South EOC has already been updated.</p> <p>The minor bi-annual generator service was completed at the North EOC. ETWD staff provides regular maintenance on the WEROC South EOC generator and recently discovered a few minor maintenance issues. ETWD staff notified WEROC of the issues, expedited the repair and made their own generator available, if it was needed, for an emergency response. Their response and coordination was exceptional and appreciated.</p>

WEROC Emergency Operations Center (EOC) Readiness (Continued)	<p>In Case of Crisis, WEROC's emergency plan phone application, has been so successful that the company had to merge with another phone application technology company in order to continue to support their product with a larger audience. Brandon and Kelly participated in a transition call with the support staff of "In Case of Crisis" and the new support staff for "Facility Dude" (the new company). The discussion allowed WEROC to touch base with our new point of contact for Facility Dude and set a time frame for full transition between the companies. The transition is mostly facilitated on the backend of the product with only a few concepts that WEROC staff will have to facilitate with EOC staff and Member Agencies for the update.</p> <p>The contract for the WEROC Radio Assessment with Eagle Communications was finalized and they have started site visits with member agencies. The finalization of the WEROC Radio Assessment is largely dependent on the coordination and availability of Member Agencies. The estimated project completion date is August 2015. A summary of the assessment will be provided to the Board when available.</p>
WATER USE EFFICIENCY	
MET's Water Use Efficiency Meeting	<p>On June 18, Beth Fahl participated in MET's Water Use Efficiency Meeting where about 35 member agency staff participated. Meeting topics included:</p> <ul style="list-style-type: none"> • May 26 Special MET Board Meeting and Actions <ul style="list-style-type: none"> ○ June 12th Member Agency Managers Meeting <ul style="list-style-type: none"> ▪ Member Agency Administered Program New Requirements ○ Addendums and Budgets ○ Next Fiscal Year • Member Agency Roundtable • CA Conservation Corps • Update on Outreach Campaign • Integrated Resources Plan <ul style="list-style-type: none"> ○ Identifying water conservation issues, opportunities, and potential actions to draft the Local Resources Issue Paper Addendum as part of the IRP Technical Update ○ Review of the methodology and assumptions used in MET's Conservation Savings Model. <p>The next meeting is scheduled for July 16, 2015 at MET.</p>

NPDES Public Education Sub-Committee Meeting	<p>At the County of Orange on June 23, Beth attended the NPDES Public Education Sub-Committee meeting where approximately 10 agencies were in attendance. Discussion topics included:</p> <ul style="list-style-type: none"> • WaterSmart Landscape Contest • Gnorman's Gneighborhood Update • Overwatering Campaign Updates • Year 4 Campaign Element Updates • Material Revisions • Permittee Support • Permittee Roundtable <p>The next meeting is scheduled for July 28, 2015 at the County.</p>
Orange County Garden Friendly Planning Meeting	<p>At the Orange Home Depot on July 1, Melissa Baum-Haley, along with representatives from the County of Orange and the University of California Cooperative Extension, attended a planning meeting. Local and regional Home Depot management were also in attendance. The objective of the meeting was to plan the fall and spring season events, as well as developing a pilot approach to in-store promotion of rebate eligible products.</p>
Model Water Efficient Landscape Ordinance Update	<p>On July 2, Joe Berg and Melissa participated in a conference call with DWR staff. The purpose of the call was to review and discuss the comments MWDOC submitted to DWR for the Model Water Efficient Landscape Ordinance 2015 revision.</p>
Orange County Water Use Efficiency Coordinators' Workgroup	<p>At the City of San Clemente on July 2, Melissa, Joe, Steve Hedges, and Michelle Tuchman attended the Workgroup meeting where about 13 agencies participated. Highlights on the agenda included:</p> <ul style="list-style-type: none"> • MWDOC Updates • Agency Roundtable/Problem Solving Roundtable • Public Affairs/Marketing Update <ul style="list-style-type: none"> ○ MET's New Campaign ○ MWDOC's New PSA ○ MWDOC Advertisements • MET Update <ul style="list-style-type: none"> ○ MET-Funded Member Agency Administered Program ○ Budget and Program Modifications • Water Use Efficiency Programs Update <ul style="list-style-type: none"> ○ Turf Removal Program ○ Umbrella Agreement • Brainstorming the Future of WUE • California Urban Water Conservation Council <p>The next meeting is scheduled for August 6 at Newport Beach.</p>

PUBLIC/GOVERNMENT AFFAIRS

Member Agency Relations	<p>Heather hosted a Legislative Coordinators' luncheon briefing for MWDOC member agencies where 10 different agencies were represented.</p> <p>The July 17 inspection trip to Weymouth and Jet Propulsion Laboratory (JPL) is full with 33 participants, including MET Board members, legislative staffers, and members of the WACO group. Director Dick will be the host. Tiffany, who will be the MWDOC staff member attending the trip, worked with Director Dick, MET staff and JPL on trip plans and associated details.</p> <p>Tiffany has also been working with Director Dick, Assemblyman Travis Allen's office, and MET staff to finalize trip logistics, send invitations, and register guests for a State Water Project inspection trip Aug. 14-15. The guest list will include business and community leaders selected by the Assemblyman's office.</p> <p>Two additional inspection trips have been added to better accommodate the Orange County Grand Jury. Tiffany has been working with MET staff to finalize the inspection trip scheduled for this season.</p> <p>Items for the Dropbox account continue to be submitted by member agency staff. The account was established by the Public Affairs Department as a member-agency hub where all agencies can share outreach materials and other information, including vendors, upcoming events, water supply reports, and items of special interest for water use efficiency staff. Tiffany has primary responsibility for uploading items submitted by member agencies. Information on member agency drought outreach efforts is being used to prepare a matrix of countywide efforts. Tracking information of this kind was requested by member agency general managers during their June meeting; they were happy to learn this effort was already started place. In addition to items submitted by member agencies, the Dropbox account includes shared marketing materials and graphics created by MET and ACWA/DWR. These items, such as lawn signs, infographics, posters, door hangers, bill stuffers and more, can be customized by MWDOC and our member agencies, and used for additional drought outreach.</p>
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Member Agency Relations (Continued)	<p>An update on ACWA, MET and MWDOC's drought-outreach efforts was presented by Michelle to the member agency general managers at their June 18 meeting and to member agency Water Use Efficiency staff at their June 30 meeting in San Clemente.</p> <p>The MWDOC Public Affairs Workgroup meeting (PAW) was held on Thursday, June 25. Michelle and Tiffany led the meeting, which was attended by 24 member agency PIOs. The meeting included an update on the turf removal program by Joe Berg and a review of ACWA's and MET's drought advertising campaign efforts. Updates were also presented on the School Program. The majority of the meeting was spent discussing countywide drought messaging, including individual member agency efforts. PIOs discussed what messages are resonating with customers and which communications vehicles are most effective. At the conclusion of the meeting, participants commented on how beneficial it was to share ideas.</p>
Community Relations	<p>Tiffany B., Bryce, Tiffany F. and Marey implemented MWDOC's social media activities through Facebook, Twitter, and Pinterest during this period.</p> <p>Tiffany updated several pages on the MWDOC website.</p> <p>MWDOC partnered with OCSD and OCWD to staff a booth at the 2015 Fountain Valley Summerfest, June 25 - 28. MWDOC provided printed materials and giveaways that promote water conservation, available rebates, and information about the drought. MWDOC interns Bryce, Marey and Trevor staffed the booth. More than 30,000 people attended the event.</p>
Education	<p>The new Ricki books have been finalized, printed and delivered to Discovery Science Center.</p> <p>Working with MWDOC member agencies, the Discovery Science Center, Inside the Outdoors and The Ecology Center, Tiffany has scheduled the first two of several working groups to provide feedback and suggestions regarding content and approach for the 2015-2016 school program. The first two workgroups will be held on July 23.</p>
Media Relations	<p>The Register continues to call MWDOC (with Michelle the primary contact) for drought-related information. The latest article, "O.C., state sharply cut water use," was the front-page story in the July 2 Register and included quotes from Joe Berg.</p>

Special Projects	<p>Plans and details for the July 29 Water Policy Forum and Dinner are well underway. Felicia Marcus, SWRCB Chair, will be keynote speaker. Tiffany has been working with Felicia's assistant to determine specific travel, presentation and AV needs for the event. As of July 8, more than 200 people had already registered for the event. This number includes 12 reserved tables. Print invitations have been created and distributed, as have special invitations to local legislators and their staff.</p> <p>Tiffany B. and Tiffany F. prepared the July cover image for social media and the website.</p> <p>MWDOC's new drought PSA has been uploaded to the agency's YouTube account, website, Dropbox account, and has been shared on social media.</p> <p>ACWA has created a new drought response webpage, http://droughtresponse.acwa.com/. Michelle and Tiffany coordinated content for the MWDOC "badge."</p> <p>WEROC is hosting a Disaster Cost Recovery Training workshop on Aug. 19. Tiffany generated the registration content and form.</p> <p>Heather participated in the ISDOC monthly Executive Committee meeting. She also prepared and sent out the invitation for the Quarterly Luncheon scheduled for July 30.</p> <p>Heather participated in Southern California Water Committee's Energy Efficiency Task Force meeting on July 8.</p> <p>Heather staffed the monthly WACO meeting.</p>
Water-Use Efficiency Marketing	<p>Tiffany coordinated with MET and MWDOC member agencies to prepare the final order of MET restaurant conservation placards. Once received, these will be distributed to member agencies per their request.</p> <p>Heather, Joe and Melissa coordinated efforts to work with Orange County cities to update the Model Water Efficient Landscape Ordinance. Heather & Melissa attended and presented at the first meeting on July 9 hosted by ACC-OC. Future meetings will be hosted at MWDOC.</p>
Legislative Affairs	<p>Heather participated in a conference call on AB 647 (Eggman), a groundwater bill, to iron out differences between OCWD and MET. The issue has since been resolved amicably.</p>

Legislative Affairs (Continued)	<p>Heather met with Peter DeMarco, the legislative affairs manager for the County of Orange, to discuss how we can work together collaboratively in the future.</p> <p>Heather participated in MET's member agency legislative coordinators conference calls on June 25 and July 9.</p> <p>In Sacramento, Heather attended ACWA's State Legislative Committee meeting. While in Sacramento, she also met with Senate Housing & Transportation Committee consultant, Ted Morley. Additionally, along with MET's Kathy Cole and TPA's Casey Elliott, she met with Assemblyman Mike Gatto's Legislative Director, Aaron Moreno, and Fellow, Nardos Girma, to discuss their bill, AB 1164, which would prohibit cities from banning artificial turf and provide funding for turf removal rebates.</p>
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pat meszaros
07/10/15

INFORMATION CALENDAR

**MWDOC GENERAL INFORMATION
ITEMS**

MWDOC BOARD OF DIRECTORS

- Brett R. Barbre
- Larry D. Dick
- Wayne Osborne
- Joan Finnegan
- Sat Tamaribuchi
- Jeffery M. Thomas
- Susan Hinman