

**MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**  
Jointly with the  
**PLANNING & OPERATIONS COMMITTEE**  
November 3, 2014, 8:30 a.m.  
MWDOC Conference Room 101

**P&O Committee:**  
Director Osborne, Chair  
Director Barbre  
Director Hinman

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

Ex Officio Member: L. Dick

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

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

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

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

**ACTION ITEMS**

1. AUTHORIZATION TO SIGN FUNDING AGREEMENTS FOR IMPLEMENTATION OF A COMPREHENSIVE LANDSCAPE WATER USE EFFICIENCY PROGRAM
2. TRI-COUNTY FUNDING AREA COORDINATING COMMITTEE (TCFACC) AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR SHARING OF PROPOSITION FUNDING WITHIN THE SAN DIEGO FUNDING AREA

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

3. 20 X 2020 ORANGE COUNTY REGIONAL ALLIANCE PROGRESS REPORT
4. CALDESAL THIRD ANNUAL CONFERENCE: THEME “TRANSITION FROM CRISIS MANAGEMENT TO RESOURCE MANAGEMENT” AND UPDATE ON THE CALAM MONTEREY PENINSULA WATER SUPPLY PROJECT
5. STATUS REPORTS
  - a. Ongoing MWD OC Reliability and Engineering/Planning Projects
  - b. WEROC
  - c. Water Use Efficiency Projects
  - d. Water Use Efficiency Programs Savings and Implementation Report
6. REVIEW OF ISSUES RELATED TO CONSTRUCTION PROGRAMS, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

## **ADJOURNMENT**

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

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



**ACTION ITEM**  
November 19, 2014

**TO:** Board of Directors

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

Robert Hunter  
General Manager

Staff Contact: J. Berg  
WUE Programs Manager

**SUBJECT: Authorization to sign funding agreements for implementation of a Comprehensive Landscape Water Use Efficiency Program**

**STAFF RECOMMENDATION**

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Staff recommends the Board of Directors authorize:

1. The General Manager to sign the Implementation Agreement between the County of Orange and MWDOC to access the Proposition 84 funding for implementation of the Comprehensive Landscape Water Use Efficiency Program, and
2. Staff to apply the Proposition 84 funding to MWDOC and Metropolitan regional landscape rebate programs.

**COMMITTEE RECOMMENDATION**

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Committee recommends (To be determined at Committee Meeting)

**SUMMARY**

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Through the South Orange County Integrated Regional Water Management Planning process, MWDOC was awarded a Proposition 84 grant in the amount of \$708,554 for implementation of a Comprehensive Landscape Water Use Efficiency Program. This program will offer rebate incentives to residential and commercial property owners to replace non-functional turf grass with California Friendly plantings and install smart irrigation timers, low-volume sprinkler nozzles, and drip irrigation.

**DETAILED REPORT**

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The Comprehensive Landscape Water Use Efficiency Program is one of four projects selected for Proposition 84 Round Two funding in the South Orange County Integrated Regional Water Management Area. The other three projects include the Audubon Starr

<b>Budgeted (Y/N):</b> N/A	Budgeted amount: N/A	Core __	Choice <u>X</u>
<b>Action item amount:</b> N/A	Line item: 9109-3427		
<b>Fiscal Impact (explain if unbudgeted):</b> N/A			

Ranch Sanctuary's Riparian Invasive Control, Restoration, Monitoring and Education Project; IRWD-Baker Water Treatment Plant; and SCWD-Targeted Water Conservation Programs.

The Comprehensive Landscape Water Use Efficiency Program will offer rebate incentives to residential and commercial property owners throughout south Orange County to replace non-functional turf grass with California Friendly plantings and install smart irrigation timers, low-volume sprinkler nozzles, and drip irrigation. This program will be implemented in partnership with south county water districts and cities through the regional rebate programs administered by MWDOC and Metropolitan.

The total project cost is \$1,660,817 and will be funded through contributions from the Proposition 84 grant and Metropolitan Conservation Credits, as summarized in Table 1. Water savings are projected to be 8,882 acre feet over the life of the landscape improvements. The cost per acre foot saved is therefore \$187 (Total project cost of \$1,660,817 / 8,882 acre feet saved = \$187).

<b>Table 1</b> <b>Comprehensive Landscape Water Use Efficiency Program</b> <b>Funding Partnership</b>		
<b>Funding Source</b>	<b>Contribution</b>	<b>Percent</b>
Proposition 84 Grant	\$708,554	43%
Metropolitan Conservation Credits	\$952,263	57%
<b>Total</b>	<b>\$1,660,817</b>	<b>100%</b>

The Comprehensive Landscape Water Use Efficiency Program will be implemented through MWDOC and Metropolitan's regional rebate programs. Proposition 84 funding will be used to enhance base incentives provided by Metropolitan. Administrative costs to process rebates will be provided by Metropolitan and through in-kind staff time from MWDOC. MWDOC will be reimbursed \$33,028 for its staff time to administer the rebate program.

As lead agency for the South Orange County Integrated Regional Water Management Planning area, the County of Orange is serving as grantee with the California Department of Water Resources. Each project proponent, including MWDOC, is a sub-grantee to the County of Orange. The Implementation Agreement to formalize this arrangement and access the Proposition 84 funding is provided as Exhibit 1.

Staff recommends the Board of Directors authorize:

1. The General Manager to sign the Implementation Agreement between the County of Orange and MWDOC to access the Proposition 84 funding for implementation of the Comprehensive Landscape Water Use Efficiency Program, and
2. Staff to apply the Proposition 84 funding to MWDOC and Metropolitan regional landscape rebate programs.

**IMPLEMENTATION AGREEMENT  
FOR THE SOUTH ORANGE COUNTY INTEGRATED REGIONAL WATER  
MANAGEMENT IMPLEMENTATION GRANT**

THIS Implementation Agreement ("IA"), for purposes of identification hereby numbered D14-038, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"), and the LISTED project proponents SIGNATORIES BELOW, ALL BEING EITHER CITIES, SPECIAL DISTRICTS, OR OTHER ORGANIZATIONS OPERATING IN South Orange County, and receiving grant funding from the California Department of Water Resources (DWR) Proposition 84 program. This IA is effective when signed by the County and participating PROJECT PROPONENTS. The COUNTY will serve as grantee with the DWR, and each PROJECT PROPONENT will serve as sub-grantee to the COUNTY.

**RECITALS**

WHEREAS, the County will accept and receive grant funds from the State of California under the State's Proposition 84 Integrated Regional Water Management Grant Program through that certain agreement entitled "Grant Agreement between the State of California Department of Water Resources (DWR) and the County of Orange, Agreement No. 4600010626" ("**Grant Agreement**"), which agreement is attached as Attachment 1;

WHEREAS, Project Proponent are all agencies operating in South Orange County, the area named in the San Diego Regional Water Quality Control Board's Basin Plan as the San Juan Hydrologic Unit ("**Region**");

WHEREAS, Project Proponents have collaborated with County and others to complete a successful Integrated Regional Water Management Plan ("**IRWMP**"), a plan integrating water resource related activities throughout the Region into a common scheme of prioritization and to facilitate collaborative implementation of agreed upon strategies;

WHEREAS, the Grant Agreement adopts the IRWMP as the work plan for all reimbursable projects eligible under the State program, and the Project Proponent, along with the County, as well as the Additional Project Proponents, intend to carry out the IRWMP in anticipation of funding under that plan; and

WHEREAS, this Agreement intends to describe the obligations of the Parties and the procedures by which the County will disburse Proposition 84 grant funds to the Project Proponents.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties hereby agree as follows

## **1. General Obligations of the Parties**

Project Proponents agree that the cooperative and integrated implementation of the IRWMP is in the best interest of the Region. Project Proponent agrees to collaborate in good faith to implement its project(s) under the IRWMP.

- a. Project Proponents authorize the County to apply for funds in order to implement the IRWMP.
- b. County shall receive and administer any funds received under the Grant Agreement on behalf of the County or Project Proponents for the purposes of administration, implementation, and/or revision of the IRWMP.
- c. County may retain qualified consultants for use on IRWMP matters, subject to the County's normal rules and procedures for procuring such services.
- d. County may undertake efforts directly on behalf of the Project Proponents, if necessary.
- e. County will provide funds received for implementation of the IRWMP to Project Proponents for implementation thereof and activities in furtherance of the IRWMP.

## **2. Funding and Implementation of IRWMP Projects**

Funding received under the Grant Agreement will be administered in accordance with the following provisions:

- a. Upon receipt of funds from the State, County will allocate funds received under the Grant Agreement to Project Proponents in accordance with the funding allocations specified in the IRWMP for that project component ("**component**"). Any required priorities for funding the projects in the IRWMP will be developed by County in consultation with Project Proponents.
- b. County will be responsible for entering into necessary contracts and agreements for funds on behalf of the Project Proponents and for accounting for such funds and submitting all required reports associated with such funds. County is hereby designated "Contract Administrator" for this purpose.
- c. Project Proponents upon receiving funding under this Agreement are hereby designated as "Sub-Grantees" for purposes of the Grant Agreement, and agree to abide by all terms and conditions applicable to Sub-Grantees in the Grant Agreement.

- d. County shall draft and approve a process for administering grant funds by County. County shall be entitled up to 2% of all grant funds disbursed to Project Proponents under this Agreement in order to pay for County's administration costs. County may in its discretion withhold more than 2% if a Project Proponent does not meet invoicing deadlines or if incomplete paperwork is submitted, and the additional cost of County's contract administration services exceeds 2% of the disbursed grant funds to Project Proponent. In that case, County shall be entitled to its full costs of administration.
- e. Project Proponent is responsible for the development and implementation of its component under this Agreement, including, but not limited to, project and environmental planning, design, permitting, construction, project administration, documentation, and completion of any required mitigation, monitoring, or reporting. Project Proponent agrees to be the lead agency for this project for purposes of the California Environmental Quality Act.
- f. Project Proponent shall be responsible for completing all elements of the component scope of work and for delivering to County any and all requirements, deliverables, documents and documentation as described in the Grant Agreement at Attachment 1. All documents provided to County for transmission to DWR shall be in electronic format acceptable to County.
- g. Project Proponent shall be reimbursed up to the maximum grant amount identified in Exhibit C (Project Budget, Table 4) of the Grant Agreement for the component. If the actual cost of the Project Proponent's component identified in Exhibit C of the Grant Agreement exceeds the maximum grant amount, County shall have no obligation to disburse grant funds for such excess costs.
- h. County may withhold from Project Proponent all or any portion of the grant funds if Project Proponent has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; Project Proponent's expenditure is ineligible under the Prop 84 program as determined by County or DWR; Project Proponent fails to maintain reasonable progress toward completion of the Project; or DWR directs County to withhold any such grant reimbursement. County shall give immediate notice of such direction from DWR to Project Proponent.
- i. Project Proponent agrees, if applicable, to collect, manage and report performance and analytical data related to component in a manner that facilitates the reporting and management in accordance with DWR standards and consistent with the procedures to be developed by County, Project Proponent and the Additional Project Proponents.

- j. Project Proponent agrees to ensure that County, DWR, or any authorized representative thereof, shall have suitable and reasonable access to a project site at all reasonable times during construction, and thereafter for the useful life of the project, as applicable.
- k. Project Proponent shall provide the deliverable to County in advance of the date shown in Exhibit B (Project Schedule) of the Grant Agreement for the component.
- l. Project Proponent shall provide County evidence of insurance and other financial information as needed to comply with the terms of Grant Agreement.

### **3. Miscellaneous Terms and Provisions**

- a. All information about components undertaken under this Agreement is the responsibility of the Project Proponents. Project Proponents agree that County will administer this Agreement and the overall program of implementation, that County review of components is discretionary, and Project Proponents shall not assume that County will discover errors and/or omissions. While County will submit grant applications, factual reports, monitoring data, and the like to granting agencies on behalf of the Project Proponents, Project Proponents acknowledge their responsibility for the accuracy, completeness, and timeliness of project information submitted to County for this purpose.
- b. Indemnity. For components undertaken under this Agreement, Project Proponents shall defend, indemnify and hold harmless County and the Additional Project Proponents not involved in the component against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of:
  - i. Project Proponent's failure to comply with its obligations under this Agreement.
  - ii. Any act or omission of Project Proponent that prevents County from complying with County's obligations under the Grant Agreement.
  - iii. Project Proponent's operation of any project funded by this Agreement.

Project Proponent's indemnity obligation shall be in proportion to and extend only to such liability, loss, expense, attorney's fees or claims for injury or damages as are caused by or result from the negligent or intentional acts or omissions of the Project Proponents. County agrees that it shall require the same indemnity terms set forth herein in all implementation agreements or any other arrangements entered into with any Additional Project Proponents in connection with the Grant Agreement,



so as to provide Project Proponents with reciprocal indemnity from each such Additional Project Proponent. County shall indemnify Project Proponents against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of (1) County's failure to include such indemnity terms, or the absence of such terms, as described, or (2) County's failure to include the third party beneficiary rights of Project Proponents related to indemnity from Additional Project Proponents described under Section 3.g., or the absence of such terms, as described below.

- c. Assignment. Neither this Agreement, nor any duties or obligations under this Agreement, nor any of the project facilities referenced in Attachment 1 (if any) shall be assigned by Project Proponents without the prior written consent of the County. Should an assignment or transfer occur with consent of the County, whenever County or the Project Proponent are named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in County and the Project Proponents, and all agreements and covenants required hereby to be performed by or on behalf of County and Project Proponents shall bind and inure to the benefit of the respective successors thereof, whether so expressed in such assignment or not.
- d. Modification. This Agreement may be amended or modified only by a written document and approval of the Project Proponents unless required by an amendment or change to Attachment 1 required by DWR. Any such written modification shall be attached and incorporated hereto.
- e. Term. This Agreement will continue in effect until the completion of the Proposition 84 implementation grant funded projects unless terminated or extended by the County and Project Proponent(s). If County terminates this agreement before completion of efforts, Project Proponent(s) agrees to work with the Additional Project Proponents to designate a different entity to assume the lead role under this Agreement, who shall assume all responsibilities of County.
- f. Completion by Project Proponent. In the event Project Proponent has completed component and all applicable documents, deliverables, and requirement of Attachment 1, is not currently receiving grant funds, and has received acceptance of completion of component, may terminate its participation in this Agreement upon ninety (90) days prior written notice to the County. Such termination shall be effective ninety (90) days after the notice is received or deemed received. Notwithstanding the foregoing, the Project Proponent(s) shall continue to be responsible for any and all outstanding obligations, including, but not limited to, any debts, liabilities, useful life operation covenants or other financial commitments incurred or pledged by the Project Proponent(s), subject to constitutional debt limitation provisions of the law.
- g. No Third Party Beneficiaries. Except as further set forth in this subsection (g), nothing in this Agreement shall be construed to give any person, other than the

County and Project Proponent(s), any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein. This Agreement is intended to be for the sole and exclusive benefit of the County and Project Proponent(s), except for the purpose described as follows: the Additional Project Proponents are considered third party beneficiaries for the limited purpose of enforcement of the indemnity terms set forth under Section 3.b. County agrees to incorporate a third party beneficiary right of Project Proponent in all other implementation agreements or any other arrangements entered into with any Additional Project Proponents in connection with the Grant Agreement, for the same limited purpose, with substantially the terms set forth herein.

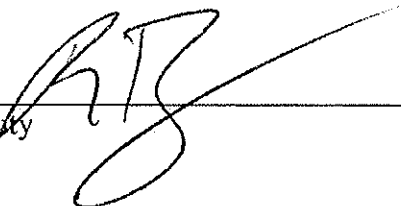
- h. Severability. If any provision of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- i. Project Proponents represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of its' organization or entity, enforceable in accordance with its terms.
- j. Counterparts. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates opposite their respective signatures:

ORANGE COUNTY PUBLIC WORKS DEPARTMENT

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Shane L. Silsby, PE  
Title: Director – OC Public Works

APPROVED AS TO FORM:  
COUNTY COUNSEL

By  \_\_\_\_\_ Date 8/1/14  
Deputy

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC)

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert Hunter  
Title: General Manager

APPROVED AS TO FORM:  
MWDOC General Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:

AUDUBON STARR RANCH SANCTUARY

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:  
General Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:

IRVINE RANCH WATER DISTRICT (IRWD)

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Paul Cook  
Title: General Manager

APPROVED AS TO FORM:  
IRWD General Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:

SOUTH COAST WATER DISTRICT (SCWD)

By \_\_\_\_\_ Date \_\_\_\_\_

Name: Andy Brunhart

Title: General Manager

APPROVED AS TO FORM:

General Counsel

By \_\_\_\_\_ Date \_\_\_\_\_

Name:

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
COUNTY OF ORANGE  
4600010626  
PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS  
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 **County of Orange**, a public agency, 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 **South Orange County IRWM 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 **October 1, 2017**, 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 Projects is estimated to be **\$106,206,903**.
4. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed **\$1,708,647**.
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. The Grantee's Funding Match is estimated to be **\$26,725,000**. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after **September 30, 2008**.
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 Projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
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 South Orange County WMA IRWM Prop 84 Round 2 Implementation Proposal 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 Agreement until Grantee has satisfied the following conditions (if applicable):



9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrate 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 page 15 of the IRWM Program Guidelines, dated November 2012.
  - 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 **February 4, 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 7** 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 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 of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, and 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 projects 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) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.);
  - c) An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2.55 of Division 6 of the CWC.
  - d) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
  - e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.

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, 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.
  - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each 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. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package (In Attachment 6) and guidance provided in Exhibit J, "Project Monitoring Plan Components," the Project Monitoring Plan should also include:

- a) Baseline conditions.
- b) Brief discussion of monitoring systems to be used.
- c) Methodology of monitoring.
- d) Frequency of monitoring.
- e) Location of monitoring points.

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 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: [Paula.Landis@water.ca.gov](mailto:Paula.Landis@water.ca.gov)

County of Orange  
Mary Anne Skorpanich  
Deputy Director, OC Public Works  
2301 N. Glassell St.  
Orange, CA 92865  
Phone: (714) 955-0601  
e-mail: [MaryAnne.Skorpanich@ocpw.ocgov.com](mailto:MaryAnne.Skorpanich@ocpw.ocgov.com)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Tanya Meeth  
Division of Integrated Regional Water Management  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 651-9227  
e-mail: [Tanya.Meeth@water.ca.gov](mailto:Tanya.Meeth@water.ca.gov)

Orange County Department of Public Works  
Marilyn Thoms  
Manager, Watershed Management  
2301 N. Glassell St.  
Orange, CA 92865  
Phone: (714) 955-0610  
e-mail: [Marilyn.Thoms@ocpw.ocgov.com](mailto:Marilyn.Thoms@ocpw.ocgov.com)

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



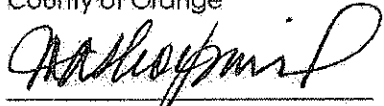
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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

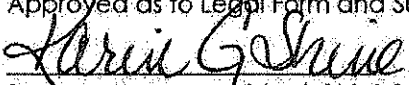
Date 7-16-14

County of Orange

  
Mary Anne Skorpanich, Deputy Director  
OC Public Works

Date 6-23-14

Approved as to Legal Form and Sufficiency

  
for Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel

Date 10 July 2014



## EXHIBIT A WORK PLAN

The Proposition 84 Round 2 Implementation agreement awards funding for 5 projects located within the South Orange County IRWM region.

### **PROJECT 1: Grant Agreement Administration**

#### **IMPLEMENTING AGENCY: County of Orange**

**PROJECT DESCRIPTION:** The South Orange County Regional Water Management Group authorized the County of Orange (County) to act as the applicant and the grant manager for the Proposition 84, Round 2 Implementation Grant.

The County will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role – disseminating grant compliance information to the representatives of each projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for quarterly progress reports from individual project managers, providing quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

#### **Budget Category (a) Project Administration**

##### **Task 1: Grant Administration**

This project is to administer and manage project activities and the overall project schedule and budget to ensure that the projects within this grant proposal are completed efficiently and successfully. Project management activities will include budget and schedule control and quality assurance and quality control (QA/QC) for the duration of the project. This task also includes: grant agreement execution, and the development and submittal of quarterly reports and invoices to DWR. Quarterly reports will include project progress reports, upcoming work, schedule, budget, and other pertinent information, as required by Exhibit G of this agreement.

##### **Deliverables:**

- ☐ Quarterly progress reports as specified in the Grant Agreement
- ☐ Invoices and associated backup documentation
- ☐ Individual project deliverables (as specified in each project's work plan)
- ☐ Project completion report
- ☐ Grant completion report

### **PROJECT 2: Comprehensive Landscape Water Use Efficiency (CLWUE) Program**

#### **IMPLEMENTING AGENCY: Municipal Water District of Orange County (MWDOC)**

**PROJECT DESCRIPTION:** The project will implement a comprehensive landscape improvement program targeting residential and commercial properties throughout the South Orange County IRWMP area. The program will encourage the replacement of approximately 10 acres of non-functional turf; the upgrade of approximately 1,500 antiquated irrigation timers to smart water application irrigation controllers (smart timers); and the conversion of approximately 50,000 high-volume conventional irrigation spray heads to low-precipitation-rate devices.

#### **Budget Category (a): Direct Project Administration Costs**

##### **Task 1: Administration**

MWDOC will manage the day-to-day implementation of this project, which will include the following: coordination with the County on all Grant agreement issues; coordination with the retail water agencies and cities within the South

Orange County IRWMP area, establishing the participation requirements; establishing the CLWUE Program eligibility criteria; verify work performed by the rebate participant throughout the term of the project; coordinate promotional material with water agencies and cities; prepare and submit reporting to the County; and monitor and analyze the expected water conservation benefits.

**Deliverables:**

- ☐ Preparation of invoices
- ☐ Other deliverables as required

**Labor Compliance Program – Not applicable.**

The project is not a public works project and does not require a Labor Compliance Program.

**Task 2: Reporting**

Prepare and submit quarterly progress reports and a final project completion report. Prepare and submit a Project Monitoring Plan (PMP) to the State prior to disbursement of grant funds for implementation or monitoring activities for this Project.

**Deliverables:**

- ☐ Submission of quarterly progress reports
- ☐ Draft and final project completion report
- ☐ PMP

**Task 3: Planning**

**Task 3a – Categorical Exemption Filing:** Prepare and submit a categorical exemption. Activities for this project do not involve any new construction and there will be no disturbance to the environment, therefore, this project meets the standards for Categorical Exemption.

**Task 3b– Eligibility Criteria:** The first item MWDOC will develop at this stage in the project will be the eligibility criteria that will guide each participant in implementing their individual landscape improvement projects.

**Task 3c – Project Application:** MWDOC will develop a standardized Program Rebate Application form for execution by each of the Program participants in order to formalize their participation in the Program. The Application will detail the criteria by which each landscape improvement site qualifies for participation, and will be used to specify the square footage and/or number of water conservation devices, which will result in the amount rebated to each individual Program site.

**Deliverables:**

- ☐ Approved and adopted Categorical Exemption filing;
- ☐ DWR Environmental Information Form (EIF)
- ☐ Eligibility Criteria
- ☐ Application Template

**Budget Category (b): Land Purchase/Easement**

Not applicable

**Budget Category (c) Planning/Design Engineering/Environmental Documentation**

See Task 3. Work for this budget category has been included under Budget Category (a)

**Budget Category (d): Construction/Implementation****Task 4: Construction**

MWDOC will evaluate each Application relative to the eligibility criteria of the CLWUE Program. Those projects that qualify will be given a project 'Notice to Proceed' document.

**Landscape Improvement and Rebates:**

Landscape improvement work that will be performed at qualified sites will include at a minimum the following:

- Replacement of all project-specific turf grass with California Friendly landscapes. It is anticipated that approximately 10 acres of inefficient landscapes will be improved into water efficient landscapes.
- Installation of weather-based or soil-moisture-based self-adjusting irrigation 'smart' timers; and/or
- Conversion of high-volume overhead spray irrigation to low-volume irrigation rotating nozzles or drip irrigation.
- The project includes a post-improvement inspection by MWDOC staff to verify and document the landscape improvement work completed at each site.

Once all landscape improvement work has been completed, the post-improvement verification has been performed, and the site passes all final participation criteria, MWDOC will provide incentives in the form of rebates. The Program will offer rebates that are estimated as follows:

- Turf Removal
  - \$0.80 per square foot
- Smart Timers
  - \$380 per timer per site (residential)
  - \$25 per station up to timer capacity (commercial)
- Rotating Nozzles
  - \$4.00 per nozzle
- Drip Irrigation
  - \$0.40 per square foot

**Database Compilation:**

MWDOC will compile a database of all relevant data. This data at a minimum will include: site address, and contact information; site improvement landscape data that will capture the WUE work performed at each site; the make, model, and quantity of the water efficient devices installed; the Grant and Matching funds expended at each site; and all relevant dates and check numbers.

**Marketing:**

Program marketing materials will be developed by MWDOC for distribution and promotion. All Program marketing materials will include the DWR, County, and MWDOC logos.

**Improvement Verifications:**

Landscape improvement installation verifications will be performed at all sites to verify all project guidelines have been met. Inspection criteria shall include a combination of the following: receipt/invoice verification, visual inspection, area measurement, and/or project photographs. The information will first be collected via on site verification forms and then entered into the project database.

**Deliverables:**

- ☐ Marketing Materials

- ☐ Project Photographs
- ☐ Verification Forms
- ☐ Final Participant Database

### **PROJECT 3: Audubon Starr Ranch Sanctuary's Riparian Invasive Control, Restoration, Monitoring, and Education Project**

#### **IMPLEMENTING AGENCY: Audubon Starr Ranch Sanctuary (Starr Ranch)**

**PROJECT DESCRIPTION:** The project implements an ecosystem scale approach to restoration and assessment of the Bell Canyon riparian corridor by removing invasive plant species, planting native species, and monitoring riparian wildlife and water quality. Starr Ranch interns and volunteers will map and remove invasive plant species and restore native plant species. Starr Ranch staff will work in partnership with the Dove Canyon HOA and golf course staff to encourage native species in landscaping and reduction of turf, pesticides, and irrigation. Additionally, Starr Ranch staff will work with the Trabuco Canyon Water District (TCWD) and the Dove Canyon golf course staff to improve a runoff pumping system.

#### **Budget Category (a): Direct Project Administration Costs**

##### **Task 1: Administration**

Starr Ranch will manage the day-to-day implementation of this project. This will include the following:

- Coordination with the County of Orange on all Grant agreement issues.
- Coordination with Dove Canyon, TCWD, USGS, SWAMP, Institute for Bird Populations, USA National Phenology Network, prepare and submit reporting to the County.
- Prepare invoices and other deliverables as required by the grant agreement.

##### **Deliverables:**

- ☐ Invoices and backup documents
- ☐ Other deliverables as required

##### **Labor Compliance Program – Not applicable.**

The Starr Ranch project is not a public works project and does not require a Labor Compliance Program.

##### **Task 2: Reporting**

Prepare and submit quarterly progress reports and a final project completion report. Prepare and submit a Project Monitoring Plan (PMP) to the State prior to disbursement of grant funds for implementation or monitoring activities for this Project.

##### **Deliverables:**

- ☐ Submission of quarterly progress reports
- ☐ Final project completion report
- ☐ PMP

##### **Budget Category (b): Land Purchase/Easement**

Not applicable.

##### **Budget Category (c) Planning/Design Engineering/Environmental Documentation**

##### **Task 3: Environmental Documentation**

Prepare and submit a categorical exemption. Activities for this project do not involve any new construction and there will be no disturbance to the environment, therefore, this project meets the standards for Categorical Exemption.

**Deliverable:**

- ☐ Categorical Exemption filing;
- ☐ DWR Environmental Information Form (EIF).

**Task 4: Permitting**

The following clearances and permits are needed for ongoing efforts:

- Annual MOU with the California Department of Fish and Wildlife (CDFW) to conduct stream bioassessment will occur in May (exact date depends on stream water levels); collection permits are also required. This involves renewals and reporting to be done by our Assistant Director of Research and Education.
- Starr Ranch has a bird banding permit from the USGS Bird Banding Laboratory (#20430). We are required to submit schedules of all banded birds. CDFW also requires a bird banding permit renewal and reporting. Banding will be completed by Seasonal Ornithologist.

**Deliverables:**

- ☐ Copy of Annual MOU with CDFW
- ☐ Song Bird Banding Permit

**Budget Category (d): Construction/Implementation**

**Task 5: Implementation**

Over approximately two years, Starr Ranch will implement seven subtasks. Tasks 5a through 5c will occur throughout the grant period; whereas Tasks 5d through 5g will occur periodically each year.

Task 5a: Nonchemical invasive species control and restoration - Remove three priority invasive species within an approximate 11 acre work area in Bell Creek. Plant natives or monitor native colonization in approximately 6.5 – 7.5 acres. Invasive species removal will be done using a variety of physical methods depending on the specific species and site conditions. Methods are anticipated to include at least the following: weeding hand tools; tillers, loppers, pick mattocks, and hand and chain-saws.

Task 5b: Bell Canyon Mapping and Invasive Removal - Field survey approximately 125 acres along the, 4.7 mile Bell Creek riparian corridor within Starr Ranch to map olives and palms; remove pampas grass, tamarisk, bull thistle, Himalayan blackberry, tree tobacco, arundo, and fig.

Task 5c: Dove Canyon Water Conservation - Plant native, drought tolerant, species in at least 5% of the Dove Canyon common areas and complete adoption of turf rebates in at least 5% of common areas.

Task 5d: Stream bioassessment - Sample stream macroinvertebrates to assess Bell Creek water quality.

Task 5e: Aquatic vertebrate and perennial pool surveys - Survey for aquatic vertebrates and perennial pools in a minimum of six 250 meter reaches per year (two years total) to produce GIS maps of vertebrate and perennial pool distributions in Bell Creek.

Task 5f: Riparian songbird monitoring - Use continuous mist netting to band songbirds to produce data on species richness and age class distributions for banding data over two years. Use a nationwide protocol to take

weekly behavioral observations in riparian woodlands to track behavioral trends that might be associated with aspects of climate change (e.g. early flowering of riparian trees).

**Task 5g: Runoff Diversion Optimization** - Work with the TCWD and the Dove Canyon golf course staff to improve and maximize the effectiveness of the TCWD runoff pumping system, to ensure that the ephemeral creek drainages to Starr Ranch are maintained dry during the dry season (April 15 through October 15). The runoff pumping system includes two pumps which divert urban runoff from Bell Creek for storage in TCWD's Dove Lake.

**Deliverables:**

- ☐ Monitoring data including summary statistics
- ☐ Photo-monitoring
- ☐ GIS maps
- ☐ List of common areas converted including location and acreage

**PROJECT 4: Irvine Ranch Water District's Baker Water Treatment Plant**

**IMPLEMENTING AGENCY: Irvine Ranch Water District**

**PROJECT DESCRIPTION:** The Baker Water Treatment Plant (WTP) project includes the design and construction of a new 28 million gallons per day (mgd) water treatment plant onsite at the existing Baker Filtration Plant, located in the City of Lake Forest. The project will utilize membrane filtration, ultraviolet light, and chlorination for treatment. The Baker WTP will be owned and operated by IRWD and will provide treated water to IRWD customers as well as four partner retail water agencies: El Toro Water District, Moulton Niguel Water District, Santa Margarita Water District, and Trabuco Canyon Water District (TCWD). The project will provide increased water supply reliability in southern Orange County by creating redundancy of treatment system capacity and distribution infrastructure for potable water.

**Budget Category (a): Direct Project Administration Costs**

**Task 1: Administration**

IRWD staff will administer the project with consultants and coordinate with partner agencies. IRWD administrative staff will prepare invoices and other deliverables as required by the grant agreement.

**Deliverables:**

- ☐ Invoices and backup documents
- ☐ Other deliverables as required

**Task 2: Labor Compliance Program**

Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).

**Deliverable:**

- ☐ Documentation furnished to DWR as requested.

**Task 3: Reporting**

Prepare and submit quarterly progress reports and a final project completion report as specified in the Grant Agreement. Prepare and submit a Project Monitoring Plan (PMP) to the State prior to disbursement of grant funds for implementation or monitoring activities for this Project as specified in the Grant Agreement.

**Deliverables:**

- ☐ Submission of quarterly progress reports
- ☐ a final project completion report
- ☐ PMP

**Budget Category (b): Land Purchase/Easement**

**Task 4: Land Easement**

An easement was obtained to install the product water pipeline within a homeowner's association property.

**Deliverable:**

- ☐ Copy of easement

**Budget Category (c) Planning/Design Engineering/Environmental Documentation**

**Task 5: Assessment and Evaluation**

The Final Preliminary Design Report (PDR) was prepared; it evaluated available treatment sites, viable treatment technologies, and additional supply conveyances. The PDR summarized the facilities necessary to treat the raw water for potable use and provide supply reliability.

**Deliverable:**

- ☐ Final Preliminary Design Report (April 2010)

**Task 6: Final Design**

Final design was completed in August, 2013. The final design includes:

- Review design drawings, technical specifications and construction cost estimate at the 60%, 90%, 95% and 99% completion stages
- Review 100% final construction contract documents and engineer's estimate;

**Deliverable:**

- ☐ 100% Plans and Specifications for the Project

**Task 7: Environmental Documentation**

The project is subject to the environmental review process established in the California Environmental Quality Act (CEQA). IRWD complied with CEQA by preparing an Environmental Impact Report. CEQA environmental certification was completed on April 25, 2011 and Addendum No. 1 was approved on February 27, 2012. Addendum No. 2 was approved on March 11, 2013.

**Deliverable:**

- ☐ Approved and adopted CEQA documentation
- ☐ DWR Environmental Information Form (EIF)

**Task 8: Permitting**

The following permits may be needed:

- Regional Water Quality Control Board 401
- Department of Fish and Wildlife 1602 Streambed Alteration permit
- Encroachment permits from City of Lake Forest, and Orange County Parks,

- Entry permits from applicable agencies,
- Underground (UG) Classification permits from CalOSHA,
- Master Fire Plan and Chemicals permits from Orange County Fire Authority

**Deliverable:**

- ☐ Copies of all relevant permits

**Budget Category (d): Construction/Implementation**

**Task 9: Construction Contracting**

IRWD awarded two construction contracts: one for the treatment plant, and pipelines and one for the raw water pump station. These contracts were advertised in August and September 2013, respectively, and construction contracts for both projects awarded in January 2014. During the bid phase engineering services included:

- Attend pre-bid conferences
- Interpret construction contract documents as needed
- Prepare addenda as required
- Attend bid openings and receive and review bids
- Prepare construction contracts for award

**Deliverables:**

- ☐ Bid Summary
- ☐ Notice of Award issued to Contractor.

**Task 10: Construction**

The Construction portion of this project involves the following subtasks:

Task 10.a Mobilization and Site Preparation - Construction crews will mobilize and prepare site for construction activities. Site preparation will include demolition of existing buildings from the former filtration plant.

Task 10.b Project Construction - Construction of the new Baker Water Treatment Plant will be in accordance with the final plans and specifications. Construction is anticipated to include:

- Raw Water Conveyance Facilities will include: flow control facility for TCWD pump station, forebay, feed water strainers, feed water pump station, and approximately 1,000 feet of 42 inch feed water pipeline.
- Treatment Facilities will include: treatment building to house membrane filters and UV facilities, disinfection facility, backwash water treatment facilities, chemical storage building, standby generator, and electrical equipment.
- Treated Water Facilities will include: project water pump station, surge tanks, standby generator, electrical equipment, approximately 36 and 42 inch product pipelines, and meter vault.
- Emergency Overflow Facilities will include: Approximately 42 inch pipeline and discharge structure to convey overflow water from the forebay and disinfection facility to Serrano Creek.
- Site Access Facilities will include: minor modifications to existing access roads including gate relocation on Wisteria and new security fencing.
- Construction of a new meter exchange and pipeline replacement at OC-33.
- Construct new pipelines to convey treated water from the Baker WTP to the South County Pipeline.
- Construct piping improvements to two 16 million gallon underground treated water storage vaults.



Additionally, a computerized supervisory control and data acquisition system (SCADA system) will be installed and integrated into IRWD's existing system-wide SCADA system.

**Deliverables:**

- ☐ As-Built (Record) Drawings
- ☐ Construction Photos

**Task 10c Performance Testing and demobilization:** Start-up testing will include the following facilities:

- Transmission pipeline testing
- Treatment facilities testing
- Pump station testing

After operation of the project begins, the project yield, water quality, and volume will be measured to determine effectiveness. Flow rates will be monitored and the water production of the treatment plant will be recorded for the potable system. In addition, the waste flows will be measured to determine the rate of recovery of the treatment processes. The water quality will be used to assess the baseline quality and the performance of the potable treatment system. The water will be monitored for Title 22 compliance of the finished product water from the potable stream. The treatment systems will be monitored for fouling, scaling, and effectiveness.

Flow will be monitored using IRWD's Supervisory Control and Data Acquisition system. Flow data will be collected and recorded in the system from each designated flow monitor. One flow monitor will be placed at each of the monitoring locations.

**Deliverables:**

- ☐ Results of all performance testing
- ☐ Engineer's Certification of Completion

**Task 11: Environmental Compliance/Mitigation/Enhancement**

IRWD adopted mitigation measures that were made a condition of approval of the project. A mitigation monitoring plan was also adopted for the project (See Final Environmental Impact Report dated April 2011).

**Deliverable:**

- ☐ Mitigation activities will be documented in grant quarterly reports and the final project completion report.

**Task 12: Construction Administration**

Construction administration tasks will include the following:

- Contractor contract administration
- Review contractor shop drawing submittals
- Respond to requests for information
- Attend progress meetings and review pay requests
- Inspect construction
- Perform materials testing
- Prepare record (as-built) drawings
- Contract administration and close out

**Deliverables:**

- ☐ Task updates in the grant quarterly progress reports
- ☐ Notice of Completion

## **PROJECT 5: South Coast Water District – Targeted Water Conservation Programs**

### **IMPLEMENTING AGENCY: South Coast Water District (SCWD)**

**PROJECT DESCRIPTION:** The Project includes water conservation, customer and public outreach, and water use efficiency features, and includes the following Program elements: 1) Leak Detection Program; 2) Landscape Assessment Program; 3) Irrigation Improvements, Repairs, Rebates and Retrofit Program; 4) Turf removal rebates; 5) Residential WaterSmart Program; and 6) Customer and Public Outreach.

### **Budget Category (a): Direct Project Administration Costs**

#### **Task 1: Administration**

SCWD staff will manage the day-to-day implementation of this project. This will include the following:

- Schedule, coordinate, monitor, supervise and support the development and implementation of the program tasks.
- Perform customer service administration, customer and public information activities and contracts administration for all programs.
- Prepare invoices and other deliverables as required by the grant agreement.

#### **Deliverables:**

- ☐ Preparation of invoices and backup documents
- ☐ Other deliverables as required

#### **Task 2: Reporting**

Prepare and submit quarterly progress reports and a final project completion report as specified in the Grant Agreement. Prepare and submit a Project Monitoring Plan (PMP) to the State prior to disbursement of grant funds for implementation or monitoring activities for this Project as specified in the Grant Agreement.

#### **Deliverables:**

- ☐ Quarterly progress reports
- ☐ Draft and final project completion report
- ☐ PMP

### **Budget Category (b): Land Purchase/Easement**

Not applicable.

### **Budget Category (c) Planning/Design Engineering/Environmental Documentation**

#### **Task 3: Analysis & Design**

This task includes staff time to:

- Assess individual customer usage patterns (SFR, HOA's, and Commercial) in all programs, and develop suggested tailored conservation plans for individual users.
- Develop a detailed written promotional campaign with samples that include press releases, fact sheets, and ads for use by other agencies.

#### **Deliverable:**

- ☐ Final promotional campaign materials

**Budget Category (d): Construction/Implementation****Task 4: Implementation**

This task includes:

- Assist customers with implementation of recommended conservation plans (Task 3), monitor implemented plans, and follow-up on results obtained from implemented plans.
- Prepare Program Report(s) on: Program promotion, implementation, results obtained, lessons learned, and sustainability issues. Report may be a compilation or individual reports. Report(s) will be shared with other agencies.

**Deliverable:**

- ☐ Program Report(s)

**Task 5: Materials**

This task consists of purchasing project materials, which include equipment, and products such as:

- Smart-timers, high efficiency nozzles, appliances, toilet retrofits, leak detection and specialty items such as direct installs and samples
- Handouts, program and contract materials in support of promotional campaign activities, including at special events where it's appropriate to publicly promote water conservation

**Deliverables:**

- ☐ Completed project list
- ☐ Program promotional materials

**Task 6: Customer Rebates and Program Assessment**

Provide customer rebates as follows:

- Water Efficiency Devices (for toilets)
- Smart-timers (for irrigation)
- High Efficiency Nozzles (for irrigation)
- Low Precipitation Nozzles (for irrigation)
- Synthetic Turf Rebate - grass turf removal & replacement with synthetic turf.
- California Friendly Plant Rebate - grass turf removal & replacement with California

During program implementation, SCWD staff will assess the roles of rebates in conservation and determine which rebates produce the greatest interest and results. This assessment will include:

- A survey will be used to measure attitudes, product rebate needs and wants.
- The assessment may result in new rebates and direct installation being offered to customers.
- Each participating site will be inspected before and after to insure appropriateness, accountability and accuracy in the application of available program materials and customer satisfaction.

**Deliverables:**

- ☐ Survey Report
- ☐ Customer rebates/installation summaries

**Task 7: Promotional/Public Information, Outreach Campaign**

SCWD staff will develop promotional and marketing pieces in support of this program. Efforts will include:

- Creation, design, writing, and layouts for the promotional and marketing pieces for target customers and the public (as needed) such as fact sheets/basic press releases, and bill inserts.
- Additional outside services including the costs associated with printing and stuffing bill inserts, press releases, newspaper insertion, website work, advertisements of the promotional information and other services as needed.
- The promotional campaign will be packaged so that other IRWM participants may easily use templates, replacing the basic information with their own photos, incentives, etc. Multi-agency events, seminars, and related programs will be encouraged to rollout within the same timeframe. Success stories and before and after photos will be used to support the various messages that go with each targeted program.

**Deliverables:**

- ☐ Promotional materials
- ☐ Event/seminar attendance lists

**EXHIBIT B**  
**BUDGET**

Summary Budget Table: South Orange County IRWM Prop 84 Round 2 Implementation Grant							
		(a)	(b)	(c)	(d)	(e)	(f)
Individual Project Title		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost	% Funding Match (col. b/col.d)
				(Non-State Share)			
Project 1	County of Orange-Grant Administration	\$34,638	\$0	\$0	\$0	\$34,638	0%
Project 2	MWDCC-Comprehensive Landscape Water Use Efficiency Program	\$708,554	\$952,263	\$500,000	\$0	\$1,660,817	30%
Project 3	Audubon Starr Ranch Sanctuary's Riparian Invasive Control, Restoration, Monitoring, and Education Project	\$229,455	\$46,001	\$25,000	\$0	\$275,456	9%
Project 4	IRWD-Baker Water Treatment Plant	\$500,000	\$94,541,792	\$28,000,000	\$8,604,200	\$103,645,992	27%
Project 5	SCWD-Targeted Water Conservation Programs	\$236,000	\$354,000	\$200,000	\$0	\$590,000	34%
<b>Grand Total</b>		<b>\$1,708,647</b>	<b>\$95,894,056</b>	<b>\$28,725,000</b>	<b>\$8,604,200</b>	<b>\$108,206,903</b>	<b>27%</b>

Project No. 1 - Detailed Budget Table						
Project Title: County of Orange Grant Administration						
		(a)	(b)	(c)	(d)	(e)
Budget Category		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost
(a)	Direct Project Administration Costs	\$34,638	\$0	\$0	\$0	\$34,638
(b)	Land/Purchase/Easement	\$0	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0	\$0
(d)	Construction/Implementation	\$0	\$0	\$0	\$0	\$0
	Total	\$34,638	\$0	\$0	\$0	\$34,638

Project No. 2 - Detailed Budget Table						
Project Title: MWDOC Comprehensive Landscape Water Use Efficiency Program						
		(a)	(b)	(c)	(d)	(e)
Category		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost
(a)	Direct Project Administration Costs	\$33,028	\$254,169	\$150,000	\$0	\$287,197
(b)	Land/Purchase/Easement	\$0	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0	\$0
(d)	Construction/Implementation	\$675,526	\$698,094	\$350,000	\$0	\$1,373,620
	Total	\$708,554	\$952,263	\$500,000	\$0	\$1,650,817

Project No. 3 - Detailed Budget Table						
Project Title: Audubon Starr Ranch Sanctuary's Riparian Invasion Control, Restoration, Monitoring and Education Project						
		(a)	(b)	(c)	(d)	(e)
Category		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost
(a)	Direct Project Administration Costs	\$40,677	\$8,155	\$5,000	\$0	\$48,832
(b)	Land/Purchase/Easement	\$0	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0	\$0
(d)	Construction/Implementation	\$188,778	\$37,846	\$20,000	\$0	\$226,624
	Total	\$229,455	\$46,001	\$25,000	\$0	\$275,456

Project No. 4 - Detailed Budget Table						
Project Title: Baker Water Treatment Plant						
		(a)	(b)	(c)	(d)	(e)
Category		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost
(a)	Direct Project Administration Costs	\$0	\$900,000	\$0	\$0	\$900,000
(b)	Land/Purchase/Easement	\$0	\$448,000	\$0	\$0	\$448,000
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$6,612,000	\$5,000,000	\$0	\$6,612,000
(d)	Construction/Implementation	\$500,000	\$86,581,792	\$23,000,000	\$8,604,200	\$95,685,992
	Total	\$500,000	\$94,541,792	\$28,000,000	\$8,604,200	\$103,645,992

Project No. 5 - Detailed Budget Table						
Project Title: Targeted Water Conservation Program						
		(a)	(b)	(c)	(d)	(e)
Category		DWR Grant Funding	Non-State Share (Funding Match)	Required Funding Match	Other State Funds	Total Project Cost
(a)	Direct Project Administration Costs	\$20,000	\$30,000	\$0	\$0	\$50,000
(b)	Land/Purchase/Easement	\$0	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$10,000	\$15,000	\$0	\$0	\$25,000
(d)	Construction/Implementation	\$206,000	\$309,000	\$200,000	\$0	\$515,000
	Total	\$236,000	\$354,000	\$200,000	\$0	\$590,000

**EXHIBIT C**  
**SCHEDULE**

Task Name	Start	Finish
<b>Project 1: Grant Administration</b>	<b>3/29/2013</b>	<b>6/30/2017</b>
<b>Project Funding Procurement</b>	<b>3/29/2013</b>	<b>2/4/2014</b>
Grant Submittal	3/29/2013	3/29/2013
Grant Fund Award	2/4/2014	2/4/2014
<b>Category A: Project Administration</b>	<b>2/4/2014</b>	<b>6/30/2017</b>
Task 1: Grant Administration	2/4/2014	6/30/2017

Task Name	Start	Finish
<b>Project 2: Comprehensive Landscape Water Use Efficiency Program (MWD0C)</b>	<b>8/1/2008</b>	<b>9/29/2017</b>
<b>Project Funding Procurement</b>	<b>3/29/2013</b>	<b>2/4/2014</b>
Grant Submittal	3/29/2013	3/29/2013
Grant Fund Award	2/4/2014	2/4/2014
<b>Category A: Project Administration</b>	<b>2/4/2014</b>	<b>9/29/2017</b>
Task 1: Administration	2/4/2014	6/30/2017
Task 2: Project Reporting	2/4/2014	9/29/2017
Task 3: Planning	2/4/2014	3/31/2014
<b>Category D: Construction/Implementation</b>	<b>8/1/2008</b>	<b>3/27/2017</b>
Task 4: Construction	3/4/2014	3/27/2017
Task 5: Construction Administration	8/1/2008	1/2/2017



Task Name	Start	Finish
<b>Project 3: Audubon Starr Ranch Sanctuary's Riparian Invasion Control, Restoration, Monitoring, and Education Project</b>	<b>3/29/2013</b>	<b>6/30/2017</b>
<b>Project Funding Procurement</b>	<b>3/29/2013</b>	<b>2/4/2014</b>
Grant Submittal	3/29/2013	3/29/2013
Grant Fund Award	2/4/2014	2/4/2014
<b>Category A: Project Administration</b>	<b>2/4/2014</b>	<b>6/30/2017</b>
Task 1: Administration	2/4/2014	6/30/2017
Task 2: Reporting	2/4/2014	3/16/2016
<b>Category C: Planning/Design/Engineering/Environmental Documentation</b>	<b>3/29/2013</b>	<b>3/6/2014</b>
Task 3: Environmental Documentation	3/29/2013	8/1/2013
Task 4: Permitting	2/4/2014	3/6/2014
<b>Category D: Construction/Implementation</b>	<b>3/7/2014</b>	<b>6/29/2016</b>
Task 5: Implementation	3/7/2014	6/29/2016
Nonchemical invasive species control and restoration	7/1/2014	2/16/2016
Bell Canyon Mapping and Invasive Removal	7/1/2014	2/16/2016
Dove Canyon Water Conservation	7/1/2014	6/29/2016
Stream bioassessment	3/7/2014	3/7/2016
Aquatic vertebrate and perennial pool surveys	7/1/2014	2/26/2016
Riparian songbird monitoring	9/2/2014	5/31/2016
Runoff Diversion Optimization	7/1/2014	6/29/2016

Task Name	Start	Finish
<b>Project 4: Baker Water Treatment Plant (IRWD)</b>	<b>8/1/2008</b>	<b>7/4/2016</b>
<b>Project Funding Procurement</b>	<b>3/29/2013</b>	<b>2/4/2014</b>
Grant Submittal	3/29/2013	3/29/2013
Grant Fund Award	2/4/2014	2/4/2014
<b>Category A: Project Administration</b>	<b>2/4/2014</b>	<b>7/4/2016</b>
Task 1: Project Administration	2/4/2014	6/2/2016
Task 2: Labor Compliance Program	2/4/2014	6/2/2016
Task 3: Reporting	4/3/2014	7/4/2016
<b>Category B: Land Purchase/Easement</b>	<b>4/2/2012</b>	<b>10/10/2012</b>
Task 4: Easement	4/2/2012	10/10/2012
<b>Category C:</b>		
<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>8/1/2008</b>	<b>8/2/2013</b>
Task 5: Assessment and Evaluation	8/1/2008	6/1/2010
Task 6: Final Design	6/2/2010	3/1/2013
Task 7: Environmental Documentation	6/2/2010	4/1/2013
Task 8: Permitting	1/3/2011	8/2/2013
<b>Category D: Construction/Implementation</b>	<b>10/1/2012</b>	<b>11/30/2015</b>
Task 9: Construction Contracting	10/1/2012	8/1/2013
Task 10: Construction	8/1/2013	11/30/2015
Task 11: Environmental Compliance/Mitigation/Enhancement	8/1/2013	11/30/2015
Task 12: Construction Administration	8/1/2013	11/30/2015

Task Name	Start	Finish
<b>Project 5: Targeted Water Conservation Program (SCWD)</b>	<b>3/29/2013</b>	<b>12/31/2015</b>
<b>Project Funding Procurement</b>	<b>3/29/2013</b>	<b>2/4/2014</b>
Grant Submittal	3/29/2013	3/29/2013
Grant Fund Award	2/4/2014	2/4/2014
<b>Category A: Project Administration</b>	<b>2/4/2014</b>	<b>12/31/2015</b>
Task 1: Project Administration	2/4/2014	12/31/2015
Task 2: Reporting (Quarterly & Final)	2/4/2014	11/20/2015
<b>Category C:</b>		
<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>2/4/2014</b>	<b>10/1/2015</b>
Task 3: Analysis and Design	2/4/2014	10/1/2015
<b>Category D: Construction/Implementation</b>	<b>11/1/2013</b>	<b>10/1/2015</b>
Task 4: Implementation	1/2/2014	10/1/2015
Task 5: Materials	11/1/2013	10/1/2015
Task 6: Customer Rebates	1/2/2014	10/1/2015
Task 7: Promotional/Public Information Outreach Campaign	11/1/2013	10/1/2015

**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 Projects 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:
- 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
  - 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 medical 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, 2016 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 project 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 OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA

March 19, 2013

WHEREAS, the mission of the OC Public Works Department includes regional resources and environmental quality throughout Orange County; and

WHEREAS, OC Public Works has led development of the South Orange County Integrated Regional Water Management (IRWM) Plan pursuant to Senate Bill 1672 (SB 1672) of the State of California, known as the Integrated Regional Water Management Planning Act of 2002, approved by the Governor on September 20, 2002 to encourage local agencies to work cooperatively to manage local and imported water supplies to improve the quality, quantity, and reliability; and

WHEREAS, in November 2002 California voters passed Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (CWC §79560-79565) to fund competitive grants for projects consistent with an adopted IRWM Plan; and

WHEREAS, the South Orange County IRWM Group was formed with cities and water/special districts located within the San Diego Regional Water Quality Control Board boundary in Orange County with OC Public Works serving as the Group's lead; and

WHEREAS, SB 1672 provides for the acceptance of said Plan by participants in the IRWM Group that have authority to implement the Plan; and

WHEREAS, the Board of Supervisors has reviewed and accepted said Plan with its staff and general public at its regular Board meeting on June 7, 2005 and provided for minor modifications to the Plan at its regular Board meeting on May 23, 2006; and

WHEREAS, in November 2006 California voters passed Proposition 84, the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act (PRC §75001-75130) which requires that IRWM Plans be updated to new guidelines in order to be eligible for Proposition 84 grant funding; and

WHEREAS, OC Public Works is authorized by the South Orange County IRWM Group to serve as the Proposition 84 grant administrator.

Resolution No. 13-018, Item No. 26  
Proposition 84 Integrated Regional Water Management Program Grant

Page 1 of 1

3/28/13

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Authorize the Director of the OC Public Works Department, or his designee, to submit, on behalf of the County and the South Orange County Integrated Regional Water Management Group, an application for a Proposition 84 Round 2 implementation grant from the California Department of Water Resources in an amount not to exceed \$1,708,646 for the 4 highest ranked water resource implementation projects.
2. Authorize the Director of the OC Public Works Department, or his designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, on behalf of the South Orange County Integrated Regional Water Management Group and to approve amendments and minor modifications to the Grant Agreement subject to Board policy.
3. Authorize the Director of the OC Public Works Department, or his designee, to negotiate and execute Implementation Agreements on behalf of the South Orange County Integrated Regional Water Management Group with representatives of the 4 highest ranked city/water district projects and to approve amendments and minor modifications to the Implementation Agreements subject to Board policy.
4. Authorize the Director of the OC Public Works Department, or his designee, to certify that the County of Orange has and will comply with all applicable state statutory and regulatory requirements related to any state grants received.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 19, 2013, to wit:

AYES:	Supervisors:	JANET NGUYEN, PATRICIA BATES, JOHN M.W. MOORLACH
NOES:	Supervisor(s):	TODD SPITZER, SHAWN NELSON
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

  
\_\_\_\_\_  
CHAIRMAN

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

I, SUSAN NOVAK, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.

  
\_\_\_\_\_  
SUSAN NOVAK  
Clerk of the Board  
County of Orange, State of California

Resolution No: 13-018  
Agenda Date: 03/19/2013  
Item No: 26



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Susan Novak, Clerk of the Board of Supervisors

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

**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 - Grant Agreement Administration	County of Orange	300 N. Flower St., Santa Ana, CA 92703
Project 2 - Comprehensive Landscape Water Use Efficiency Program	Municipal Water District of Orange County	P.O. Box 20895, Fountain Valley, CA 92708
Project 3 - Audubon Starr Ranch Sanctuary's Riparian Invasive Control, Restoration, Monitoring, and Education Project	Starr Ranch Sanctuary - Audubon California	100 Bell Canyon Road Trabuco Canyon, CA 92679
Project 4 - Baker Water Treatment Plant	Irvine Ranch Water District	P.O. Box 57000 Irvine, CA 92619-7000
Project 5 - Targeted Water Conservation Programs	South Coast Water District	31592 West Street Laguna Beach, CA 92651-690

## 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, describe the work performed including:

##### **Project Status**

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

##### **Cost Information**

For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

##### **Schedule Information**

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

##### **Anticipated Activities Next Quarter**

Provide a description of anticipated activities for the next quarterly 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.
- Short description of the two-year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- 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 verse 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/](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](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 COMPONENTS**

**Introduction**

- Goals and objectives of projects
- Site location and history
- Improvements implemented

**Project Monitoring Plan**

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: Irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)



**ACTION ITEM**  
November 19, 2014

**TO:** Board of Directors

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

Robert Hunter  
General Manager

Staff Contact: J. Berg  
WUE Programs Manager

**SUBJECT:** **Tri-County Funding Area Coordinating Committee (TCFACC)**  
**Amendment to Memorandum of Understanding for Sharing of**  
**Proposition Funding Within the San Diego Funding Area**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors authorize the Board President to sign the amendment to the Tri-County Funding Area Coordinating Committee Memorandum of Understanding for sharing Proposition 84 Funding in the San Diego Funding Area.

**COMMITTEE RECOMMENDATION**

---

Committee recommends (To be determined at Committee Meeting)

**SUMMARY**

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On April 15, 2009, the MWDOC Board of Directors authorized the Board President and General Manager to sign the Tri-County Funding Area Coordinating Committee Memorandum of Understanding (MOU) which allocates Proposition 84 funding to three Regional Water Management Groups within the San Diego Sub-Region Funding Area. A copy of this agreement is provided as Attachment A.

At this time, it is proposed to amend this MOU to extend the term for an additional six years to expend all remaining Proposition 84 funding and shift \$181,875 from the Riverside County Upper Santa Margarita Regional Water Management Group to the San Diego County Regional Water Management Group for a jointly funded project, *Implementing Nutrition Management in the Santa Margarita River Watershed*. All other terms, covenants, and conditions in the original MOU shall remain in full force and effect.

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

## DETAILED REPORT

---

The San Diego Funding Area, as defined for Proposition 84 IRWM funding, includes the San Diego, Southern Orange County, and Upper Santa Margarita (or southern Riverside County) planning regions. Representatives of the three planning regions have met periodically since February 2008 to coordinate IRWM planning and the disbursement of the \$91 million allocated to the San Diego sub-region.

The Tri-County Funding Area Coordinating Committee (FACC), which comprises representatives of the three planning regions, has consensually developed an MOU to improve planning across regional boundaries and facilitate the allocation of Proposition 84 funding for IRWM projects. The MOU declares that the Tri-County FACC members will work closely together to improve the reliability and quality of water supplies in the funding area; enhance planning within the funding area, especially across regional boundaries; and identify opportunities to support common goals and projects. The Tri-County FACC will continue to meet at least twice annually to discuss issues of mutual interest and make recommendations to the partners' respective planning groups.

The MOU declares that the Tri-County members have agreed to divide the total Proposition 84 funding available to San Diego Funding Area using a mutually acceptable formula based on a combination of land area and population as of 2007. Under this formula, the San Diego region will receive 78 percent of the funding, the South Orange County region will receive 12.9 percent, and the Upper Santa Margarita region will receive 9.1 percent.

This Tri-County FACC has benefited its members by agreeing up front on a Proposition 84 funding allocation. Each Funding Area knew in advance of the amount of funding it would receive, and competition for the funding was limited to smaller geographic Regional Watershed Management Groups. At this time, it is proposed to amend this Memorandum of Understanding to extend the term for an additional six years to expend all remaining Proposition 84 funding and shift \$181,875 from the Riverside County Upper Santa Margarita Regional Water Management Group to the San Diego County Regional Water Management Group for a jointly funded project, *Implementing Nutrition Management in the Santa Margarita River Watershed*. All other terms, covenants, and conditions in the original MOU shall remain in full force and effect.

**MEMORANDUM OF UNDERSTANDING  
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND  
FUNDING IN THE SAN DIEGO SUB-REGION FUNDING AREA**

**PARTIES:**

This Memorandum of Understanding (MOU) is entered into this 28<sup>th</sup> day of April 2009 (Effective Date) among the Parties listed below:

**1. San Diego County Regional Water Management Group (RWMG)**, hereinafter SDRWMG Planning Region Agencies, includes the following members:

CITY OF SAN DIEGO, hereinafter SD CITY; COUNTY OF SAN DIEGO, hereinafter SD COUNTY; and SAN DIEGO COUNTY WATER AUTHORITY, hereinafter SDCWA.

**2. Orange County RWMG**, hereinafter OCRWMG Planning Region Agencies, includes the following members: COUNTY OF ORANGE, hereinafter ORANGE COUNTY; MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, hereinafter MWDOC; and SOUTH ORANGE COUNTY WASTERWATER AUTHORITY, hereinafter SOCWA.

**3. Riverside County Upper Santa Margarita RWMG**, hereinafter RCRWMG Planning Region Agencies, includes the following members: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter RCFCWCD; COUNTY OF RIVERSIDE, hereinafter RIVERSIDE COUNTY; and RANCHO CALIFORNIA WATER DISTRICT, hereinafter RCWD.

Agencies acting collectively under this agreement are the TRI-COUNTY FUNDING AREA COORDINATING COMMITTEE, hereinafter called the TRI-COUNTY FACC. The agencies also are sometimes referred to in this MOU collectively as "Parties" and individually as "Party."

**RECITALS:**

- A. Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act (Public Resources Code, sections 75020-75029), authorizes the Legislature to appropriate funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Funding is administered by the Department of Water Resources (DWR).
- B. The intent of the Act is to encourage integrated regional strategies for management of water resources and to provide funding through competitive grants, for projects that protect communities from drought, protect and improve water quality, promote environmental stewardship, and improve local water security by reducing dependence on imported water.
- C. The San Diego Sub-Region, also known as the San Diego Funding Area, comprises the three Parties – the SDRWMG, OCRWMG and RCRWMG. The boundaries of the SDRWMG, OCRWMG and RCRWMG are shown in Attachment A, and coordinated through this MOU.
- D.
  1. The San Diego Sub-Region has been allocated \$91 million through Proposition 84.
  2. For the purposes of this agreement, the formula for allocating funds among the Parties will be based on a combination of land area and population as of 2007. The division of funding shall be consistent with Attachment B.
- E. DWR may establish standards to guide the selection of IRWM projects within the funding areas identified in the measure and shall defer to approved local project selection,

## Attachment B

reviewing projects only to ensure they are consistent with Public Resources Code section 75028 (a).

- F. Each Party has prepared an accepted IRWM plan and desires close coordination to enhance the quality of planning, identify opportunities for supporting common goals and projects, and improve the quality and reliability of water in the Funding Area. The Parties will coordinate and work together with their advisory groups to identify projects of value across planning regions, identify funding for highly ranked projects, and support implementation.
- G. The San Diego Funding Area will balance the necessary autonomy of each planning region to plan for itself at the appropriate scale with the need to coordinate among themselves to improve inter-regional cooperation and efficiency. By consensus, the Parties have developed an agreement to improve the IRWM planning process in the Funding Area to coordinate planning across planning region lines and facilitate the appropriation of funding for IRWM projects by DWR.
- H. The Parties will coordinate on grant funding requests to ensure that the sum of the total grant requests does not exceed the amount identified for the funding region.

The RECITALS are incorporated herein and the PARTIES hereby mutually agree as follows:

### 1. Definitions

The following terms and abbreviations, unless otherwise expressly defined in their context, shall mean:

- A. **Funding Area** – The 11 regions and sub-regions referenced in Public Resources Code section 75027(a) and allocated a specific amount of funding to support IRWM activities. The San Diego Funding Area incorporates lands in the San Diego Regional Water Quality Control Board jurisdiction as of 2004, including portions of San Diego, Orange and Riverside counties.
- B. **RWMG** – An RWMG is comprised of at least three agencies, two of which must have statutory authority over water management. An RWMG is the documented leader of IRWM planning and implementation efforts in a planning region.
- C. **Planning Region** – Planning regions integrate stakeholders, agencies and projects in their regions and coordinate with other planning regions and DWR. The boundaries of the three planning regions in the San Diego Funding Area shown in attachment A.
- D. **Tri-County Funding Area Coordinating Committee (Tri-County FACC)** – Will comprise at least one representative from each recognized RWMG in the Funding Area. The Tri-County FACC will meet periodically to discuss issues pertaining to the Funding Area and make recommendations to the RWMGs.
- E. **Watershed Overlay Areas** – Identified areas within a watershed that cross planning region boundaries. Watershed Overlay Areas will be subject to special coordination and collaboration between the appropriate planning regions to ensure maximum watershed benefits in the IRWM plans of the Funding Area. The Santa Margarita and the San Mateo Watershed Overlays are shown in Attachment A.
- F. **Watershed Overlay Subcommittee** – The overlay subcommittee will be formed to identify projects that pertain to the watershed overlay areas and recommend them to the Tri-County FACC. The Subcommittee will comprise a representative of each Party in the watershed overlay area as well as other stakeholders agreed upon by the parties. The overlay subcommittee will meet at least twice during the update planning process to coordinate planning and project review; further meetings will occur as necessary. Meetings of the subcommittee will be open to all Tri-County FACC members.
- G. **Watershed Overlay Projects** – Projects identified in an Watershed Overlay Area identified as valuable and benefiting from cross boundary coordination.



## Attachment B

- H. **Common Programs** – Programs eligible for IRWM funding that are identified by the Tri-County FACC as benefiting the entire Funding Area and have participation from at least two Planning Regions.
- I. **Advisory Committee**– The recognized committee of stakeholders advising a planning region's RWMG and/or governing agencies on key issues related to IRWM planning and grant applications.

### 2. General Planning Cooperation via Tri-County FACC

All planning regions will meet at least twice per year through the Tri-County FACC. The actual number of meetings will depend on the amount and intensity of planning and coordination efforts of the Planning Regions. The efforts of the Tri-County FACC will be to enhance the quality of planning, identify opportunities for supporting common goals and projects, and to improve the quality and reliability of water in the Funding Area. The planning efforts will support the watershed-based approach through integration and coordination across planning regions in the watershed overlay areas.

### 3. Mutual Plan Reference and Consistency

Each plan prepared in the funding area will contain references to the entire Funding Area, to the coordination that is occurring among planning regions, and to this MOU. Each planning region will share its description of these matters with other planning regions to promote consistency with the goal of using common language as the IRWM plans are modified. The three RWMGs also will seek to place these common sections in the same location in their plans. Further consistency or cooperative efforts may be added with the agreement of the Parties.

### 4. Coordination of Submittals and Applications

To facilitate DWR's review process, all planning regions will coordinate their Region Acceptance Process submittals and IRWM grant applications. To the greatest extent practicable, the planning regions will develop common sections, tables and maps and place them in the same locations in their submittals and applications. The planning regions will preface their submittals and applications with information noting the common material and its location in the documents.

### 5. Watershed Overlay Areas

Through the Tri-County FACC or the overlay subcommittee, the planning regions will cooperate in identifying Overlay Projects that cross Planning Region boundaries. Overlay Projects that benefit multiple planning regions will be identified and may be jointly funded, administered, or implemented. A watershed overlay subcommittee of the Tri-County FACC will be formed for the Santa Margarita Watershed and the San Mateo Creek Watershed overlay areas as shown in Attachment A. Overlay Projects of importance to the Watershed Overlay Area planning regions would be recommended for coordination and due consideration in those Planning Regions' project selection processes.

### 6. Common Programs

The common programs found by the Tri-County FACC to be of high value for all planning regions will be identified and recommended for high priority placement in the planning regions' ranking of projects for funding. While each planning region will select projects in accordance with its own process, the regions will cooperate on the implementation of common projects programs if these efforts are selected for funding.

## Attachment B

### **7. Advisory Committee Cross Membership**

Each planning region with an advisory committee will invite the other advisory committees in the Funding Area to participate as a non-voting member in its committee to promote understanding, communication and coordination.

### **8. Scope of the Agreement**

Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent agreements, amendments or contracts. Moreover, this MOU does not require any commitment of funding beyond that which is voluntarily committed by separate board actions, but recognizes in-kind contributions of RWMG agencies and stakeholders. Non-substantive or minor changes to this MOU that have the support of all RWMG agencies may be documented to become part of this MOU.

### **9. Term of Agreement**

The term of this MOU is from its Effective Date shown above to December 31, 2014 unless extended by mutual agreement of the Parties.

### **10. Modification or Termination**

This MOU may be modified or terminated with the concurrence of the RWMG agencies and effective upon execution of the modification or termination by all the RWMG agencies.

### **11. Withdrawal**

Any PARTY may withdraw from the Tri-County FACC after giving a written 60-day notice to the other Parties.

### **12. Notice**

Any notices sent or required to be sent to any party shall be mailed to the following addresses:

#### SDRWMG Agencies

Ken Weinberg, Director of Water Resources  
San Diego County Water Authority  
4677 Overland Ave., San Diego CA 92129

Marsi Steirer, Deputy Director of Water Resources and Planning  
City of San Diego  
600 B Street, Suite 400, San Diego CA 92101

Kathleen Flannery, CAO Project Manager  
County of San Diego  
1600 Pacific Highway, Room 212, San Diego CA 92101

#### OCRWMG Agencies

Mary Anne Skorpanich, Director, OC Watersheds  
Orange County Public Works  
333 W. Santa Ana Blvd., 5<sup>th</sup> Floor, Santa Ana, CA 92701

Karl Seckel, Assistant General Manager  
Municipal Water District of Orange County  
18700 Ward Street, Fountain Valley, CA 92708

## Attachment B

Tom Rosales, General Manager  
South Orange County Wastewater Authority  
34156 Del Obispo Street, Dana Point, CA 92629

### RCRWMG Agencies

Perry Louck, Director of Planning  
Rancho California Water District  
42135 Winchester Road, Temecula, CA 92590

Mike Shetler, Senior Management Analyst  
County of Riverside  
4080 Lemon Street 4th floor, Riverside, CA 92501

Warren D. Williams  
Riverside County Flood Control and Water Conservation District  
1995 Market St. Riverside, CA 92501

### **13. Funding Uncertainties**

The RWMG agencies cannot be assured of the results of these coordination efforts and applications for funding. Nothing within this MOU should be construed as creating a promise or guarantee of future funding. No liability or obligation shall accrue to the Parties if DWR does not provide the funding. The Parties are committed to planning and coordinating notwithstanding IRWM funding. The form of such coordination may change based on the sources of funding.

### **14. Indemnification**

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses, and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with work performed pursuant to this MOU. Such obligation shall not apply to any loss, damage, or injury, as may be caused by the sole negligence or willful misconduct of a Party, its directors, officers, employees, agents, and consultants.

### **15. Other Provisions**

The following provisions and terms shall apply to this agreement.

- A. This MOU is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties shall be brought in a court of competent jurisdiction in Riverside, Orange or San Diego Counties, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.
- B. If any provision of this MOU is held by a court to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
- C. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsels. No provision contained herein shall be construed against any Party because of its participation in preparing this MOU.
- D. Any waiver by a Party of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective Parties to require

## Attachment B

from the others exact, full and complete compliance with any terms of the MOU shall not be construed to change the terms hereof or to prohibit the Party from enforcement hereof.

- E. This MOU may be executed and delivered in any number of counterparts or copies, hereinafter called "Counterpart", by the parties hereto. When each Party has signed and delivered at least one Counterpart to the other parties hereto, each Counterpart shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the Parties hereto.
- F. This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all Parties hereto.

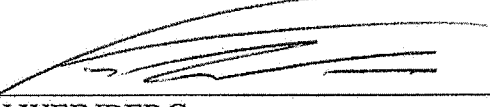
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown on the attached counterpart signature pages:

Attachment B

**San Diego County Water Authority**


In WITNESS WHEREOF, each party hereto has executed this AGREEMENT as of the date set forth above.

Date: April 20, 2009

By:   
KEN WEINBERG  
Director of Water Resources

APPROVED AS TO FORM  
San Diego County Water Authority

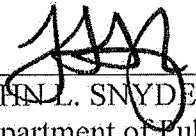
Date: April 8, 2009

By:   
General Counsel  
San Diego County Water Authority

Attachment B

San Diego County

In WITNESS WHEREOF, each party hereto has executed this AGREEMENT as of the date set forth above.

Date: 5/4/09 By:   
JOHN L. SNYDER, Director  
Department of Public Works

APPROVED AS TO FORM  
County Counsel  
San Diego County, California

Date: 4/28/09 By:   
Deputy County Counsel

John L. Snyder, Director  
Department of Public Works  
County of San Diego  
5555 Overland Ave, Bldg.2, Mailstop O332  
San Diego, CA 92123

Attachment B

City of San Diego

In WITNESS WHEREOF, each party hereto has executed this AGREEMENT as of the date set forth above.

CITY OF SAN DIEGO

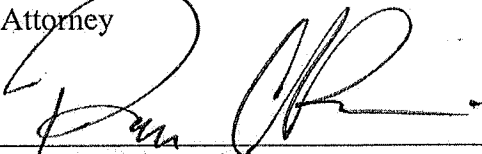
Date: 4/13/09

By:   
W. DOWNS PRIOR  
Principal Contract Specialist

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding.

JAN I. GOLDSMITH  
City Attorney

Date: 4/14/09

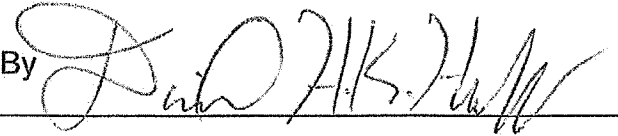
By:   
Raymond C. Palmucci  
Deputy City Attorney

Mr. W. Downs Prior  
City of San Diego  
Purchasing and Contracting Department  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101

Attachment B

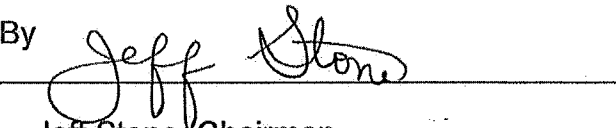
APPROVED AS TO FORM:

Pamela Walls  
County Counsel

By 

David H.K. Huff  
Assistant County Counsel

County of Riverside  
Board of Supervisors

By 

Jeff Stone, Chairman  
Supervisor, Third District  
Riverside County Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

Date: MAR 31 2009

By   
Deputy

MAR 31 2009 3.7




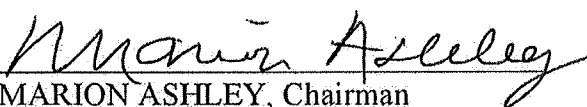
Attachment B

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on MAR 31 2009  
(to be filled in by Clerk of the Board)

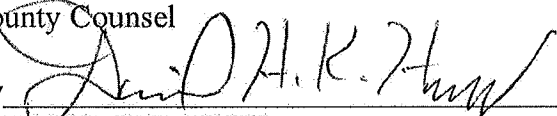
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and  
Water Conservation District Board of  
Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

By   
DAVID H.K. HUFF  
Deputy County Counsel

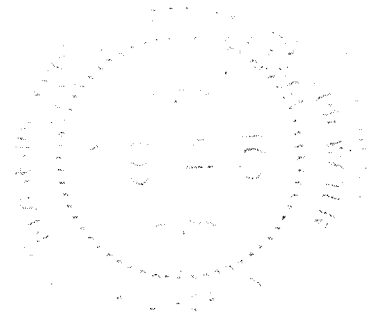
Dated 3/18/09

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board


By   
Deputy

(SEAL)



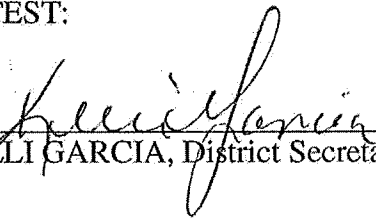
**MEMORANDUM OF UNDERSTANDING  
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND  
FUNDING IN THE SAN DIEGO SUB-REGION FUNDING AREA**

**RANCHO CALIFORNIA WATER DISTRICT**  
A California Water District

By:   
MATT STONE, General Manager

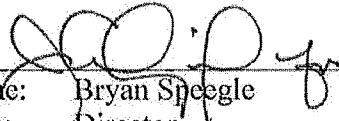
Date: 4-20-2009

ATTEST:

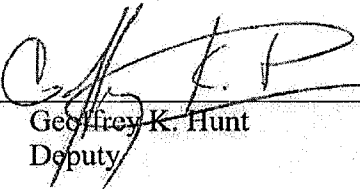
  
KELLI GARCIA, District Secretary

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a duly authorized representative as of the date set forth above.

ORANGE COUNTY PUBLIC WORK

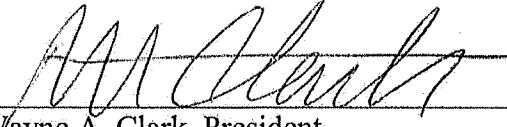
By  Date May 19, 2009  
Name: Bryan Speegle  
Title: Director

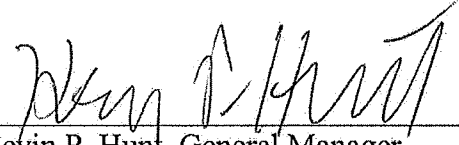
APPROVED AS TO FORM: COUNTY COUNSEL

By  Date 5/21/2009  
Name: Geoffrey K. Hunt  
Title: Deputy

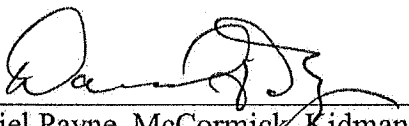
Attachment B

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

By:   
Wayne A. Clark, President

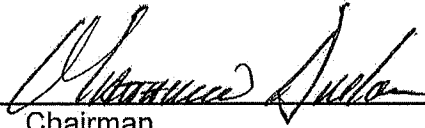
By:   
Kevin P. Hunt, General Manager


APPROVED AS TO FORM:

  
Daniel Payne, McCormick, Kidman & Behrens  
Legal Counsel for Municipal Water District  
of Orange County

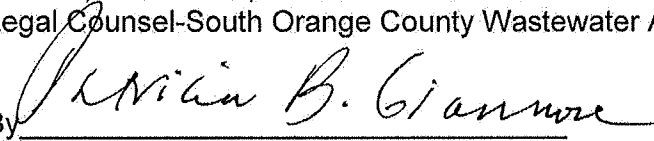
Attachment B

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

By   
Chairman

By   
Secretary

APPROVED AS TO FORM:  
BOWIE, ARNESON, WILES & GIANNONE  
Legal Counsel-South Orange County Wastewater Authority

By   
Patricia B. Giannone



## Attachment B

### Attachment B Allocation of Proposition 84 Funds

Each of the three planning regions has IRWM project and program needs that far exceed the funding allocated to the funding area. Significant local match funding for selected projects is available in each planning region. Funding for planning and timing of implementation may vary among the planning regions. Because of these factors and because not all of the Proposition 84 funding will be made available at the same time, the Tri-County FACC members will cooperate and coordinate on individual funding cycle applications to ensure that the sum of the total grant requests does not exceed the amount identified for the funding region in any given cycle. Total allocations to the parties will be divided according to the schedule below. The allocations are based on a formula that is similar to that used to allocate funding in the Proposition 84 bond language. (Note: Proposition 84 allocates \$91 million to the San Diego Funding Area. DWR has indicated it will spend approximately 5 percent of the funds for program delivery costs. Therefore, the allocations to the three planning regions are indicated in percentages of the total funds that will be available over the life of the program.)

Planning Region	Population	Acres Area	Allocations (in % of \$ totals)		
			\$25 M on Land	\$66 M on Population	Total
Riverside Upper Santa Margarita	253,329	405,233	16.4%	6.4%	9.1%
South Orange County	597,348	168,192	6.8%	15.2%	12.9%
San Diego County	3,092,351	1,901,203	76.9%	78.4%	78%
<b>Total</b>	<b>3,943,028</b>	<b>2,474,628</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING  
AND FUNDING IN THE SAN DIEGO SUB-REGION FUNDING AREA

The Memorandum of Understanding (MOU) for Integrated Regional Water Management Planning and Funding in the San Diego Sub-Region Funding Area between the San Diego County Regional Water Management Group (SDRWMG Planning Region Agencies), Orange County Regional Management Group (OCRWMG Planning Region Agencies), and Riverside County Upper Santa Margarita Regional Water Management Group (RCRWMG Planning Region Agencies), which was executed by the parties on April 28, 2009, is hereby amended as follows:

1. Pursuant to Section 9. Term of Agreement in the original MOU which allows for contract extensions by mutual agreement of the Parties, the term of the contract is extended for six years and the termination date is changed from December 31, 2014, to December 31, 2020. Section 9 of the MOU is amended to reflect this change.
2. To better facilitate grant funding for identified mutual goals and projects, the allocation of Proposition 84 Funds shown in Attachment B of the MOU for Riverside Upper Santa Margarita (RCRWMG Planning Region Agencies) is decreased by \$181,875, and this amount shall be reallocated to San Diego County (SDRWMG Planning Region Agencies) as RCRWMG Planning Region Agencies share of the two regions' jointly funded project, Implementing Nutrition Management in the Santa Margarita River Watershed, Phase 2, under the Department of Water Resources' Proposition 84, Round 2 grant program.
3. All other terms, covenants, and conditions in the original MOU as amended shall remain in full force and effect and shall be applicable to this first amendment.

The individuals executing this first amendment to the MOU represent and warrant they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Memorandum of Understanding for Integrated Regional Water Management Planning and Funding in the San Diego Sub-Region Funding Area on the dates shown on the attached counterpart signature page:



**SDRWMG Planning Region Agencies**

/S/     Approved: \_\_\_\_\_  
Ken Weinberg, Director of Water Resources  
San Diego County Water Authority  
4677 Overland Avenue, San Diego, CA 92123

/S/     Approved: \_\_\_\_\_  
John L. Snyder, Director  
Department of Public Works  
County of San Diego  
5555 Overland Avenue, Bldg. 2, Mailstop O332, San Diego, CA 92123

/S/     Approved: \_\_\_\_\_  
Halla Razak, Director of Public Utilities  
City of San Diego  
600 B Street, Suite 400, San Diego, CA 92101

**OCRWMG Planning Region Agencies**

/S/     Approved: \_\_\_\_\_  
Shane L. Silsby, P.E.  
Director, OC Public Works  
County of Orange  
300 N. Flower St.  
Santa Ana, CA 92701

/S/     Approved as to Form : \_\_\_\_\_  
County Counsel

/S/     Approved: \_\_\_\_\_  
Larry Dick, President (Maribeth Goldsby, Secretary)  
Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708

/S/     Approved: \_\_\_\_\_  
Mike Dunbar, Chairman  
South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point, CA 92629

**RCRWMG Planning Region Agencies**

/S/     Approved: \_\_\_\_\_  
Matthew G. Stone, General Manager  
Rancho California Water District  
42135 Winchester Road, Temecula, CA 92590

IN WITNESS HEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
NEAL KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
JUAN C. PEREZ  
Director of Transportation and  
Land Management

By \_\_\_\_\_  
JEFF STONE, Chairman  
County of Riverside Board of Supervisors  
for Transportation Department

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
MARSHA L. VICTOR  
Principal Deputy County Counsel

By \_\_\_\_\_  
Deputy  
(SEAL)



**INFORMATION ITEM**

November 3, 2014

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

**FROM: Robert Hunter, General Manager**

Staff Contact: J. Berg, WUE Programs Manager

**SUBJECT: 20x2020 Orange County Regional Alliance Progress Report**

**STAFF RECOMMENDATION**

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Staff recommends the Planning & Operations Committee receive and file this progress report.

**COMMITTEE RECOMMENDATION**

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Committee recommends (To be determined at Committee Meeting)

**SUMMARY**

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The Water Conservation Act of 2009, SBx7-7, sets a goal of achieving a 20 percent statewide reduction in per capita water use and directs retail water suppliers to develop targets to meet a 20 percent reduction in per capita water use by 2020, with an interim 10 percent reduction by 2015. Under the Act, retail water suppliers may also comply with the law on a regional basis through a Regional Alliance. Failure to comply with the law jeopardizes an agency's ability to access water management grants and loans from the state.

The Municipal Water District of Orange County (MWDOC), in collaboration with its retail agencies and the cities of Anaheim, Fullerton, and Santa Ana, established the Orange County 20x2020 Regional Alliance (Regional Alliance) in MWDOC's 2010 Regional Urban Water Management Plan (RUWMP). The Regional Alliance baseline is 190 GPCD using a base period from 1995 to 2005, and the 2015 and 2020 goals are 176 and 158 respectively.

The Regional Alliance was created to provide flexibility to meet the per capita reductions on a regional basis without adding additional risk to the retail agencies, which can still achieve compliance on the individual level. Under the Regional Alliance, all retail water

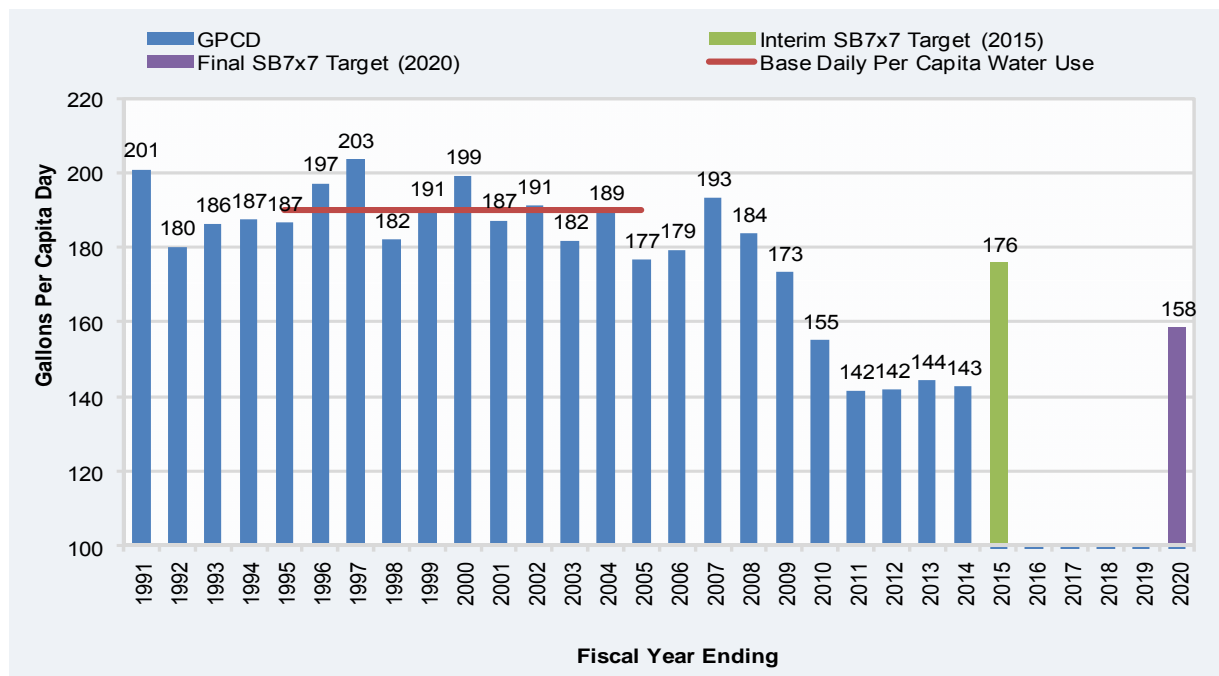
agencies can benefit from pooling their investments in water use efficiency, which under the law includes recycled water projects, such as the Groundwater Replenishment System. The Orange County Regional Alliance is one of five regional alliances in California and is, by far, the largest with 30 agencies.

As the reporting agency for the Regional Alliance, MWDOC has provided this report on progress towards compliance for fiscal year 2013-14, including updated retail agency population estimates for January 2014. This information was prepared in accordance with the Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (Technical Methodologies), dated February 2011.

## DETAILED REPORT

For fiscal year 2013-14, the Regional Alliance achieved a per capita water use of **143 GPCD**, as illustrated in the following graphic. This total is **19 percent** below the Regional Alliance goal of **176 GPCD for 2015** and **9 percent** below the final goal of **158 GPCD for 2020**. *Note that compliance with the law will be measured on the actual performance in the compliance years of 2015 and 2020 as reported in Urban Water Management Plans.*

### Orange County 20x2020 Regional Alliance 2014 Per Capita Update



### Background - Calculation of a Regional Target

Under the Technical Methodologies, there is a two-step process to calculate the GPCD targets for the Regional Alliance:

1. Each retail water agency must first calculate its individual baseline and target.
2. Individual targets are then weighted by population and averaged over all the members of the Alliance to obtain a regional target.

When establishing the Regional Alliance in MWDOC's 2010 RUWMP, individual targets were pulled from each retail agency's 2010 UWMP. For the 2014 update, MWDOC staff used our internal 20x2020 model, which calculates the optimal baseline and target for each retail agency using our water use database and the revised population figures provided by the Center for Demographic Research at California State University, Fullerton. As a result, some agency targets may differ from those documented in their 2010 UWMP.

The calculation for the Regional Alliance target water use is provided in the table. Column (1) shows the 2014 population for each individual supplier. The individual targets for each supplier are provided in column (2) for the interim 2015 targets and column (4) for the final 2020 targets.

To calculate the weighted averages for each retail water supplier, the population is multiplied by the individual targets to get a weighted total for each individual supplier. This is found in column (3) for the interim 2015 targets and in column (5) for the final 2020 targets. The regional targets for the Orange County 20x2020 Regional Alliance are then derived as the sum of the individual weighted averages divided by the total population of the regional alliance.

For example, the 2020 water use target for the city of Brea is 221 GPCD, and the 2014 population is 43,300. By multiplying this 2020 target by the population, the result is a weighted average of 9,558,714. The sum of the weighted averages for all members of the Orange County 20x2020 Regional Alliance is 496,556,422. By dividing this weighted total by the regional population of 3,134,400, the resulting regional 2020 water use target is **158 GPCD**.

## Orange County 20 by 2020 Regional Alliance

### Calculation of Regional Compliance Daily Per Capita Water Use

**2015 Regional Target            175.7**  
**2020 Regional Target        158.4**

Calculation of Regional Compliance Daily Per Capita Water Use					
Orange County 20x2020 Regional Alliance	(1) 2014 Population	(2) Individual Targets 2015	(3) Weighted Total 2015	(4) Individual Targets 2020	(5) Weighted Total 2020
Brea	43,300	248	10,753,553	221	9,558,714
Buena Park	82,700	178	14,724,022	158	13,088,020
East Orange CWD RZ	3,300	261	862,782	232	766,918
El Toro WD	48,800	183	8,945,891	163	7,951,903
Fountain Valley	58,100	157	9,101,556	142	8,224,058
Garden Grove	176,700	152	26,927,717	142	25,011,888
Golden State WC	170,200	157	26,722,248	142	24,091,810
Huntington Beach	198,200	151	29,999,707	142	28,055,210
Irvine Ranch WD	382,100	192	73,242,595	170	65,104,529
La Habra	61,900	151	9,351,587	150	9,300,630
La Palma	14,800	149	2,204,319	140	2,071,713
Laguna Beach CWD	20,300	183	3,720,281	163	3,306,916
Mesa Consolidated WD	106,500	163	17,319,988	145	15,395,549
Moulton Niguel WD	170,500	194	33,120,691	173	29,440,619
Newport Beach	65,700	228	14,970,253	203	13,306,892
Orange	138,600	203	28,147,411	181	25,019,921
San Clemente	51,200	172	8,803,501	153	7,825,334
San Juan Capistrano	39,000	206	8,041,743	183	7,148,216
Santa Margarita WD	154,500	190	29,315,224	169	26,057,977
Seal Beach	23,700	149	3,525,911	142	3,354,739
Serrano WD	6,500	434	2,819,752	386	2,506,446
South Coast WD	35,000	169	5,918,007	150	5,260,450
Trabuco Canyon WD	12,700	233	2,962,419	200	2,537,360
Tustin	68,000	170	11,566,722	151	10,281,531
Westminster	93,700	137	12,805,804	130	12,184,939
Yorba Linda WD	74,600	266	19,861,496	237	17,654,663
Anaheim	358,600	183	65,485,916	162	58,209,703
Fullerton	141,600	201	28,439,911	179	25,279,921
Santa Ana	333,600	123	40,957,096	116	38,559,879
<b>Regional Alliance Total</b>	<b>3,134,400</b>	<b>176</b>	<b>550,618,105</b>	<b>158</b>	<b>496,556,422</b>

\* Calculated using the first option for calculating regional compliance from page 53 of the Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use, dated October 2014.





**INFORMATION ITEM**

November 3, 2014

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

**FROM:**       **Robert Hunter, General Manager**

Staff Contact: Karl Seckel and Richard Bell

**SUBJECT:**   **CalDesal Third Annual Conference: Theme “Transition from Crisis Management to Resource Management” and Update on the CalAm Monterey Peninsula Water Supply Project**

**STAFF RECOMMENDATION**

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Staff recommends the Planning & Operations Committee receive and file this report and provide input as appropriate.

**COMMITTEE RECOMMENDATION**

---

Committee recommends (To be determined at Committee Meeting)

**SUMMARY**

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CalDesal held its third annual conference in Monterey on October 6 and 7 in Monterey and provided an informative program on desalination and salinity management topics of interest both to the greater Monterey area and to the State. The conference was well attended, the program covered a wide range of topical issues, the panelists came from a diverse group of government agencies, consulting firms and NGOs, and they provided excellent presentations that were very informative, well received and of interest to the conference attendees. Staff from both MWDOC and OCWD attended the conference.

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

Conference program sessions focused on:

- Groundwater
- Salinity management
- Ocean desalination implementation
- Emerging technology
- Managing media messaging
- Interface of science and policy for desalination
- Water/energy connection

Of particular importance and interest were the presentations by:

- Vicky Whitney, Deputy Director of the SWRCB addressing “Integration of Science into Policy”. Ms. Whitney’s presentation covered the quasi-legal/regulatory process on the procedures required to be followed by the State Water Board in developing new policy and regulations, from science and policy, through standards of review, what constitutes substantial evidence, evaluating information from experts and statistics and studies, use of expert panels (Brine Panel, Seawater Intake Panel and a Third Panel on diffuser impacts, mitigation fees and use of 1 mm wedge wire screens), the required legal independent Peer Review of the draft policy/regulations, and the legal basis and process for establishing the Ocean Desalination Policy.
- Rob Oglesby, Executive Director of the California Energy Commission (CEC), addressed the AB 32 “Loading Order in the Scoping Plan Update”. Mr. Oglesby reviewed the State’s progress in meeting the 33% renewable energy target by 2020, California Air Resources Board (CARB’s) objective for the water sector contained in CARB’s updated scoping plan, and Chairperson Mary Nichols recent response letter to the water sector clarifying that CARB’s intent to provide an analogy to the energy sector loading order approach and not to require a loading order on the water sector. (Note: this is still in discussion through the ongoing CPUC Water-Energy Nexus Rulemaking process: entitled “Order Instituting Rulemaking into Policies to Promote a Partnership Framework between Energy Investor Owned Utilities and the Water Sector to Promote Water-Energy Nexus Programs; the State’s WET-CAT [Water Energy Team – Climate Action Team] process; and likely implementing legislation.)

He then presented CEC’s energy loading order as a “common sense” approach to meet future energy demands and GHG reductions which the CEC orders preferentially as: (1) energy efficiency and demand response, (2) new generation needs first met by renewable energy, and (3) then by additional clean, fossil fuel central generation. He further explained why there is a need for an energy loading order, how California’s energy use efficiency (expressed as kWh per person indexed to 1975, 1975 = 1.00) has been relatively flat since 1975 compared to the nearly 50% increase over the rest of the United States to 2010. He gave examples of California’s progress in meeting renewables and distributed generation, and

clean fossil generation and transmission in California. He then concluded with a review of opportunities going forward considering the evolving grid, going beyond 33% and the potential for over generation illustrating the challenges with a March 31, 2014 system 24-hour demand load curve projected to 2020, and concluded with examples of how loading order implementation might work.

He noted that the State on certain days is now having to pay out of State utilities to take excess rooftop generation during the afternoon. He also noted that 13,000 MW must be generated over the three hour ramp up period into the early evening, noting that this is a major challenge for the energy generation system.

- Scott McCreary, Ph.D. of CONCUR entitled “Using Joint Fact-Finding to Integrate Desal Science and Policy: the Independent Scientific and Technical Advisory Panel” for the Poseidon Resources Huntington Beach Ocean Desalination Project. Dr. McCreary provided an overview of the Phase 1 panel’s report and findings and process.
- Richard Svindland, Vice President, California American Water (“CalAm”) on the Monterey Peninsula Water Supply Project and their planned use of slant wells. Mr. Svindland reviewed the status of the project which we discuss in more detail below.
- Jennifer Kunz of Best, Best and Krieger on “Desal Science Through the CEQA Lens – Thresholds, Substantial Evidence and Alternatives”. She noted that CEQA is just one step in a complex regulatory scheme and reviewed application of defensible thresholds to ocean desalination projects, including substantial evidence, challenges in alternative analysis for new technology, and the definition of feasible under CEQA including the CEQA Guidelines “Rule of Reason” and “Economic Viability” tests.

Staff found most if not all the Conference presentations of significant interest and value. The program and presentations can be found at <http://www.caldesal.org/Conference.php/>.

### **Reliable Supplies in the Monterey/Santa Cruz Areas Discussed at the Conference**

Reliable water supply development for the greater Monterey/Santa Cruz area was a special focus of the program. Presentations were quite informative and illustrative of how these communities are addressing the multiple objectives of environmental and ocean protection, stream and endangered species restoration, and development of reliable, resilient and sustainable water supply solutions.

MWDOC and its member agencies, especially the Doheny Ocean Desalination Project Participants (South Coast Water District, Laguna Beach County Water District, Moulton Niguel Water District, City of San Clemente and City of San Juan Capistrano) should find the CalAm Monterey Peninsula Water Supply Project <http://www.watersupplyproject.org/> of particular interest, for several reasons:

- In 2013, CalAm reached a settlement arrangement between sixteen diverse parties representing support for a project solution, then completed procurement of the desalination facility Design-Build team, completed preliminary project engineering work, and is currently in the process of permitting a 1,000 foot long Slant Test Well that is an outgrowth of the Doheny Ocean Desal Test Slant Well design, construction and testing work. The CalAm Slant Test Well project includes extended pumping, testing and modeling work, following the approach developed for the Doheny Ocean Desalination Project. Due to denial by the City of Marina for a Local Coastal Permit, this item is on appeal to the California Coastal Commission (CCC) and is scheduled to be heard on November 12 in Half Moon Bay.
- The Slant Test Well project involves the construction, operation, and decommissioning of the slant test well, up to 4 monitoring nested well clusters of 4 zones each, submersible pump, and related infrastructure at the CEMEX sand mining plant that is just north of the City of Marina. The Slant Test Well project is estimated to cost \$6.4 M, all in.
- The overall project includes the seawater slant well intake facilities and raw water conveyance, the desalination plant, co-disposal facilities through the regional wastewater outfall, 15 miles of distribution pipelines, and an ASR ("Aquifer Storage Recovery") component. CPUC has approved a significant project contingency at a 1.45 factor, totaling approximately \$103 M. With the contingency, the estimated cost for the Intake System is \$73 M, the Desal Plant and Brine Disposal budget is \$140 M (CDM Smith Design-Build contract was awarded at \$87 M), and the Pipelines, Terminal Reservoir and Booster Pumping Station are estimated at \$125 M, a total of \$338 M. The yield from the project will be either 9.6 mgd or 6.4 mgd if the ASR Groundwater Recovery Project is implemented in time. The total unit cost of water produced, all costs and contingencies included range from \$3,600 to \$4,000 per AF. This high unit cost is primarily due to the small size of the project and reduced economy of scale, the large 1.45 allowed contingency, 15 miles of pipelines, land acquisition, very long slant wells, and high cost of construction in the Monterey area.

## **Background on CalDesal**

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Staff has taken the opportunity to provide some background on CalDesal:

CalDesal was formed in January 2011 through the efforts of Paul Schoenberg from Mesa WD, who acted as the interim Executive Director, and several other agencies, including MWDOC. It is a non-profit organization focused on seawater desalination, brackish groundwater desalination and salinity management. Ron Davis was hired in early 2011 as the Executive Director. A long time water policy expert, Ron had previously headed ACWA's legislative program for several years. He has a long and successful history in moving legislation through Sacramento.

The organization works to advocate through a unified voice for legislative and regulatory action that facilitates and promotes water desalination and salinity management in

California. CalDesal has a current membership of about 70 organizations. The make-up of the organization is comprised of public agencies, private firms and consultants, manufacturers, and others. It is governed by an 11 person Executive Committee made up of 9 agencies and 2 non-agency members.

Currently, the members of the Executive Committee are:

- Shawn Dewane, Mesa WD
- Jerry Brown, Contra Costa WD
- Karl Seckel, MWDOC (Richard Bell, Alternate)
- Bob Yamada, SDCWA
- Bob Harding, MWDSC
- Walt Wadlow, Alameda CWD
- Phil Paule, Eastern MWD
- Carol Kwan, West Basin MWD
- Jill Durig, Zone 7 Water Agency
- Keven Thomas, RBF
- Peter Eccleston, GHD

The Board make-up provides for geographic diversity to assure that all areas are well represented. Board members serve for 2 year terms; terms end this December and nominations are on-going for the appointment of the new Board at the December 2014 meeting in San Diego.

### **What is CalDesal Doing, What Are We Doing with CalDesal, and What Do We Want to Get Out of CalDesal?**

CalDesal provides an extremely important function to the water industry with a focused organization that advocates for fair and reasonable legislation and regulations and in promoting the advancement of water desalination and salinity management. CalDesal has allowed a focused effort by dedicated professionals involved in desalination and salinity management to provide a concerted effort through legislative and regulatory initiatives working together to provide a single, unified voice to the legislature and regulatory bodies. Without this organization, the development of desalination could well be stopped by those who oppose development of this new water supply source.

CalDesal has partnered with ACWA on several efforts, with the Water Education Foundation in conferences and newsletters, with the Groundwater Resources Association, and other organizations.

Specifically, MWDOC has and will continue to benefit from membership in CalDesal primarily through:

- A single focused, collective advocacy process for fair and reasonable regulations that benefit responsible seawater desalination, brackish groundwater desalination

and salinity management efforts, including cost-effective and reasonable State desalination policy and appropriate regulations;

- Expert experience and focused organizational monitoring and advocacy regarding State and Federal legislation affecting desalination and salinity management; and
- Informed and professional education and outreach promoting the benefits of desalination to key stakeholders.
- Monitors ongoing desalination and salinity management activities and timely issuance of key news and information to its members.
- Organizes and holds an annual conference on key water desalination and salinity management topics.
- Staff has been working on the Regulatory Work Group since the formation of CalDesal and has been involved in several activities, including:
  - State Water Board Ocean Plan Amendment for Ocean Desalination development process. This process started several years ago and regulations are currently scheduled to be adopted in 2015. CalDesal, its core participating agencies and MWDOC have worked hard on evaluation of issues and approaches, in preparing comment letters, and in providing coordinated testimony at workshops and hearings.
  - California Department of Water Resources California Water Plan, Chapter on Desalination. Staff from several agencies including MWDOC staff worked to re-write DWR staff's draft report and provided detailed comments. It was well accepted by DWR.
  - MWDOC staff alerted CalDesal and its members to the Water-Energy Nexus process. Recently CalDesal supported ACWA at the California Air Resources Board hearing on a proposed loading order policy that would have mandated use of the least energy using water supply sources in a sequential loading order. Through the combined efforts of water agencies CARB backed away from this policy recognizing that water reliability and water supply decisions are not driven just by energy use and prepared a letter to that effect.
  - The California PUC is currently conducting a rulemaking proceeding on the Water-Energy Nexus which goal is to recommend a policy to the WET-CAT (Water Energy Team of the Climate Action Team) group of State resource and regulatory agencies who would then seek to sponsor legislation in the next year or two. ACWA and MWDSC are participants in the process and CalDesal, MWDOC and other agencies are actively monitoring this unusual regulatory/legislation development process.

- Worked hard to include funding for ocean desalination in the Proposition 1 Bond measure.
- Worked with the Ocean Protection Council on their desalination policy development.
- Works with the Delta Stewardship Council regarding Regional Reliance and the need for support for water desalination and salinity management and providing factual information.
- The involvement by MWDOC staff has kept us on top of the issues, has helped MWDOC staff to have an effective voice in the process with other agencies, has allowed staff to bring emerging issues to the attention of the group, to develop strategies, and to craft comments on State policy and regulations. This has been effectively accomplished through the collaborative working forum managed by CalDesal with other key agencies involved in Ocean Desalination, Brackish Groundwater Desalination and Salinity Management. The organization is key in advocating and helping to shape a reasonable set of regulations and legislation. A key area of ongoing effort is to inform and help provide the information and comments to the State Water Board in their development of a reasonable set of regulations for ocean desalination.
- We want to see a reasonable set of regulations that can be met by ocean desalination projects, that are clear and that do not overly burden or limit the ability to develop ocean desalination as a source of future water supply for California. CalDesal has been a great organization in helping to achieve this and other related goals.
- MWDOC is achieving wider recognition through CalDesal for our pioneering work on the use of a subsurface slant well intake for the Doheny Ocean Desalination Project. We have gained support in helping to develop reasonable regulations and to provide funding support for our project and others.

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

October 28, 2014

<b>Description</b>	<b>Lead Agency</b>	<b>Status % Complete</b>	<b>Scheduled Completion Date</b>	<b>Comments</b>
<b>Baker Treatment Plant or Expansion of Baker Water Treatment Plant</b>	IRWD, MNWD, SMWD, ETWD Trabuco CWD		On line date is late 2016	MWDOC has been asked to help secure MET's concurrence on the quality of water being introduced into the South County Pipeline. MWDOC and MET have exchanged agreements and continue working on this issue. It is important to get it wrapped up by the end of the year to allow the actual construction tie-in of the new pipeline to the South County Pipeline to be made during a February 2015 shutdown.
<b>Doheny Desalination Project</b>	MWDOC			Work is continuing on the Foundational Action Program Studies for both the Doheny Desal and the SJBA. It is expected that the NEW information developed will provide an impetus for the project to move forward.
<b>Poseidon Resources Ocean Desalination Project in Huntington Beach</b>				OCWD has posted the report by Clean Energy Capital on the cost and financing options for the Poseidon Huntington Beach Ocean Desalination Project. A presentation will be made at the November 12 OCWD Producer's meeting and a full workshop is planned by OCWD for December 10.
<b>OC-88 Metering Issue on the South County Pipeline</b>				All resolved and everybody reimbursed.



Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
Orange County Water Reliability Study				Kick off meetings are being scheduled with MWDOC, MET, OCWD and the full Workgroup.
Other Meetings/Work				
				Richard Bell attended the annual CalDesal Conference. A report is included in the P&O Committee agenda.
				Karl Seckel participated with IRWD and MET in the shutdown for the Santiago Lateral and the Baker Pipeline to allow IRWD's contractor to expand the OC-33 service connection, increase the size of Air Vacuum Valves on the system and to provide tie-ins for connection of the Baker Treatment Plant to the Baker Pipeline. Just prior to and during the shutdown, a number of discussions were held on the MET specifications for the OC-33 mag meter and what would be required for certification testing. The shutdown was delayed by a day or two to allow for the new mag meter to be certified by Utah State University testing lab, and although the meter was fully certified, other issues resulted in a decision to NOT install the larger meter at this time, but to wait until the first quarter of 2016 when time is closer to when the treatment plant will start up (the new meter can only meter down to 10 cfs in accordance with the MET Administrative Code and IRWD needs lower flows metered prior to the Treatment Plant beginning of operations.

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				At the October SJBA meeting, discussions were held regarding additional monitoring water level and water quality monitoring to determine if taking three wells out of production is sufficient to slow or stop seawater intrusion. The Board asked to meet more frequently to stay on top of the monitoring.
				MWDOC worked with MET, OCWD, IRWD and Serrano to coordinate deliveries of untreated water into Orange County while MET is experiencing storage level declines in Lake Mathews that could inhibit delivery of water to both the Weymouth and the Diemer Treatment Plants.
				Karl Seckel participated in the EPA WIFIA Listening Session in LA on October 17. EPA will be promulgating guidelines regarding how projects will qualify for low interest loans under WIFIA and asked stakeholders to provide input. It is likely that funding will not actually be available under this program for two years. It is a pilot plant that will last five years and then a decision on the merits of the program will determine whether or not it will be continued. It is likely that the first year, no more than \$600 M will be funded nation-wide.
				Karl Seckel has been working on the Final Draft Report to submit to the Department of Water Resources on the Budget Based Tiered Rate (BBTR) Grant Study that was awarded to MWDOC in 2009. The grant expires on October 31, which then begins a five year monitoring program for the agencies who adopted BBTRs with assistance from the Grant. The report is a good reference document for any agencies interested

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				in considering or pursuing BBTRs.
				<p>Karl Seckel met with Jim Green, Chief of Operations and Bob Harding, Head of the Resources Group to discuss introduction and conveyance of non-MET sources of water in the EOCF#2. The issue of introducing and conveying other sources of water in MET facilities has been discussed and considered by only approved by MET for emergency operations. MWDOC is interested in gaining approval from MET to convey either groundwater or water from the Poseidon Plant in the EOCF#2. MET indicated that legal issues would have to be worked out and so the issue has been teed up for the attorneys. MWDOC is a majority owner in the facility at 56% while MET has a 27% ownership. This issue will take a number of months to work out, especially given the drought impacts on the availability of MET staff and legal time taken up on these issues.</p>
				<p>Karl Seckel, Keith Lyon and Kevin Hostert are continuing to work with the City of La Palma and Golden State Water Company who are MWDOC's agencies that will be impacted when MET shuts down portions of the Second Lower Feeder for six months at a time to line the pipeline to improve the structural integrity. The Second Lower Feeder is a pre-stressed concrete cylinder pipe that has had problems. The overall project is expected to take 10 years to line the entire pipeline. Overall, MET is lining 100 miles out of the 160 miles of this type of pipeline in its system.</p>

**Status of Ongoing WEROC Projects  
October 2014**

<b>Description</b>	<b>Comments</b>
<i>General Activities</i>	<p>Kelly Hubbard attended the California Emergency Services Association, Southern Chapter (SCESA) Board Meeting on October 1, 2014 as the Association's First Vice President.</p> <p>Kelly and Lisa Parson coordinated the 7<sup>th</sup> Annual Orange County Water Association SafetyFest at the Orange County Mining Company on October 15<sup>th</sup>. SafetyFest provides water operators with 6 hours of continuing education units for their operator's license. This is always a popular event and provides a good opportunity for WEROC to provide emergency response training as part of the program.</p> <p>On October 16<sup>th</sup> at 10:16 am Lisa led MWDOC staff in a Great Shakeout drill. Staff were asked to Drop, Cover and Hold on, and then evacuate the building. This is an annual reminder on earthquake safety and evacuation protocol. Additionally, staff could show Lisa their emergency kit and she provided them with a first aid refreshment pack for their kit. Many times people forget to replace items in their kits that expire, such as Band-Aids, medication, and water.</p> <p>Kelly along with a volunteer from the Orange County Chapter of the American Red Cross provided MWDOC and Orange County Water District (OCWD) staff with a "Disaster Lunch and Learn" session. Both presentations provided staff with information about earthquake safety, personal preparedness and their role as a government employee in emergency response. Attendees were asked to write one "Promise to Prepare" on a 3X5 notecard, as studies show that people are more likely to follow through on promises that are written down.</p> <p>Kelly has also arranged for SOS Survival Products to offer MWDOC, OCWD and WEROC EOC staff a 15% discount off any preparedness supplies from their website, catalog or store for Earthquake Preparedness Month (October). SOS also sent several samples of their products which have been displayed in the MWDOC entry way this month.</p> <p>Kelly and Lisa attended the Annual American Red Cross Disaster Preparedness Academy at the</p>

Description	Comments
	<p>Anaheim Convention Center. This annual training provides plenary and breakout sessions in a one day format for community volunteers, responders, private companies and government agencies. Kelly was asked to present for one breakout session on “Hazard Vulnerability Analysis; It’s a Tool, Not a Chart.”</p>
<p><b>Member Agency Coordination</b></p>	<p><i>Ongoing – Joint Met/WEROC Exercise</i> – WEROC hosted an Exercise Design Meeting on October 14 for its member agencies that are planning to participate in the November 5 Test Exercise. Attendees discussed what disaster impacts they will be using in their exercises and whether those impacts create secondary impacts to other agencies. This discussion stimulated real world planning and coordination that otherwise might not have been facilitated between the agencies. Additionally, both Kelly &amp; Lisa participated in the Met Exercise Design Group conference call on October 27 to further develop the exercise scenario and work out logistical needs.</p> <p>Jeff Kohrs, a City of Orange Water Division Employee and longtime WEROC Volunteer, participated in the MET Simulation Cell Training at the Weymouth Plant. Jeff will be assisting WEROC’s exercise by simulating non-participating agencies on a WEROC radio and through telephone calls. Representatives of the Cities of Anaheim, Fullerton and Santa Ana and the Operational Area Emergency Management Bureau will also be at the Simulation Cell to facilitate communications and “simulated disaster impacts.” Lastly, I want to provide a kudos to the MET Communications staff who temporarily installed/programmed a WEROC radio at the Weymouth plant for this exercise and purpose.</p> <p>MET hosted a Communications Exercise on October 20<sup>th</sup> to test all the communication tools that will be used for the November 5<sup>th</sup> exercise including the WEROC radio, MARS radio, email systems and telephone systems. Lisa Parson participated in this exercise from the South EOC and all WEROC communications were operational.</p> <p>Kelly is providing the redesigned NIMS/ SEMS/ ICS training that is hosted several times a year at Mesa Water District on October 28<sup>th</sup>. One session was provided last month and two more</p>

Description	Comments
<p><i>Coordination with the County of Orange</i></p>	<p>sessions will be provided in the coming months.</p> <p>Kelly &amp; Lisa attended the Orange County Emergency Management Organization (OCEMO) monthly meeting at the City of Laguna Niguel's Community Room. The primary speaker provided a presentation on the California Safety Assessment Program (SAP) and considerations for emergency managers to coordinate this process. SAP is a program to train individuals in the process of conducting housing and building safety assessments following earthquakes and other major disasters. SAP individuals are registered in a state-wide database to be volunteers to assist with this process since it can take 100s of volunteers multiple weeks to assess all the infrastructure that has been impacted. A month after the Napa Earthquake the state was still requesting SAP volunteers to continue this process in Napa. WEROC hosted this training quite a few years ago and is looking into hosting it again, as SAP volunteers need to refresh their training every 5 years.</p> <p>Kelly attended the Operational Area WebEOC meeting at the County EOC. This is the first WebEOC meeting in quite a while and significant changes were announced to be coming for WebEOC. Just as a reminder WebEOC is an online emergency response information tool that allows all the government agencies in OC (and the Met EOC) to share disaster response information and create a common understanding of the disaster. The proposed changes to WebEOC are supposed to provide greater flexibility for the agencies using the system to create an interface that is specific to their agency. For example, this means that water utilities could remove the "shelter forms" from their interface since traditionally water utilities do not open public shelters. Additionally, the system will be utilizing a new resource deployment module. This module has been field tested in other states and has a lot of potential to enhance how WEROC coordinates mutual aid resources. The transition to the upgraded system will take time and will require WEROC staff to attend county-wide meetings to provide input into the process and protocols.</p>
<p><b>Coordination with Outside Agencies</b></p>	<p><i>Ongoing: Kelly was asked to join the California Office of Emergency Services Southern Region Drought Conference Calls as the Region 1 Mutual Aid Coordinator for the California Water and</i></p>

Description	Comments
	<p><i>Wastewater Agency Response Network (CalWARN)</i>. This is now a bi- weekly conference call to provide an update to the Southern Region and the State Operations Center (SOC) on drought impacts, activities and needs. The conference calls are serving as a way to share methods for assisting this group within the southern region.</p> <p>Lisa attended the FirstNet Town Hall meeting at the Santa Ana Police Department to determine the relevance of the program to water utilities. The FirstNet program was described as a proprietary public safety high speed broadband network built by the federal government for first responders. The program is in its infancy and many of its concepts have yet to be developed. It is possible that this network would be available to water utilities as a subscription (costs are not yet determined) and that there may be tiers of priority users within the system. The State is hosting a series of town halls and workshops to get first responder input. Estimated completion is 2023.</p> <p>Kelly attended the quarterly Mutual Aid Regional Advisory Committee (MARAC) meeting on October 23<sup>rd</sup> at the Temecula Community Center. Topics this quarter included:</p> <ul style="list-style-type: none"> <li>- Time Warner Cable's new Office of Emergency Management Representation Program</li> <li>- An update on the California Office of Emergency Services (Cal OES) After Action Report process (After Action Reports are required by law following a declared disaster response.)</li> <li>- An update on Great Shakeout (October 16), Tsunami Preparedness Week (March 23-27, 2015) and the state Early Warning system</li> <li>- Cal OES review of Drought Activities and the new Drought/Dry Well Reporting form</li> <li>- California Disaster Assistance Act (CDAA)/Executive Order B-26-14 guidelines for submitting costs related to providing drinking water due to drought</li> <li>- Ebola Virus update</li> </ul> <p>Kelly would be happy to provide further information on any of the above topics. It was a very full agenda with a lot of good information to be incorporated into local planning and response efforts.</p>

Description	Comments
<p><b>WEROC Emergency Operations Center (EOC) Readiness</b></p>	<p><i>UPDATE:</i> Eight staff trainings to prepare for the November 5<sup>th</sup> Test Exercise have been provided to date: WEROC As a Liaison, WebEOC Training, WEROC EOC Situational Status &amp; Reporting and WEROC EOC Facility Training. Each training has been offered twice to accommodate staff schedules. These trainings are to better prepare the WEROC EOC staff, as well as member agency staff to respond to the WEROC EOC regardless if the WEROC Program Manager is available.</p> <p>Lisa oversaw the maintenance of the WEROC South EOC in advance of the Nov. 5<sup>th</sup> exercise including cleaning, materials updating, tech repairs and upgrades. This is part of the WEROC staffs ongoing efforts to keep the EOCs in working order, but also to make sure that all updates that have been developed in the planning and training process have been incorporated into the physical facility.</p> <p>Lisa updated the WEROC Anthrax Point of Distribution Plan documents and updated them at each facility.</p> <p>Kelly attempted to participate in the Operational Area Radio Test. There appeared to be problems on the County side of the system, as many agencies were not heard. The County Communications Group is working on why this occurred. The system seems to be operational now. See previous note regarding the MARS radio test during the MET Communications Exercise. And the next WEROC Radio test will be during the EOC exercise on November 5<sup>th</sup>.</p> <p>Lisa launched the In Case of Crisis phone app to MWDOC staff, WEROC EOC staff, and the WEROC Member Agencies. Each group can see different plans within the phone app as follows:</p> <ul style="list-style-type: none"> <li>- MWDOC Staff <ul style="list-style-type: none"> <li>o MWDOC Continuity Plan</li> </ul> </li> <li>- WEROC EOC Staff <ul style="list-style-type: none"> <li>o MWDOC Continuity Plan</li> <li>o WEROC EOC Activation</li> <li>o WEROC Incident Specific Plan</li> </ul> </li> <li>- WEROC Member Agencies</li> </ul>



Description	Comments
	<ul style="list-style-type: none"> <li>○ Member Agency Plan</li> <li>○ WEROC Incident Specific Plan</li> </ul> <p>The plans noted above are based on the WEROC EOC Plan, the MWDOC Continuity of Operations Plan, the MWDOC Illness and Injury Prevention Plan, and new materials that were developed for this app specifically. Lisa and Kelly are looking for feedback and corrections before they continue to develop each plan. The In Case of Crisis app will also be used during the WEROC exercise and developed further based on feedback from the exercise.</p>

## Status of Water Use Efficiency Projects

October 2014

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Smart Timer Rebate Program</b>	MWDSC	Ongoing	September 2015	For September 2014, 86 smart timers were installed in the residential sector and 16 in the commercial sector.  For program water savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
<b>Rotating Nozzles Rebate Program</b>	MWDSC	Ongoing	June 2015	For September 2014, 1,591 residential and 3,462 commercial rotating nozzles were installed in Orange County.  For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
<b>Water Smart Landscape Program</b>	MWDOC	On-going	November 2014	In September 2014, a total of 12,333 meters received monthly irrigation performance reports comparing actual water use to a landscape irrigation budget customized to each meter.  For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
<b>SoCal Water\$mart Residential Indoor Rebate Program</b>	MWDSC	On-going	June 2015	In September 2014, 455 high efficiency clothes washers and 667 high efficiency toilets were installed through this program.  For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
<b>SoCal Water\$mart Commercial Indoor Rebate Program</b>	MWDSC	On-going	On-going	In September 2014, no indoor commercial devices were installed through this program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
SoCal Water\$mart Commercial Rebate Program (cont.)				For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
Industrial Process Water Use Reduction Program	MWDOC	84%	December 2014	<p>Survey scheduling is ongoing. A total of 41 Focused Surveys and 19 Comprehensive Surveys have been completed or are in progress. To date, 12 companies have signed Incentive Agreements. Updated discharger lists have been obtained, and outreach is continuing to sites with feasible water savings potential.</p> <p>Fabrica Fine Carpets has signed an Implementation Agreement for a water reuse project. The project is expected to complete in February 2015. Additionally, UCI Medical Center in Orange is in the process of signing an Implementation Agreement for water reduction devices. A focused survey was performed at Ricoh on September 25, 2014.</p> <p>This month's meeting was held on October 2, 2014 and was hosted by the Santa Margarita Water District. The next meeting will be on November 6, 2014 in the City of Garden Grove.</p> <p>This month's meeting was held on October 23, 2014. The next meeting will be November 20, 2014 at Metropolitan.</p>
MWDOC Conservation Meeting	MWDOC	On-going	Monthly	
Metropolitan Conservation Meeting	MWDSC	On-going	Monthly	
Water Smart Hotel Program	MWDOC	75%	June 2015	<p>MWDOC was awarded a Bureau of Reclamation grant, to be matched with Metropolitan funds, to conduct up to 30 commercial and landscape audits of hotels. Enhanced financial incentives will be provided to augment the current SoCal Water\$mart rebates.</p> <p>No surveys were scheduled in October. Two hotels made rebate reservations – the Marriott Newport Beach for a weather-based irrigation controller and the Hilton Garden Inn, Garden Grove, for high efficiency toilets.</p>

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Turf Removal Program</b>	MWDOC	On-going	Ongoing	<p>In September 2014, 77 rebates were paid, representing 142,307 square feet of turf removed in Orange County. To date, the Turf Removal Program has removed approximately 2,029,573 square feet of turf.</p> <p>For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.</p>
<b>California Sprinkler Adjustment Notification System</b>	MWDOC	100%	September 2014	<p>MWDOC was awarded a grant from the Bureau of Reclamation to develop the California Sprinkler Adjustment Notification System (CSANS). This system will e-mail or “push” an irrigation index to assist property owners with making global irrigation scheduling adjustments. Participants will voluntarily register to receive this e-mail and can unsubscribe at any time.</p> <p>Staff is in the process of finalizing the final report for Bureau of Reclamation, which is due by October 30.</p> <p>Broad implementation began throughout Orange County in September 2014 with an e-currents article introducing the program.</p> <p>Staff is now gearing up to develop the Base Irrigation Schedule Calculator to be used in conjunction with CSANS.</p>
<b>Public Spaces Program</b>	MWDOC	15%	December 2015	<p>Through the Integrated Regional Watershed Management (IRWM) process, MWDOC is implementing a Proposition 84 grant to target the installation of comprehensive landscape improvements for publicly owned landscape properties throughout the South Orange County IRWM Plan area.</p>

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Public Spaces Program (cont.)</b>				<p>The program encourages the removal of non-functional turfgrass, the upgrade of antiquated irrigation timers, and the conversion of high-precipitation-rate fixed spray irrigation to low-precipitation-rate rotating nozzles and/or drip irrigation.</p> <p>To date, 10 cities, water districts, or other special districts (i.e., school districts) have applied for funding through this program, and four project proposals have been received.</p>
<b>Home Certification Program</b>	MWDOC	10%	July 2015	<p>This program provides single-family sites with indoor and outdoor audits to identify areas for water savings improvements and opportunities. The program also provides rebates for the installation of residential water efficiency devices, including smart timers and high efficiency rotating nozzles.</p> <p>In September 2014, MWDOC received seventy-six (76) applications for the Home Certification Program. Eleven (11) surveys were conducted, and survey results are pending.</p>
<b>Landscape Irrigation Survey Program</b>	MWDCS	Ongoing	June 2016	<p>Through this program, Metropolitan offers, at no cost, the services of a certified landscape irrigation auditor who will survey and provide written recommendations for qualifying non-residential properties within Metropolitan's service area. Eligible landscapes include commercial and industrial sites, homeowner association common areas, and institutional sites such as schools, parks, and government facilities.</p> <p>To date, 122 sites in the MWDOC service area have contacted Metropolitan to request surveys.</p>
<b>Spray to Drip Conversion Pilot Program</b>	MWDOC	28%	April 2016	<p>This is a pilot program designed to test the efficacy of replacing conventional spray heads in shrub beds with low-volume, low-precipitation drip technology. Through a rebate</p>

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Spray to Drip Conversion Pilot Program (cont.)</b>				<p>program format, residential sites will be encouraged to convert their existing spray nozzles to drip.</p> <p>To date, 58 residential applications and nine commercial applications have been received. Of these, 23 residential sites and one commercial site have been completed.</p>
<b>Commercial, Industrial, and Institutional Performance-Based Water Use Efficiency Program</b>	MWDOC	2%	December 2015	<p>This program will provide enhanced rebate incentives to commercial, industrial, and institutional sites and large-landscape properties (landscapes <math>\geq 1</math> acre). The program is scheduled to launch during the fourth Quarter of 2014.</p>
<b>Landscape Training and Outreach</b>	MWDOC	15%	Ongoing	<p>The Orange County Garden Friendly (OCGF) Pilot Program promotes the use of climate appropriate plants and water efficient irrigation practices, with the overall goals of reducing water runoff and improving outdoor water use efficiency. The OCGF Pilot Program is a collaborative effort of the Orange County Stormwater Program (OCSP) and the University of California Cooperative Extension (UCCE). Each partner plays a role in planning and implementing the Program.</p> <p>After the completion of the Pilot Program, the steering committee met to review the Program's successes and lessons learned. The OCGF program held two events during Fall 2014 (October 12<sup>th</sup> and October 18<sup>th</sup>) and four more events are scheduled for Spring 2015.</p>

# Orange County

## Water Use Efficiency Programs Savings and Implementation Report

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

Program	Program Start Date	Retrofits Installed in	Month Indicated		Current Fiscal Year		Overall Program		
			Interventions	Water Savings	Interventions	Water Savings	Interventions	Annual Water Savings[4]	Cumulative Water Savings[4]
High Efficiency Clothes Washer Program	2001	September-14	455	1.05	1,547	7.21	98,274	2,715	17,563
Smart Timer Program - Irrigation Timers	2004	September-14	102	1.25	753	63.71	11,985	4,172	23,873
Rotating Nozzles Rebate Program	2007	September-14	5,053	1.68	17,496	129.87	389,898	2,066	8,473
SoCal WaterSmart Commercial Plumbing Fixture Rebate Program	2002	September-14	0	0.00	603	3.38	45,962	3,420	30,400
Water Smart Landscape Program [1]	1997	September-14	12,333	880.07	12,333	2,643.22	12,333	10,333	60,469
Industrial Process Water Use Reduction Program	2006	September-14	0	0.00	0	0.00	11.00	252	1,004
Turf Removal Program <sup>[3]</sup>	2010	September-14	142,307	1.66	399,597	56	2,029,573	284	760
High Efficiency Toilet (HET) Program	2005	September-14	667	2.36	1,854	19.72	34,034	1,258	8,605
Home Water Certification Program	2013	September-14	11	0.022	22	0.080	100	2,352	1,835
Synthetic Turf Rebate Program	2007		0	0	0	0	685,438	96	469
Ultra-Low-Flush-Toilet Programs <sup>[2]</sup>	1992		0	0	0	0	363,926	13,452	162,561
Home Water Surveys <sup>[2]</sup>	1995		0	0	0	0	11,867	160	1,708
Showerhead Replacements <sup>[2]</sup>	1991		0	0	0	0	270,604	1,667	19,083
Total Water Savings All Programs									
			888	434,205	2,923	3,954,005	39,876	334,970	

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

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

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

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

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

Agency	FY 01/02	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY13/14	FY14/15	Total	Current FY Water Savings Ac/Ft (Cumulative)	Cumulative Water Savings across all Fiscal Years
Brea	17	107	178	132	143	132	175	156	42	186	144	93	115	34	1,654	0.15	293.28
Buena Park	9	45	88	81	84	85	114	146	59	230	145	105	106	24	1,321	0.12	217.88
East Orange CWD RZ	3	8	20	20	11	18	22	17	3	23	10	10	8	2	175	0.01	32.81
El Toro WD	21	88	108	103	83	91	113	130	32	162	112	134	121	29	1,327	0.12	220.78
Fountain Valley	36	127	209	196	178	205	219	243	72	289	158	115	102	26	2,175	0.14	400.26
Garden Grove	39	173	278	243	243	238	304	332	101	481	236	190	162	31	3,051	0.15	545.20
Golden State WC	37	195	339	374	342	339	401	447	168	583	485	265	283	79	4,337	0.37	760.78
Huntington Beach	114	486	857	738	680	761	750	751	211	963	582	334	295	72	7,594	0.38	1,424.66
Irvine Ranch WD	159	626	1,087	1,093	1,445	1,972	2,052	1,844	1,394	2,621	2,170	1,763	1,664	495	20,385	2.27	3,417.03
La Habra	8	40	86	81	66	96	136	83	22	179	128	82	114	27	1,148	0.12	190.57
La Palma	3	5	13	21	18	33	35	51	25	76	46	34	25	5	390	0.03	64.59
Laguna Beach CWD	17	88	119	84	68	57	77	77	27	96	57	37	37	5	847	0.03	155.92
Mesa Water District	24	117	228	240	212	239	249	246	73	232	176	114	86	20	2,256	0.09	430.93
Moulton Niguel WD	158	630	841	640	570	652	716	742	250	1,127	679	442	421	79	7,947	0.37	1,413.66
Newport Beach	17	144	343	277	243	243	270	259	57	197	142	116	92	25	2,427	0.12	469.80
Orange	58	247	304	358	330	366	365	403	111	349	262	218	163	38	3,572	0.20	671.89
Orange Park Acres	-	-	-	-	-	4	8	-	-	-	-	-	-	-	12	0.00	2.76
San Juan Capistrano	16	95	120	107	102	109	103	127	43	190	110	76	73	27	1,298	0.12	229.01
San Clemente	32	182	235	170	136	204	261	278	63	333	206	140	94	28	2,362	0.14	420.64
Santa Margarita WD	140	510	743	573	592	654	683	740	257	1,105	679	553	662	202	8,093	0.97	1,377.75
Seal Beach	13	28	57	39	46	47	46	57	7	81	51	31	29	8	540	0.03	95.63
Serrano WD	9	16	54	39	39	30	31	23	7	21	20	13	10	7	319	0.03	62.11
South Coast WD	35	138	165	97	103	107	130	148	43	183	112	89	79	19	1,448	0.08	253.80
Trabuco Canyon WD	10	63	76	58	44	69	60	62	28	82	62	30	45	16	705	0.05	124.49
Tustin	21	89	152	138	127	152	146	144	45	174	97	78	59	13	1,435	0.06	269.34
Westminster	37	159	235	196	186	213	171	233	74	329	208	121	82	31	2,275	0.14	412.39
Yorba Linda	36	214	342	355	333	288	350	367	117	394	273	181	167	46	3,463	0.20	644.32
<b>MWDOC Totals</b>	<b>1,069</b>	<b>4,620</b>	<b>7,277</b>	<b>6,453</b>	<b>6,424</b>	<b>7,406</b>	<b>7,987</b>	<b>8,106</b>	<b>3,331</b>	<b>10,686</b>	<b>7,350</b>	<b>5,365</b>	<b>5,094</b>	<b>1,388</b>	<b>82,556</b>	<b>6.48</b>	<b>14,602.30</b>

Anaheim	917	677	904	1,364	701	854	847	781	860	910	477	331	285	72	9,980	0.35	1,911.05
Fullerton	40	196	369	289	263	269	334	330	69	397	270	200	186	64	3,276	0.27	568.01
Santa Ana	15	69	188	269	244	236	235	257	87	355	190	163	131	23	2,462	0.11	481.50
<b>Non-MWDOC Totals</b>	<b>972</b>	<b>942</b>	<b>1,461</b>	<b>1,922</b>	<b>1,208</b>	<b>1,359</b>	<b>1,416</b>	<b>1,368</b>	<b>1,016</b>	<b>1,662</b>	<b>937</b>	<b>694</b>	<b>602</b>	<b>159</b>	<b>15,718</b>	<b>0.73</b>	<b>2,960.56</b>

<b>Orange County Totals</b>	<b>2,041</b>	<b>5,562</b>	<b>8,738</b>	<b>8,375</b>	<b>7,632</b>	<b>8,765</b>	<b>9,403</b>	<b>9,474</b>	<b>4,347</b>	<b>12,348</b>	<b>8,287</b>	<b>6,059</b>	<b>5,696</b>	<b>1,547</b>	<b>98,274</b>	<b>7.21</b>	<b>17,562.86</b>
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# SMART TIMERS INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 08/09		FY 09/10		FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm.	
Brea	3	9	0	0	2	0	8	0	9	8	4	0	20	5	57	71	344.10
Buena Park	3	1	0	0	0	0	4	19	3	0	0	0	1	10	11	30	64.77
East Orange CWD RZ	0	0	0	0	1	0	5	0	2	0	0	0	0	0	11	0	2.86
El Toro WD	0	25	2	18	5	5	26	2	7	2	11	0	0	5	65	326	1,747.29
Fountain Valley	1	0	0	6	2	2	8	2	3	2	4	0	2	0	40	17	87.69
Garden Grove	2	1	6	0	5	4	7	0	5	2	9	0	5	13	55	26	82.45
Golden State WC	1	2	9	22	7	4	13	3	9	49	9	25	20	3	115	130	413.34
Huntington Beach	13	1	6	27	6	36	15	4	18	33	20	35	7	0	130	160	547.38
Irvine Ranch WD	29	56	14	145	28	153	267	71	414	135	71	59	18	80	1,137	1,429	6,594.84
La Habra	0	0	0	21	0	0	3	0	4	7	2	0	0	4	17	33	112.26
La Palma	0	0	0	0	0	0	1	0	1	0	2	0	0	0	4	0	0.51
Laguna Beach CWD	2	0	2	14	4	1	109	2	76	2	71	0	2	0	300	19	123.13
Mesa Water District	6	7	13	7	7	22	21	0	10	2	15	2	7	13	123	86	401.76
Moulton Niguel WD	21	23	17	162	36	60	179	31	51	74	40	45	12	53	481	530	1,898.39
Newport Beach	10	27	7	58	6	0	275	12	242	26	168	75	7	0	976	345	1,648.80
Orange	5	2	2	13	5	8	25	0	20	24	13	9	5	20	152	131	556.59
San Juan Capistrano	10	0	7	49	13	1	103	2	14	18	6	11	1	10	175	100	359.23
San Clemente	81	20	13	209	46	11	212	17	26	7	28	2	10	12	970	346	1,756.14
Santa Margarita WD	25	44	10	152	61	53	262	7	53	171	64	93	12	198	598	892	2,766.23
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Seal Beach	0	0	0	1	0	0	0	3	1	0	1	36	0	11	2	51	68.21
Serrano WD	0	0	11	0	4	0	3	0	1	0	0	0	0	0	19	0	4.66
South Coast WD	11	6	3	10	13	3	78	10	13	16	8	4	3	18	161	146	639.64
Trabuco Canyon WD	1	0	2	0	2	10	12	0	6	0	2	0	1	0	69	103	620.67
Tustin	7	9	10	14	10	0	11	0	8	4	9	1	6	14	65	49	174.16
Westminster	3	0	3	0	1	1	2	0	1	1	2	0	2	16	30	30	106.80
Yorba Linda	8	5	5	21	25	0	22	0	20	0	12	5	16	2	189	85	460.41
<b>MWDOC Totals</b>	<b>242</b>	<b>238</b>	<b>142</b>	<b>949</b>	<b>289</b>	<b>374</b>	<b>1,671</b>	<b>185</b>	<b>1,017</b>	<b>583</b>	<b>571</b>	<b>402</b>	<b>157</b>	<b>487</b>	<b>5,952</b>	<b>5,135</b>	<b>21,582.33</b>

Anaheim	9	59	5	46	12	11	23	60	19	10	9	26	1	51	121	412	1,659.26
Fullerton	2	2	2	39	9	33	22	51	9	29	8	0	26	0	100	154	493.15
Santa Ana	2	4	1	8	8	0	6	5	8	19	7	8	5	26	41	70	138.64
<b>Non-MWDOC Totals</b>	<b>13</b>	<b>65</b>	<b>8</b>	<b>93</b>	<b>29</b>	<b>44</b>	<b>51</b>	<b>116</b>	<b>36</b>	<b>58</b>	<b>24</b>	<b>34</b>	<b>32</b>	<b>77</b>	<b>262</b>	<b>636</b>	<b>2,291.05</b>
<b>Orange County Totals</b>	<b>255</b>	<b>303</b>	<b>150</b>	<b>1,042</b>	<b>318</b>	<b>418</b>	<b>1,722</b>	<b>301</b>	<b>1,053</b>	<b>641</b>	<b>595</b>	<b>436</b>	<b>189</b>	<b>564</b>	<b>6,214</b>	<b>5,771</b>	<b>23,873</b>

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

Agency	FY 09/10				FY 10/11				FY 11/12				FY 12/13				FY 13/14				FY 14/15				Total Program				Cumulative Water Savings across all Fiscal Years
	Small		Large		Small		Large		Small		Large		Small		Large		Small		Large		Small		Large		Small		Large		
	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.	Res	Comm.	Comm.		
Brea	8	100	0	32	0	0	130	0	0	65	120	0	84	0	0	96	0	0	437	220	0	0	0	0	0	0	0	8.03	
Buena Park	0	0	2,535	29	0	0	32	0	0	65	0	0	53	0	0	56	0	0	272	75	2,535	0	0	0	0	0	0	448.58	
East Orange	0	0	0	0	0	0	340	0	0	55	0	0	30	0	0	0	0	0	530	0	0	0	0	0	0	0	7.50		
El Toro	145	2,874	890	174	0	0	357	76	0	23	6,281	0	56	3,288	0	29	8,307	0	872	21,116	890	0	0	0	0	0	0	368.83	
Fountain Valley	21	0	0	83	0	0	108	0	0	35	0	0	0	0	0	69	0	0	450	0	0	0	0	0	0	0	7.16		
Garden Grove	151	45	0	38	0	0	119	0	0	95	0	0	80	0	0	62	0	0	742	151	0	0	0	0	0	0	15.43		
Golden State	280	29	0	303	943	0	294	0	0	257	2,595	0	192	0	0	236	964	0	1,806	4,531	0	0	0	0	0	0	76.67		
Huntington Beach	39	3,420	305	203	625	0	458	0	0	270	0	0	120	0	0	137	0	0	1,642	4,909	2,681	0	0	0	0	0	721.46		
Irvine Ranch	1,034	54,441	1,479	2,411	2,861	0	1,715	4,255	0	25,018	1,014	0	11,010	4,257	0	253	0	0	43,645	79,371	2,004	0	0	0	0	0	2,470.72		
La Habra	0	273	0	0	0	0	33	90	0	0	0	0	15	0	0	72	1,236	900	215.12	0	0	0	0	0	0	0	215.12		
La Palma	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0.24	0	0	0	0	0	0	0	0.24		
Laguna Beach	191	0	0	156	0	0	763	0	0	3,596	0	0	2,948	878	0	35	96.10	0	7,905	925	0	0	0	0	0	0	96.10		
Mesa Water District	195	83	0	118	0	0	297	277	0	270	0	0	361	0	0	98	0	0	1,620	385	343	0	0	0	0	0	112.98		
Moulton Niguel	234	0	959	1,578	0	0	1,225	0	0	512	1,385	0	361	227	0	39	1,719	0	4,672	10,334	2,945	0	0	0	0	0	850.98		
Newport Beach	92	4,781	0	337	1,208	0	640	3,273	0	25,365	50	0	19,349	6,835	0	187	668	0	46,057	17,554	0	0	0	0	0	0	708.90		
Orange	129	0	0	135	30	0	343	0	0	264	0	0	245	120	0	81	668	0	2,316	981	0	0	0	0	0	0	49.80		
San Clemente	729	1,299	0	2,612	851	0	4,266	117	1,343	631	172	0	415	5,074	0	164	0	9,401	7,538	1,343	0	0	0	0	0	0	358.78		
San Juan Capistrano	656	5,709	0	1,452	0	0	949	0	0	684	30	0	370	0	0	52	732	0	4,667	8,131	0	0	0	0	0	0	228.70		
Santa Margarita	1,731	937	611	3,959	3,566	0	4,817	0	0	983	0	0	389	0	0	274	281	0	13,397	4,852	611	0	0	0	0	0	387.64		
Seal Beach	0	291	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115	291	0	0	0	0	0	0	0	8.58		
Serrano	1,498	0	0	364	0	0	58	0	0	190	0	0	105	0	0	0	0	2,333	0	0	0	0	0	0	0	0	42.79		
South Coast	0	0	0	318	1,772	0	688	359	0	435	0	0	70	0	0	0	750	0	1,700	3,014	0	0	0	0	0	0	63.31		
Trabuco Canyon	1,357	791	0	0	0	0	379	0	0	34	0	0	0	0	0	0	0	1,900	791	0	0	0	0	0	0	0	51.53		
Tustin	314	0	0	512	0	0	476	1,013	0	378	0	0	329	0	0	182	0	2,763	1,013	0	0	0	0	0	0	0	54.03		
Westminster	80	0	0	0	0	0	26	0	0	15	0	0	0	0	0	54	0	286	0	0	0	0	0	0	0	0	4.97		
Yorba Linda	371	3,256	0	529	0	0	559	0	0	730	0	0	40	990	0	204	0	3,436	4,359	500	0	0	0	0	0	0	239.50		
MWDOC Totals	9,255	78,329	6,779	15,343	11,856	0	19,072	9,460	1,343	59,970	11,647	0	36,622	21,669	0	2,308	14,427	0	153,046	171,777	14,752	0	0	0	0	0	0	7,598.34	

Anaheim	273	164	105	372	382	0	742	38,554	0	459	813	0	338	0	245	0	0	2,826	39,913	105	0	539.26
Fullerton	48	0	1,484	416	0	0	409	0	0	119	0	0	107	0	206	0	0	1,846	64	1,484	0	290.21
Santa Ana	48	572	0	53	0	0	22	65	0	99	0	0	86	2,533	0	310	0	859	3,226	0	0	45.36
Non-MWDOC Totals	369	736	1,589	841	382	0	1,173	38,619	0	677	813	0	531	2,533	0	761	0	5,531	43,203	1,589	0	874.83

<b>Orange County Totals</b>	<b>9,624</b>	<b>79,065</b>	<b>8,368</b>	<b>16,184</b>	<b>12,238</b>	<b>0</b>	<b>20,245</b>	<b>48,079</b>	<b>1,343</b>	<b>60,647</b>	<b>12,460</b>	<b>0</b>	<b>37,153</b>	<b>24,202</b>	<b>0</b>	<b>3,069</b>	<b>14,427</b>	<b>0</b>	<b>158,577</b>	<b>214,980</b>	<b>16,341</b>	<b>0</b>	<b>158,577</b>	<b>214,980</b>	<b>16,341</b>	<b>0</b>	<b>8,473.18</b>
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# SOCAL WATER\$MART COMMERCIAL PLUMBING FIXTURES REBATE PROGRAM<sup>[1]</sup>

## INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Totals	Cumulative Water Savings across all Fiscal Years
Brea	51	0	22	52	2	27	113	24	4	1	234	0	2	532	300
Buena Park	83	28	55	64	65	153	432	122	379	290	5	23	53	1,762	797
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
El Toro WD	23	73	42	5	2	0	92	143	1	137	0	212	0	753	452
Fountain Valley	94	2	59	35	63	17	35	0	2	314	0	0	0	622	463
Garden Grove	199	51	297	34	136	5	298	130	22	0	4	1	0	1,198	1,171
Golden State WC	197	34	232	80	531	46	414	55	68	135	0	1	0	1,804	1,522
Huntington Beach	191	73	185	82	209	48	104	126	96	156	104	144	5	1,528	1,213
Irvin Ranch WD	1,085	87	325	1,044	429	121	789	2,708	1,002	646	1,090	451	9	10,092	5,150
La Habra	37	52	45	60	16	191	75	53	4	0	0	0	0	543	429
La Palma	0	0	0	5	0	0	140	21	0	0	0	0	0	166	65
Laguna Beach CWD	30	2	18	9	12	20	137	189	0	0	0	27	0	446	250
Mesa Water District	155	22	130	241	141	141	543	219	669	41	6	0	58	2,790	1,621
Moulton Niguel WD	74	65	172	3	0	9	69	151	6	0	0	0	0	580	659
Newport Beach	230	9	77	24	94	98	27	245	425	35	0	0	1	1,269	985
Orange	144	22	553	127	88	18	374	67	1	73	1	271	0	1,823	1,400
San Juan Capistrano	34	21	181	0	6	2	1	1	0	0	0	14	0	260	337
San Clemente	36	5	95	40	173	2	18	43	0	19	0	0	0	431	318
Santa Margarita WD	16	3	56	0	0	6	23	11	0	0	0	0	0	115	165
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	34	44	40	61	45	1	2	124	0	0	0	0	0	354	346
Serrano WD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
South Coast WD	31	8	54	8	4	9	114	56	422	84	148	0	0	938	356
Triabuco Canyon WD	1	0	6	0	0	0	4	0	0	0	0	0	0	11	13
Tustin	114	16	82	14	7	115	145	25	230	0	0	0	75	832	647
Westminster	109	32	153	57	104	40	161	16	63	35	1	28	0	815	814
Yorba Linda	36	12	42	4	118	10	24	8	30	0	1	0	0	285	447
<b>MWDOC Totals</b>	<b>3,004</b>	<b>661</b>	<b>2,921</b>	<b>2,049</b>	<b>2,245</b>	<b>1,079</b>	<b>4,134</b>	<b>4,537</b>	<b>3,424</b>	<b>1,966</b>	<b>1,594</b>	<b>1,172</b>	<b>203</b>	<b>29,949</b>	<b>19,921</b>
Anaheim	400	947	362	1,113	780	766	3,298	582	64	48	165	342	347	10,256	5,452
Fullerton	41	138	270	91	96	133	579	29	4	0	94	0	53	1,556	1,277
Santa Ana	153	589	227	624	373	493	815	728	39	12	16	17	0	4,201	3,750
<b>Non-MWDOC Totals</b>	<b>594</b>	<b>1,674</b>	<b>859</b>	<b>1,828</b>	<b>1,249</b>	<b>1,392</b>	<b>4,692</b>	<b>1,339</b>	<b>107</b>	<b>60</b>	<b>275</b>	<b>359</b>	<b>400</b>	<b>16,013</b>	<b>10,479</b>
<b>Orange County Totals</b>	<b>3,598</b>	<b>2,335</b>	<b>3,780</b>	<b>3,877</b>	<b>3,494</b>	<b>2,471</b>	<b>8,826</b>	<b>5,876</b>	<b>3,531</b>	<b>2,026</b>	<b>1,869</b>	<b>1,531</b>	<b>603</b>	<b>45,962</b>	<b>30,400</b>

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

# Water Smart Landscape Program

Total Number of Meters  
in Program by Agency

Agency	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12/13	FY 13/14	FY 14/15	Overall Water Savings To Date (AF)
Brea	0	0	0	0	0	0	22	22	22	22	43.96
Buena Park	0	0	0	0	17	103	101	101	101	101	369.00
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0.00
El Toro WD	109	227	352	384	371	820	810	812	812	812	4,103.66
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0.00
Garden Grove	0	0	0	0	0	0	0	0	0	0	0.00
Golden State WC	0	0	14	34	32	34	32	32	32	32	170.91
Huntington Beach	0	0	0	0	31	33	31	31	31	31	119.67
Irvine Ranch WD	638	646	708	1,008	6,297	6,347	6,368	6,795	6,797	6,720	32,030.48
Laguna Beach CWD	0	0	0	57	141	143	141	124	124	124	618.04
La Habra	0	0	0	23	22	24	22	22	22	22	116.32
La Palma	0	0	0	0	0	0	0	0	0	0	0.00
Mesa Water District	170	138	165	286	285	288	450	504	511	511	2,467.75
Moulton Niguel WD	57	113	180	473	571	595	643	640	675	675	3,493.82
Newport Beach	27	23	58	142	171	191	226	262	300	300	1,222.88
Orange	0	0	0	0	0	0	0	0	0	0	0.00
San Clemente	165	204	227	233	247	271	269	269	299	323	2,005.05
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0.00
Santa Margarita WD	619	618	945	1,571	1,666	1,746	1,962	1,956	2,274	2,274	12,026.83
Seal Beach	0	0	0	0	0	0	0	0	0	0	0.00
Serrano WD	0	0	0	0	0	0	0	0	0	0	0.00
South Coast WD	0	0	62	117	108	110	118	118	118	118	681.05
Trabuco Canyon WD	0	0	12	49	48	62	60	60	60	60	294.86
Tustin	0	0	0	0	0	0	0	0	0	0	0.00
Westminster	0	0	10	18	18	20	18	18	18	18	99.76
Yorba Linda WD	0	0	0	0	0	0	0	0	0	0	0.00
<b>MWDOC Totals</b>	<b>1,785</b>	<b>1,969</b>	<b>2,733</b>	<b>4,395</b>	<b>10,025</b>	<b>10,787</b>	<b>11,273</b>	<b>11,766</b>	<b>12,196</b>	<b>12,143</b>	<b>59,864.0</b>
Anaheim	0	0	0	0	142	146	144	190	190	190	605.27
Fullerton	0	0	0	0	0	0	0	0	0	0	0.00
Santa Ana	0	0	0	0	0	0	0	0	0	0	0.00
<b>Non-MWDOC Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>146</b>	<b>144</b>	<b>190</b>	<b>190</b>	<b>190</b>	<b>605.27</b>
<b>Orange Co. Totals</b>	<b>1,785</b>	<b>1,969</b>	<b>2,733</b>	<b>4,395</b>	<b>10,167</b>	<b>10,933</b>	<b>11,417</b>	<b>11,956</b>	<b>12,386</b>	<b>12,333</b>	<b>60,469.31</b>

# INDUSTRIAL PROCESS WATER USE REDUCTION PROGRAM

Number of Process Changes by Agency

Agency	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Overall Program Interventions	Annual Water Savings[1]	Cumulative Water Savings across all Fiscal Years[1]
Brea	0	0	0	0	0	0	0	0	0	0	0
Buena Park	0	1	0	0	0	0	0	0	1	54	311
East Orange	0	0	0	0	0	0	0	0	0	0	0
El Toro	0	0	0	0	0	0	0	0	0	0	0
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0
Garden Grove	0	0	0	0	0	0	0	0	0	0	0
Golden State	1	0	0	0	0	0	0	0	1	3	19
Huntington Beach	0	0	0	0	0	2	0	0	2	54	119
Irvine Ranch	0	0	2	1	1	1	1	0	6	98	268
La Habra	0	0	0	0	0	0	0	0	0	0	0
La Palma	0	0	0	0	0	0	0	0	0	0	0
Laguna Beach	0	0	0	0	0	0	0	0	0	0	0
Mesa Water District	0	0	0	0	0	0	0	0	0	0	0
Moulton Niguel	0	0	0	0	0	0	0	0	0	0	0
Newport Beach	0	0	0	0	0	0	0	0	0	0	0
Orange	1	0	0	0	0	0	0	0	1	43	287
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0
San Clemente	0	0	0	0	0	0	0	0	0	0	0
Santa Margarita	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	0	0	0	0	0	0	0	0	0	0	0
Serrano	0	0	0	0	0	0	0	0	0	0	0
South Coast	0	0	0	0	0	0	0	0	0	0	0
Trabuco Canyon	0	0	0	0	0	0	0	0	0	0	0
Tustin	0	0	0	0	0	0	0	0	0	0	0
Westminster	0	0	0	0	0	0	0	0	0	0	0
Yorba Linda	0	0	0	0	0	0	0	0	0	0	0
<b>MWDOC Totals</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>11</b>	<b>252</b>	<b>1004</b>

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

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

**TURF REMOVAL BY AGENCY<sup>[1]</sup>**  
through MWD OC and Local Agency Conservation Programs

Agency	FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	
Brea	0	0	3,397	9,466	7,605	0	5,697	0	2,972	0	19,671	9,466	12.41
Buena Park	0	0	0	0	0	0	0	0	0	0	0	0	-
East Orange	0	0	0	0	0	0	1,964	0	665	0	2,629	0	0.64
El Toro	0	0	4,723	0	4,680	72,718	4,582	0	3,963	2,975	17,948	75,693	37.41
Fountain Valley	0	0	1,300	0	682	7,524	4,252	0	0	0	6,234	7,524	5.36
Garden Grove	0	46,177	14,013	0	4,534	0	8,274	0	0	0	26,821	46,177	44.39
Golden State	0	0	42,593	30,973	31,813	3,200	32,725	8,424	15,928	0	123,059	42,597	69.65
Huntington Beach	801	3,651	27,630	48,838	9,219	12,437	20,642	0	7,400	37,650	65,692	102,576	67.12
Irvine Ranch	5,423	12,794	6,450	1,666	32,884	32,384	36,584	76,400	41,033	3,471	122,374	126,715	82.57
La Habra	0	7,775	0	8,262	0	0	0	0	0	0	0	16,037	10.07
La Palma	0	0	0	0	0	0	0	0	0	0	0	0	-
Laguna Beach	978	0	2,533	0	2,664	1,712	4,586	226	735	0	11,496	1,938	5.39
Mesa Water District	0	0	6,777	0	10,667	0	22,246	0	11,783	0	51,473	0	16.15
Moulton Niguel	956	16,139	4,483	26,927	11,538	84,123	14,739	40,741	21,403	4,560	53,119	172,490	88.90
Newport Beach	0	0	3,454	0	3,548	2,346	894	0	2,492	0	10,388	2,346	5.01
Orange	0	0	12,971	0	15,951	8,723	11,244	0	6,971	21,024	47,137	29,747	24.69
San Clemente	0	0	21,502	0	16,062	13,165	18,471	13,908	10,963	0	66,998	27,073	34.92
San Juan Capistrano	0	0	22,656	103,692	29,544	27,156	12,106	0	6,513	0	70,819	130,848	98.87
Santa Margarita	4,483	5,561	1,964	11,400	10,151	11,600	17,778	48,180	27,343	145,013	61,719	221,754	66.25
Seal Beach	0	0	0	0	3,611	0	0	0	869	0	4,480	0	1.64
Serrano	0	0	0	0	0	0	2,971	0	0	0	2,971	0	0.83
South Coast	0	16,324	6,806	0	9,429	4,395	15,162	116,719	12,316	1,980	43,713	139,418	59.97
Trabuco Canyon	0	0	272	0	1,542	22,440	2,651	0	766	0	5,231	22,440	11.07
Tustin	0	0	0	0	9,980	0	1,410	0	2,480	0	13,870	0	4.93
Westminster	0	0	0	0	0	0	0	0	0	0	0	0	-
Yorba Linda	11,349	0	0	0	0	0	0	0	924	5,405	12,273	5,405	8.83
<b>MWD OC Totals</b>	<b>23,990</b>	<b>108,421</b>	<b>183,524</b>	<b>241,224</b>	<b>216,104</b>	<b>303,923</b>	<b>238,978</b>	<b>304,598</b>	<b>177,519</b>	<b>222,078</b>	<b>840,115</b>	<b>1,180,244</b>	<b>757.09</b>

Orange	0	0	0	0	0	0	0	0	0	0	0	0	-
Anaheim	0	0	0	0	0	0	0	0	0	0	0	0	-
Fullerton	0	0	0	0	0	0	0	9,214	0	0	0	9,214	2.58
Santa Ana	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>Non-MWD OC Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,214</b>	<b>2.58</b>

<b>Orange County Totals</b>	<b>23,990</b>	<b>108,421</b>	<b>183,524</b>	<b>241,224</b>	<b>216,104</b>	<b>303,923</b>	<b>238,978</b>	<b>313,812</b>	<b>177,519</b>	<b>222,078</b>	<b>840,115</b>	<b>1,189,458</b>	<b>759.67</b>
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[1] Installed device numbers are listed as square feet

# HIGH EFFICIENCY TOILETS (HETs) INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Total	Cumulative Water Savings across all Fiscal Years
Brea	0	2	7	43	48	8	0	0	38	21	167	34.05
Buena Park	0	1	2	124	176	7	0	0	96	60	466	95.16
East Orange CWD RZ	0	0	10	12	1	0	0	0	13	3	39	8.47
El Toro WD	0	392	18	75	38	18	0	133	218	69	961	230.63
Fountain Valley	0	69	21	262	54	17	0	0	41	14	478	133.12
Garden Grove	0	14	39	443	181	24	0	0	63	93	857	211.26
Golden State WC	2	16	36	444	716	37	80	2	142	65	1,540	370.94
Huntington Beach	2	13	59	607	159	76	0	0	163	143	1,222	283.49
Irvine Ranch WD	29	1,055	826	5,088	2,114	325	0	1,449	810	388	12,084	3,092.90
Laguna Beach CWD	0	2	17	91	28	11	0	0	45	41	235	48.73
La Habra	0	3	18	296	34	20	0	0	37	24	432	112.57
La Palma	0	1	10	36	26	13	0	0	21	12	119	26.22
Mesa Water District	0	247	19	736	131	7	0	0	174	36	1,350	371.63
Moulton Niguel WD	0	20	104	447	188	46	0	0	400	146	1,351	274.29
Newport Beach	0	5	19	163	54	13	0	0	49	39	342	79.33
Orange	1	20	62	423	79	40	0	1	142	54	822	198.41
San Juan Capistrano	0	10	7	76	39	11	0	0	35	20	198	44.98
San Clemente	0	7	22	202	66	21	0	0	72	38	428	99.42
Santa Margarita WD	0	5	14	304	151	44	0	0	528	237	1,283	200.20
Seal Beach	0	678	8	21	12	1	0	2	17	17	756	274.38
Serrano WD	2	0	1	13	5	0	0	0	2	5	28	6.72
South Coast WD	2	2	29	102	41	12	23	64	102	48	425	77.71
Trabuco Canyon WD	0	0	4	23	23	0	0	0	10	20	80	15.79
Tustin	0	186	28	387	479	17	0	0	64	26	1,187	328.56
Westminster	0	17	25	541	167	23	0	0	35	21	829	227.61
Yorba Linda WD	0	14	89	323	96	18	0	0	40	46	626	165.60
<b>MWDOC Totals</b>	<b>38</b>	<b>2,779</b>	<b>1,494</b>	<b>11,282</b>	<b>5,106</b>	<b>809</b>	<b>103</b>	<b>1,651</b>	<b>3,357</b>	<b>1,686</b>	<b>28,305</b>	<b>7,012.16</b>

Anaheim	0	255	78	2,771	619	114	0	0	156	103	4,096	1,149.73
Fullerton	0	4	28	286	60	23	0	0	61	51	513	123.85
Santa Ana	0	11	25	925	89	23	0	0	33	14	1,120	319.32
<b>Non-MWDOC Totals</b>	<b>0</b>	<b>270</b>	<b>131</b>	<b>3,982</b>	<b>768</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>168</b>	<b>5,729</b>	<b>1,592.90</b>

<b>Orange County Totals</b>	<b>38</b>	<b>3,049</b>	<b>1,625</b>	<b>15,264</b>	<b>5,874</b>	<b>969</b>	<b>103</b>	<b>1,651</b>	<b>3,607</b>	<b>1,854</b>	<b>34,034</b>	<b>8,605.06</b>
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# HOME WATER SURVEYS PERFORMED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 13/14		FY 14/15		Total		Cumulative Water Savings
	Surveys	Cert Homes	Surveys	Cert Homes	Surveys	Cert Homes	
Brea	1	0	0	0	1	0	0.02
Buena Park	0	0	0	0	0	0	0.00
East Orange	19	0	0	0	19	0	0.45
El Toro	0	0	1	0	1	0	0.00
Fountain Valley	3	0	0	0	3	0	0.07
Garden Grove	0	0	3	0	3	0	0.00
Golden State	0	0	0	0	0	0	0.00
Huntington Beach	2	0	1	0	3	0	0.05
Irvine Ranch	1	0	0	0	1	0	0.02
La Habra	0	0	0	0	0	0	0.00
La Palma	0	0	0	0	0	0	0.00
Laguna Beach	4	0	0	0	4	0	0.09
Mesa	0	0	0	0	0	0	0.00
Moulton Niguel	4	0	1	0	5	0	0.09
Newport Beach	2	0	1	0	3	0	0.05
Orange	2	0	3	0	5	0	0.05
San Clemente	15	0	3	0	18	0	0.35
San Juan Capistrano	4	0	6	0	10	0	0.09
Santa Margarita	15	0	1	1	16	1	0.35
Serrano	0	0	0	0	0	0	0.00
South Coast	6	0	2	0	8	0	0.14
Trabuco Canyon	0	0	0	0	0	0	0.00
Tustin	0	0	0	0	0	0	0.00
Westminster	0	0	0	0	0	0	0.00
Yorba Linda	0	0	0	0	0	0	0.00
<b>MWDOC Totals</b>	<b>78</b>	<b>0</b>	<b>22</b>	<b>1</b>	<b>100</b>	<b>1</b>	<b>1.83</b>

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

<b>Orange County Totals</b>	<b>78</b>	<b>0</b>	<b>22</b>	<b>1</b>	<b>100</b>	<b>1</b>	<b>1.835</b>
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# **SYNTHETIC TURF INSTALLED BY AGENCY<sup>[1]</sup>** through MWDOC and Local Agency Conservation Programs

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

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

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

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

Agency	Previous Years	FY 95-96	FY 96-97	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Total	Cumulative Water Savings across all Fiscal Years
Brea	378	189	299	299	122	144	867	585	341	401	26	48	17	4	0	3,720	1,692.64
Buena Park	361	147	331	802	520	469	524	1,229	2,325	1,522	50	40	18	9	0	8,347	3,498.37
East Orange CWD RZ	2	0	33	63	15	17	15	50	41	44	19	18	13	2	0	332	138.23
El Toro WD	1,169	511	678	889	711	171	310	564	472	324	176	205	61	40	0	6,281	3,091.16
Fountain Valley	638	454	635	858	1,289	2,355	1,697	1,406	1,400	802	176	111	58	32	0	11,911	5,383.10
Garden Grove	1,563	1,871	1,956	2,620	2,801	3,556	2,423	3,855	3,148	2,117	176	106	67	39	0	26,298	12,155.41
Golden State WC	3,535	1,396	3,141	1,113	3,024	2,957	1,379	2,143	3,222	1,870	167	116	501	43	0	24,607	11,731.47
Huntington Beach	3,963	1,779	2,600	2,522	2,319	3,492	3,281	2,698	3,752	1,901	367	308	143	121	0	29,246	13,854.70
Irvine Ranch WD	4,016	841	1,674	1,726	1,089	3,256	1,534	1,902	2,263	6,741	593	626	310	129	0	26,700	11,849.23
La Jolla Beach CWD	283	93	118	74	149	306	220	85	271	118	32	26	29	6	0	1,810	845.69
La Habra	594	146	254	775	703	105	582	645	1,697	1,225	12	31	6	7	0	6,782	2,957.73
La Palma	65	180	222	125	44	132	518	173	343	193	31	27	20	17	0	2,090	927.52
Mesa Water District	1,610	851	1,052	2,046	2,114	1,956	1,393	1,505	2,387	988	192	124	56	14	0	16,288	7,654.27
Moulton Niguel WD	744	309	761	698	523	475	716	891	728	684	410	381	187	100	0	7,607	3,371.14
Newport Beach	369	293	390	571	912	1,223	438	463	396	1,883	153	76	36	16	0	7,219	3,166.77
Orange	683	1,252	1,155	1,355	533	2,263	1,778	2,444	2,682	1,899	193	218	88	53	4	16,600	7,347.93
San Juan Capistrano	1,234	284	193	168	323	1,319	347	152	201	151	85	125	42	39	0	4,663	2,324.42
San Clemente	225	113	191	65	158	198	667	483	201	547	91	66	37	34	0	3,076	1,314.64
Santa Margarita WD	577	324	553	843	345	456	1,258	790	664	260	179	143	101	29	0	6,522	3,001.01
Seal Beach	74	66	312	609	47	155	132	81	134	729	29	10	6	12	0	2,396	1,073.80
Serrano WD	81	56	68	41	19	52	95	73	123	98	20	15	14	2	0	757	338.66
South Coast WD	110	176	177	114	182	181	133	358	191	469	88	72	32	22	0	2,305	990.05
Trabuco Canyon WD	10	78	42	42	25	21	40	181	102	30	17	20	12	14	0	634	273.02
Tustin	968	668	557	824	429	1,292	1,508	1,206	1,096	827	69	89	26	12	0	9,571	4,423.88
Westminster	747	493	969	1,066	2,336	2,291	2,304	1,523	2,492	1,118	145	105	70	24	0	15,683	7,064.28
Yorba Linda WD	257	309	417	457	404	1,400	759	1,690	1,155	627	158	136	81	41	0	7,891	3,409.49
<b>MWDOC Totals</b>	<b>24,256</b>	<b>12,879</b>	<b>18,778</b>	<b>20,765</b>	<b>21,136</b>	<b>30,242</b>	<b>24,918</b>	<b>27,175</b>	<b>31,827</b>	<b>27,568</b>	<b>3,654</b>	<b>3,242</b>	<b>2,031</b>	<b>861</b>	<b>4</b>	<b>249,336</b>	<b>113,878.61</b>

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

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