

REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
18700 Ward Street, Board Room, Fountain Valley, California  
August 21, 2019, 8:30 a.m.

---

**AGENDA**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS/PARTICIPATION**

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

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

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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

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

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

**PRESENTATION - RECOGNITION FOR VOICE FOR THE PLANET ORANGE COUNTY STUDENT WINNERS**

**EMPLOYEE SERVICE AWARD**

**NEXT RESOLUTION NO. 2088**

**CONSENT CALENDAR (Items 1 to 11)**

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

**1. MINUTES**

- a. July 3, 2019 Workshop Board Meeting
- b. July 17, 2019 Regular Board Meeting

*Recommendation: Approve as presented.*

**2. COMMITTEE MEETING REPORTS**

- a. Planning & Operations Committee Meeting: July 1, 2019
- b. Administration & Finance Committee Meeting: July 10, 2019
- c. Public Affairs & Legislation Committee Meeting: July 15, 2019
- d. Executive Committee Meeting: July 18, 2019
- e. MWDOC/OCWD Joint Planning Committee Meeting: July 24, 2019

*Recommendation: Receive and file as presented.*

**3. TREASURER'S REPORTS**

- a. MWDOC Revenue/Cash Receipt Register as of July 31, 2019
- b. MWDOC Disbursement Registers (July/August)

*Recommendation: Ratify and approve as presented.*

- c. Summary of Cash and Investment and Portfolio Master Summary Report (Cash and Investment report) as of June 30, 2019
- d. PARS Monthly Statement (OPEB Trust)
- e. Water Use Efficiency Projects Cash Flow

*Recommendation: Receive and file as presented.*

**4. FINANCIAL REPORT**

- a. Unaudited Draft Combined Financial Statements and Budget Comparative for the Period ending June 30, 2019
- b. Quarterly Budget Review (deferred to FY 2018-19 Audited Annual Financials)

*Recommendation: Receive and file as presented.*

**5. APPROVE \$5,000 INCREASE TO ROSENBERG + ASSOCIATES SOLE SOURCE CONTRACT**

*Recommendation: Approve a \$5,000 increase to the sole source contract with Rosenberg + Associates (from \$25,000 to \$30,000) for Construction Management services relating to the Computer Room Air Conditioner Replacement Project.*

**6. TRAVEL TO WASHINGTON, D.C. TO COVER FEDERAL ADVOCACY ISSUES**

*Recommendation: Review and ratify the travel expenses as reported.*

**7. TRAVEL TO SACRAMENTO TO COVER STATE ADVOCACY ISSUES**

*Recommendation: Review and ratify the travel expenses as reported.*

**8. ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) COMMITTEE CONSIDERATION FOR 2020/21**

*Recommendation:* Authorize the requests to serve on various ACWA Committees for the 2020-21 term, and direct staff to submit completed Committee Consideration Forms by the September 30, 2019 deadline.

**9. AUTHORIZE THE GENERAL MANAGER TO ENTER INTO METROPOLITAN AGREEMENTS FOR CYCLIC IN-LIEU DELIVERIES**

*Recommendation:* Authorize the General Manager to enter into agreements for Cyclic In-Lieu treated deliveries into the existing MWDOC Cyclic Account, as adopted by the Metropolitan Board on April 10, 2019. The four agreements are with Metropolitan Water District, as well as the cities of Anaheim, Fullerton, and Santa Ana.

**10. VEHICLE PURCHASE FOR WATER LOSS CONTROL STAFF**

*Recommendation:* Authorize the General Manager to purchase the Chevrolet Silverado 2500, and Dodge Ram ProMaster City Tradesman vehicles for a combined cost of \$75,407.

**11. AUTHORIZATION FOR STAFF TO ATTEND PUBLIC RELATIONS SOCIETY OF AMERICA INTERNATIONAL CONFERENCE OCTOBER 20-22, 2019**

*Recommendation:* Authorize staff attendance at the Public Relations Society of America's (PRSA) International Conference, October 20-22, 2019 in San Diego.

**End Consent Calendar**

**ACTION ITEMS**

**12-1 ADOPTION OF THE ORANGE COUNTY REGIONAL WATER AND WASTEWATER MULTI-HAZARD MITIGATION PLAN FOR 2019**

**RES. NO. \_\_\_\_\_**

*Recommendation:* Adopt by Resolution the 2019 Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan.

**12-2 RECOMMENDATION FOR SPONSORSHIP OF MAVEN'S NOTEBOOK**

*Recommendation:* Authorize a sponsorship of Maven's Notebook at a cost of \$2,500.

**12-3 ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) REGION 10 ELECTION**

*Recommendation: Authorize President Barbre or his designee to cast the District's ballot for Individual Board Candidate Nominations for the ACWA Region 10 Board of Directors.*

**12-4 COST-SHARE AGREEMENT WITH MET ON UTAH STATE METER ACCURACY TESTING OF SERVICE CONNECTION OC-70**

*Recommendation: Authorize the General Manager to enter into a Cost-Share Agreement with MET in accordance with MET's Administrative Code to test the accuracy of service connection OC-70 using the services of Utah State Water Research Laboratory (Utah State). The estimated cost of the Utah State testing is about \$50,000. MWDOC has recommended additional testing of the meters EOCWD recently used in their field testing and this work is estimated at about \$15,000 (MET would not participate in these costs). Per MET's Administrative Code, the cost of the MET testing is paid by MET if the meter accuracy exceeds 2% and would be paid by MWDOC if the accuracy is within 2%. MWDOC would be responsible for the cost of testing the meters used by EOCWD for field testing. All in, MWDOC's potential costs would range between \$15,000 on the low end up to \$65,000 on the high end. The costs are estimated at this time and need to be backed up by proposals from Utah State and work with the company EOCWD used in their testing to get access to the field meters.*

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

**13. GENERAL MANAGER'S REPORT, AUGUST 2019 (ORAL AND WRITTEN)**

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

**14. MWDOC GENERAL INFORMATION ITEMS**

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

*Recommendation: Receive and file as presented.*

**CLOSED SESSION ITEM****15. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case



## **ADJOURNMENT**

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

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

July 3, 2019

At 8:30 a.m., President Barbre called to order the Regular Meeting of the Municipal Water District of Orange County in the Board Room at the District facilities located in Fountain Valley. MWDOC MET Director Linda Ackerman Atkinson led the Pledge of Allegiance and Secretary Goldsby called the roll.

**MWDOC DIRECTORS**

Brett R. Barbre  
Larry Dick (absent)  
Joan Finnegan (absent)  
Vacant  
Sat Tamaribuchi  
Jeffery M. Thomas  
Megan Yoo Schneider

**STAFF**

Robert Hunter, General Manager (absent)  
Karl Seckel, Assistant General Manager  
Alisha Winterswyk, Legal Counsel  
Maribeth Goldsby, Board Secretary  
Harvey De La Torre, Associate General Manager  
Melissa Baum-Haley, Sr. Water Resources Analyst  
Kevin Hostert, Water Resources Analyst  
Chris Lingad, Water Resources Analyst  
Sarah Wilson, Public Affairs Specialist

\*Also MWDOC MET Directors

**OTHER MWDOC MET DIRECTORS**

Larry McKenney  
Linda Ackerman

**OTHERS PRESENT**

Adan Ortega  
Jose Vergara  
Mark Monin  
Mike Dunbar  
Paul Weghorst  
Doug Reinhart  
Peer Swan  
Jim Atkinson  
Don Froelich  
Kelly Rowe  
John Kennedy  
Chuck Gibson  
Dan Ferons  
Greg Mills  
Bill Green  
Brooke Jones  
Adrian Hightower  
Ed Means  
Kristy Khachigian  
Laer Pearce

MET Director, Fullerton  
El Toro Water District  
El Toro Water District  
Emerald Bay Service District  
Irvine Ranch Water District  
Irvine Ranch Water District  
Irvine Ranch Water District  
Mesa Water  
Moulton Niguel Water District  
Orange County Water District  
Orange County Water District  
Santa Margarita Water District  
Santa Margarita Water District  
Serrano Water District  
South Coast Water District  
Yorba Linda Water District  
Metropolitan Water District of So. California  
Means Consulting  
Kristy Khachigian Consulting  
Laer Pearce & Associates

**PUBLIC PARTICIPATION/PUBLIC COMMENTS**

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

OCWD Director Kelly Rowe commented that it would be prudent for MWDOC to send a letter to the State Water Resources Control Board and the Governor regarding PFAS.

Mr. Laer Pearce updated the Board on SB 307 regarding the Cadiz Project and thanked the Board for their support.

Director Bill Green (South Coast Water District) noted that SCWD has introduced a bill (AB 1752) sponsored by Assemblymembers Petrie-Norris and Bill Brough regarding the Doheny Desalination Project. Mr. Green also noted that the Doheny Project EIR was approved.

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

No items were presented.

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

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

No items were presented.

**PRESENTATION/DISCUSSION/INFORMATION ITEMS****PRESENTATION BY ADRIAN HIGHTOWER REGARDING MET'S OUTREACH, EDUCATION, AND SOLAR CUP PROGRAMS**

Mr. Adrian Hightower (MET) provided an overview regarding MET's Water Education Programs and member agency educational outreach efforts. The presentation included information regarding the types of collaborations MET has with its member agencies, an analysis of MET's Education Program (strengths and challenges), strategic opportunities for improving programs (technology, educational pipeline to jobs, collaborations), overviews of MET's education services, virtual reality tour of the Colorado River Aqueduct, and Solar Cup.

Considerable discussion ensued regarding the strengths/challenges of building an education program from Pre-K through college, the need to put more focus on educating students on outdoor water use, and the need to tie the program to careers within the water industry.

The Board thanked Mr. Hightower and received and filed the report

**INPUT OR QUESTIONS ON MET ISSUES FROM THE MEMBER AGENCIES/MET DIRECTOR REPORTS REGARDING MET COMMITTEE PARTICIPATION**

Director Ackerman highlighted the Colorado River activities, and the fact that MET hired a new Ethics Officer.

Director McKenney highlighted the Regional Recycling Water Project (Carson), and his activities on the Legal & Claims Committee.

Director Barbre highlighted the PFAS issue, as well as MET's current water storage levels.

**WATER SUPPLY CONDITIONS UPDATE**

Associate General Manager Harvey De La Torre, noted that the Table A allocation was increased to 75%. The Board received and filed the report.

**DELTA CONVEYANCE PROJECT ACTIVITIES UPDATE (formerly known as California WaterFix)**

No additional information was discussed; the Board received and filed the staff report.

**MWD ITEMS CRITICAL TO ORANGE COUNTY**

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

The information was received and filed.

**METROPOLITAN (MET) BOARD AND COMMITTEE AGENDA DISCUSSION ITEMS**

- a. Summary regarding June MET Board Meetings
- b. Review items of significance for the upcoming MET Board and Committee Agendas

The information was received and filed.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 10:08 a.m.

---

Maribeth Goldsby  
Board Secretary

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
July 17, 2019**

At 8:30 a.m., President Barbre called to order the Regular Meeting of the Municipal Water District of Orange County in the Board Room at the District facilities located in Fountain Valley. Director Finnegan led the Pledge of Allegiance and Secretary Goldsby called the roll.

**MWDOC DIRECTORS**

Brett R. Barbre  
Larry Dick  
Joan Finnegan  
Vacant  
Sat Tamaribuchi  
Jeffery M. Thomas  
Megan Yoo Schneider

**STAFF**

Robert Hunter, General Manager  
Karl Seckel, Assistant General Manager  
Joe Byrne, Legal Counsel  
Maribeth Goldsby, Board Secretary  
Damon Micalizzi, Dir. of Public Affairs  
Heather Baez, Governmental Affairs Manager  
Melissa Baum-Haley, Sr. Water Resources Analyst  
Charles Busslinger, Principal Engineer  
Kelly Hubbard, Director of Emergency Mgmt.  
Kevin Hostert, Water Resources Analyst  
Tiffany Baca, Public Affairs Manager  
Sarah Wilson, Public Affairs Specialist

**ALSO PRESENT**

Doug Reinhart  
Paul Weghorst  
Jim Atkinson  
Stacy Taylor  
Don Froelich  
John Kennedy  
Mike Markus  
Kelly Rowe  
Chuck Gibson  
Dennis Erdman  
Brooke Jones

Irvine Ranch Water District  
Irvine Ranch Water District  
Mesa Water District  
Mesa Water District  
Moulton Niguel Water District  
Orange County Water District  
Orange County Water District  
Orange County Water District  
Santa Margarita Water District  
South Coast Water District  
Yorba Linda Water District

**PUBLIC PARTICIPATION/PUBLIC COMMENT**

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

No comments were received.

## **ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

No items were received.

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

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

No items were distributed.

## **ANNOUNCEMENTS**

Director of Emergency Management, Kelly Hubbard, introduced WEROC's newest employee, Daniel Harrison, to the Board.

Director of Public Affairs, Damon Micalizzi, advised that the Public Affairs Department received an award for Social Media (Gold Video Strategy).

## **CONSENT CALENDAR**

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

As a result of two "Request to Speak" forms, Director Barbre pulled Item Nos. 7 (Award of Consulting Contract for Member Agencies Compliance with the America's Water Infrastructure Act) and 8 (Mesa Water District's Request for Contribution Towards Technical Consulting and Advisory Assistance for the Buried Utilities Coalition to Respond to Potential New SCAQMD Regulations) from the Consent Calendar for further discussion.

Upon MOTION by Director Thomas, seconded by Director Dick, and carried (7-0), the Board approved the balance of the Consent Calendar items as follows. Directors Barbre, Dick, Finnegan, McVicker, Yoo Schneider, Tamaribuchi, and Thomas and voted in favor.

## **MINUTES**

The following minutes were approved.

June 3, 2019 Special Board Meeting  
June 5, 2019 Workshop Board Meeting  
June 5, 2019 Special Board Meeting  
June 19, 2019 Regular Board Meeting

## **COMMITTEE MEETING REPORTS**

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

Planning & Operations Committee Meeting: June 3, 2019

Administration & Finance Committee Meeting: June 12, 2019  
Public Affairs & Legislation Committee Meeting: June 17, 2019  
Executive Committee Meeting: June 20, 2019

### **TREASURER'S REPORTS**

The following items were ratified and approved as presented.

MWDOC Revenue/Cash Receipt Register as of June 30, 2019  
MWDOC Disbursement Registers (June/July)

The following items were received and filed as presented.

MWDOC Summary of Cash and Investment and Portfolio Master Summary Report (Cash and Investment report) as of May 31, 2019

PARS Monthly Statement (OPEB Trust)

Water Use Efficiency Projects Cash Flow

### **FINANCIAL REPORT**

The following items were received and filed as presented.

Combined Financial Statements and Budget Comparative for the period ending May 31, 2019

### **PRESSURE REGULATING VALVE REPLACEMENT PILOT PROGRAM**

The Board authorized the General Manager to enter into professional services agreements with EcoTech Services, Inc. and Large Plumbing to provide pressure regulating valve testing and replacement services at a cost not to exceed \$249,850.

### **AWARD CONTRACT FOR COMPUTER ROOM AIR CONDITIONER REPLACEMENT PROJECT**

The Board approved entering into the subject agreement for replacement of the MWDOC administration building computer room air conditioner: (1) Make a CEQA finding that the project is categorically exempt under: Class 1-Existing Facilities; and (2) Award ACCO Engineered Systems "MWDOC Computer Room Air Conditioner Replacement Project" contract in the amount of \$75,818.00 (including providing and installing dedicated VAV Zone box with ALC controls for computer room) plus 10% contingency.

**- END CONSENT CALENDAR -**

**ITEMS PULLED FROM THE CONSENT CALENDAR****AWARD OF CONSULTING CONTRACT FOR MEMBER AGENCY COMPLIANCE WITH THE AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)**

Santa Margarita Water District Director Chuck Gibson commended MWDOC and WEROC for their efforts on this proposal.

Ms. Hubbard advised that she has received confirmation that at least 21 member agencies will participate in Phase 1 (more likely 26 agencies) and that the contracts include enough flexibility for agencies to opt out of Phases 2 and 3 (costs would be redistributed to those agencies that do not opt out).

Upon MOTION by Director Yoo Schneider, seconded by Director Thomas, and carried (7-0), the Board authorized the General Manager to: (1) Enter into a consulting contract with Herndon Solutions Group (HSG) in the estimated amount of, and not to exceed \$4.4 million (costs are contingent upon final Participating Agency commitments and include a 10% contingency for Phases 2 & 3): a) Phase 1 - \$412,000; b) Phase 2 - \$2,289,000; and c) Phase 3 - \$1,685,000; (2) Enter into Letter Agreements or Contracts with up to 28 of our participating agencies (including two of the three cities) for cost recovery of the expenditures; (3) Authorize MWDOC's commitment to the AWIA process at an estimated cost of \$131,000 (includes the 10% contingency), with combined funds from engineering, WEROC and finance to be provided; and (4) Hire a part-time temporary position within WEROC to coordinate the consultant's efforts with Participating Agencies. Position will be charged back to participating agencies. Directors Barbre, Dick, Finnegan, McVicker, Yoo Schneider, Tamaribuchi, and Thomas all voted in favor

**MESA WATER DISTRICT'S REQUEST FOR CONTRIBUTION TOWARDS TECHNICAL CONSULTING AND ADVISORY ASSISTANCE FOR THE BURIED UTILITIES COALITION (BUC) TO RESPOND TO POTENTIAL NEW SCAQMD REGULATIONS**

Mesa Water District Director Jim Atkinson thanked the Board for their assistance.

Upon MOTION by Director Thomas, seconded by Director Yoo Schneider, and carried (7-0), the Board authorized a contribution of \$20,000 to Mesa Water towards funding efforts related to the BUC for advocacy pertaining to the South Coast Air Quality Management District's (SCAQMD) Proposed Amended Rule (PAR) 1403 regarding asbestos. Directors Barbre, Dick, Finnegan, McVicker, Yoo Schneider, Tamaribuchi, and Thomas and voted in favor

**DISCUSSION ITEM****POLICY DISCUSSION REGARDING CONDUCTING INVOCATIONS AT BOARD MEETINGS**

President Barbre advised that the Administration & Finance Committee referred this item to the full Board for discussion.



Director Dick commented that he would prefer a “moment of silence” be held at Board meetings (in lieu of an Invocation). The Board held discussion and generally concurred, with Director Yoo Schneider stating she hoped that no commentary would accompany the moment of silence.

Upon MOTION by Director Dick, seconded by Director Finnegan, and carried (7-0), the Board recommended a “moment of silence” be agendized at each Board meeting (third Wednesday). Directors Barbre, Dick, Finnegan, McVicker, Yoo Schneider, Tamaribuchi, and Thomas and voted in favor.

## **ACTION CALENDAR**

### **LEGISLATION BEING DRAFTED BY CONGRESSMAN MIKE LEVIN ON FUNDING SUPPORT FOR BRACKISH AND OCEAN DESALINATION PROJECTS**

Upon MOTION by Director Tamaribuchi, seconded by Director Yoo Schneider, and carried (6-1), the Board adopted a “support in concept” position for Congressman Levin’s legislative language for funding support for brackish and ocean desalination projects while waiting to see the final wording outcome of any legislation that moves forward, particularly on the use of renewable energy. Directors Dick, Finnegan, McVicker, Yoo Schneider, Tamaribuchi, and Thomas and voted in favor; Director Barbre opposed, noting that he does not like the idea of supporting/opposing legislation prior to the bill being written.

## **INFORMATION CALENDAR**

### **GENERAL MANAGER'S REPORT, JULY 2019**

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

The Board received and filed the report as presented.

## **MWDOC GENERAL INFORMATION ITEMS**

### **a. BOARD OF DIRECTORS**

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

Director Yoo Schneider advised that she attended the Planning & Operations, Administration & Finance, and Public Affairs & Legislation Committee meetings, the Workshop Board meeting, the South Coast Water District (SCWD) EIR hearing, a SCWD Board meeting, a meeting with SMWD staff, a meeting with Laurel Firestone (SWRCB), a meeting with Karl Seckel, the Break-through career day event, a meeting with Felicia Marcus, the Women in Water Event, and a meeting with Betty Olson.

Director Dick reported he attended the Public Affairs & Legislation and Executive Committee meetings, as well as the WACO meeting, a MET Inspection Trip planning meeting, the Serrano Water District Board meeting, and a meeting with Steve Franks (Villa Park City Manager).

Director Thomas noted his attendance at MWDOC's regular meetings (Planning & Operations, Administration & Finance, Public Affairs & Legislation, and Executive Committee meetings, as well as the Workshop and Regular Board meetings), as well as the ISDOC meeting, the OC Water Summit planning meeting, the South Orange County Economic Coalition meeting, and the Santa Margarita Water District Board meeting.

Director McVicker advised that he attended all of MWDOC's regularly scheduled meetings (Planning & Operations, Administration & Finance, Public Affairs & Legislation, and Executive Committee meetings, as well as the Workshop and Regular Board meetings), as well as the ISDOC meeting, the ACC-OC summer reception held at the Duck Club in Irvine, and the WACO meeting.

Director Tamaribuchi reported on attending the regularly scheduled MWDOC meetings except the Executive Committee, (Planning & Operations, Administration & Finance, and Public Affairs & Legislation Committee meetings, as well as the Workshop and Regular Board meetings), the WACO meeting, and the OCBC Infrastructure Committee meeting.

Director Finnegan stated that she attended the Administration & Finance and Public Affairs & Legislation Committee meetings, as well as the Board meeting.

Director Barbre advised that he submitted a written report to Secretary Goldsby. He noted that the written report included the following meetings in his capacity as MET Director: a meeting with Paul Jones (EMWD and MET issues), the MWDOC/MET Director caucus (late), the MET Committee day (late), the AWWA Cal-Nevada staff tour of Diemer, the MWDOC MET Director caucus (early), the MET Board and Committee days, and a MET Inspection Trip planning meeting. In his capacity as MWDOC Director he attended the following meetings: the Planning & Operations, Administration & Finance, Public Affairs & Legislation, and Executive Committee meetings, the Workshop Board meeting, the OC Water Summit planning meeting, a meeting with Doug Davert, and the ISDOC luncheon.

#### **b. REQUESTS FOR FUTURE AGENDA TOPICS**

President Barbre stated that he would like to attend an upcoming California Council for Environmental and Economic Balance (CCEEB) meeting; it was noted that staff would follow up with Director Barbre.

**CLOSED SESSION ITEM**

At 9:07 a.m., Legal Counsel Byrne announced that the Board would adjourn to closed session, for a conference with Legal Counsel on the following matter:

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: General Manager

Government Code Section 54957(b)(1)

**RECONVENE**

The Board reconvened at 10:16 a.m., and President Barbre announced that no reportable action was taken in closed session.

**ADJOURNMENT**

There being no further business to come before the Board, President Barbre adjourned the meeting at 10:17 a.m. in memory of Bill Dannemeyer.

Respectfully submitted,

---

Maribeth Goldsby, Secretary

MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
Jointly with the  
**PLANNING & OPERATIONS**  
July 1, 2019 – 8:31 a.m. to 9:15 a.m.  
Conference Room 101

**P&O Committee:**

Director Megan Yoo Schneider  
Director Sat Tamaribuchi  
Director Larry Dick (absent)

**Staff:**

Karl Seckel, Joe Berg, Harvey De La Torre,  
Charles Busslinger, Melissa Baum Haley,  
Heather Baez, Charles Busslinger,  
Sarah Wilson, Melissa Baum-Haley,  
Chris Lingad, Kevin Hostert, Heather Baez.  
Katie Davanaugh

**Also Present:**

Director Brett Barbre  
Director Jeff Thomas  
Director Bob McVicker  
Jose Vergara, ETWD  
Peer Swan, IRWD  
Paul Weghorst

---

Director Yoo Schneider called the meeting to order at 8:30 a.m. Director McVicker sat on the Committee in the absence of Director Dick.

**PUBLIC COMMENTS**

No comments were received.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

No items were presented.

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

Mr. Seckel noted that an informational item from Orange County Water District on the Polyfluoroalkyl Substances (PFAS) Update was provided.

**ACTION ITEMS**

**PRESSURE REGULATING VALVE (PRV) REPLACEMENT PILOT PROGRAM**

Director of Water Use Efficiency, Joe Berg, provided an update on the PRV program. He noted that the program anticipates to replace 390 valves and will be funded through a combination of funding sources, including Metropolitan Member Agency Administered Program funds and Proposition 1 IRWM grant funds. It was also noted that the valves have a useful life of approximately 10 years.

Upon MOTION by Director Tamaribuchi, seconded by Director McVicker, and carried (3-0), the Committee recommended the Board authorize the General Manager to enter into professional services agreements with EcoTech Services. Directors Yoo Schneider, McVicker, and Tamaribuchi voted in favor. This item will be presented to the Board on July 17, 2019 for approval.

## **INFORMATION ITEMS**

### **STATUS REPORTS**

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

The Committee reviewed the status reports for Engineering, WEROC and Water Use Efficiency and the informational reports were received and filed.

### **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**

The Committee held discussion on Polyfluoroalkyl Substances (PFAS) and the associated problems, and then reviewed the draft comment letter provided from Orange County Water District to Discussion was held on the impacts to groundwater which could have long-term implications, including potential shutdown of drinking water wells.

Polyfluoroalkyl Substances (PFAS) are chemicals that have been in use for decades and are found in many consumer products such as cookware, food packaging and are used in firefighting foams. Concerns are that PFAS may be released into the water, including sources of drinking water, and the unintended consequences are not entirely known.

More information and testing is needed on this topic and staff will keep the Board apprised of developments.

## **ADJOURNMENT**

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

MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
Jointly with the  
**ADMINISTRATION & FINANCE COMMITTEE**  
July 10, 2019 – 8:30 a.m. to 10:20 a.m.  
Conference Room 101

**A&F Committee:**

Director Jeff Thomas  
Director Joan Finnegan  
Director Bob McVicker

**Staff:**

Rob Hunter, Karl Seckel, Joe Berg,  
Katie Davanaugh, Harvey DeLaTorre,  
Charles Busslinger, Hilary Chumpitazi,  
Cathy Harris, Maribeth Goldsby,  
Damon Micalizzi, Kevin Hostert

**Also Present:**

Director Megan  
Director Sat Tamaribuchi  
Director Brett Barbre  
MWDOC MET Director Linda Ackerman  
Mark Monin, El Toro Water District  
Jose Vergara, El Toro Water District  
Jim Atkinson, Mesa Water  
Marwan Khalifa, Mesa Water  
Paul Weghorst, Irvine Ranch Water District  
Chuck Gibson, Santa Margarita Water District  
Alisha Winterswyk, legal counsel, BBK

---

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

**PUBLIC COMMENTS**

No comments were received.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

No items were presented.

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

No items were distributed.

**ACTION ITEMS**

**PROPOSED BOARD CONSENT CALENDAR ITEMS**

**TREASURER'S REPORT**

- a. Revenue/Cash Receipt Report – June 2019
- b. Disbursement Approval Report for the month of July 2019

- c. Disbursement Ratification Report for the month of June 2019
- d. GM Approved Disbursement Report for the month of June 2019
- e. Water Use Efficiency Projects Cash Flow – June 30, 2019
- f. Consolidated Summary of Cash and Investment – May 2019
- g. OPEB and Pension Trust Fund monthly statement

Following review of the disbursement reports, and upon MOTION by Director Finnegan, seconded by Director McVicker and carried (3-0), the Committee recommended the Treasurer's Report for approval at the July 17, 2019 Board meeting. Directors Thomas, Finnegan and McVicker voted in favor.

The Committee requested that Keith Stribling from Highmark provide a presentation on the District's investment selection and returns. Staff will schedule the presentation for August.

**FINANCIAL REPORT - Combined Financial Statements and Budget Comparative for the Period ending May 31, 2019**

Following review of the Financial Report, upon MOTION by Director Finnegan, seconded by Director McVicker and carried (3-0), the Committee recommended the Financial Report for approval at the July 19, 2019 Board meeting. Directors Finnegan, Thomas, and McVicker voted in favor.

**DISCUSSION ITEMS**

**CONTRACT AWARD – OPEB ACTUARY SERVICES**

The Committee reviewed the staff report outlining the bid process for contract award for actuary services and requested that staff, going forward, provide more detail in the staff report listing all bids and associated fees for transparency purposes.

**POLICY DISCUSSION REGARDING CONDUCTING INVOCATIONS AT BOARD MEETINGS**

The Committee held considerable discussion on whether invocations should be held at Board meetings and the Committee was divided on when it may or may not be appropriate. A consensus was not reached and it was determined that the item should be referred to the July Board meeting for additional discussion and input from Director Dick, as he was not present.

Alisha Winterswyk, legal counsel, noted that invocations should be an agenda item and briefly reviewed the guidelines for invocations listed in the staff report.

**ACTION ITEMS**

**APPROVE PERSONNEL MANUAL CHANGES**

Mr. Hunter noted that the proposed updates to the Personnel Manual had been prepared for policy clarification, input from legal counsel and/or changes in statute. Items that were highlighted for discussion included the following:

Possessing or bringing firearms or weapons onto District property: Director Barbre requested that the language be revised to indicate that firearms may not be brought into the District building.

The Use of District Vehicles policy has been added due to the pending purchase of vehicles for the Water Loss Control program and General Manager Hunter noted that staff will not be permitted to use the District vehicles for any personal use whatsoever.

Director Thomas inquired whether Directors are considered employees and subject to the terms of the Personnel Manual and Cathy Harris indicated that Directors are considered employees and subject to most of the terms of the Personnel Manual, where it applies to benefits and certain policies, except where superseded by the District's Administrative Code or the law.

Ms. Harris provided an overview of the newly added Civility in the Workplace policy and discussion ensued on the differences between the civility policy and harassment policies and whether the civility policy added liability to the District and/or whether there was overlap or redundancy between the two policies. Directors Barbre and Thomas were in opposition to adding the civility policy.

Grievance Procedure: Director Barbre inquired whether a grievance must be filed within 10 days. Ms. Harris responded that the intent of the policy is so that any grievance be addressed and resolved as quickly as possible and brought to the attention of the appropriate party(ies) in a timely manner. Director Barbre expressed concern that a grievance may be dismissed if not filed in a timely manner and suggested that the Executive Committee confer with the full Board if a grievance escalates to that level.

Director Barbre inquired whether the language in the Oath of Allegiance had been changed with Ms. Harris responding that the oath form had been updated approximately 2 years ago, following review by legal counsel and that the form was updated at that time. Ms. Harris noted that changes to personnel forms generally do not go to the Board for approval prior to implementation.

Staff was directed to consider the comments received and provide an update at August Administration & Finance Committee for additional discussion and consideration.

#### **AWARD CONTRACT FOR COMPUTER ROOM AIR CONDITIONING INSTALLATION**

Upon MOTION by Director Finnegan, seconded by Director McVicker and carried (3-0), the Committee recommended the Contract Award for Computer Room Air Conditioning installation for approval at the July 19, 2019 Board meeting. Directors Finnegan, Thomas, and McVicker voted in favor.

#### **AWARD OF CONSULTING CONTRACT FOR MEMBER AGENCY COMPLIANCE WITH THE AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)**

Upon MOTION by Director Finnegan, seconded by Director McVicker and carried (3-0), the Committee recommended the Award of Consulting Contract for member Agency



Compliance with the America's Water Infrastructure Act (AWIA) for approval at the July 19, 2019 Board meeting. Directors Finnegan, Thomas, and McVicker voted in favor.

It was noted that the contract for services was not accounted for during the budget process due to timing of the process, reviewing shared services information with member agencies, and initiating participation agreements with member agencies. A complete summary, project coordination information, and phase 1 and 2 work approach information was included in the staff report. MWDOC will continue working with member agencies to get the final commitment from member agencies. It was noted that an additional part-time, temporary staff member will be added to assist in these efforts.

**MESA WATER DISTRICT'S REQUEST FOR CONTRIBUTION TOWARDS  
TECHNICAL CONSULTING AND ADVISORY ASSISTANCE FOR THE BURIED  
UTILITIES COALITION (BUC) TO RESPOND TO POTENTIAL NEW SCAQMD  
REGULATIONS**

Upon MOTION by Director McVicker, seconded by Director Finnegan and carried (3-0), the Committee recommended the Mesa Water District's Request for Contribution Towards Technical Consulting and Advisory Assistance for the Buried Utilities Coalition (BUC) for approval at the July 19, 2019 Board meeting. Directors Finnegan, Thomas, and McVicker voted in favor.

**INFORMATION ITEMS**

**GENERAL MANAGER AUTHORIZED AGREEMENTS**

**DEPARTMENT ACTIVITIES REPORTS**

- a. Administration
- b. Finance and Information Technology

**MONTHLY WATER USAGE DATA, TIER 2 PROJECTION, AND WATER SUPPLY  
INFORMATION**

The informational reports were received and filed without comment.

**OTHER ITEMS**

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

No information was presented.

**ADJOURNMENT**

There being no further business to be brought before the Committee, the meeting adjourned at 10:20 a.m.

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

Jointly with the

**PUBLIC AFFAIRS AND LEGISLATION COMMITTEE**

July 15, 2019 – 8:30 a.m. to 9:50 a.m.

MWDOC Conference Room 101

---

**Committee:**

Director Dick, Chairman  
Director Thomas  
Director McVicker

**Staff:** R. Hunter, K. Seckel, H. Baez,  
D. Micalizzi, M. Goldsby, C. Busslinger,  
B. Roberto, M. Baum-Haley, T. Baca,  
S. Wilson, T. Dubuque

**Also Present:**

Brett Barbre, MWDOC Director  
Sat Tamaribuchi, MWDOC Director  
Joan Finnegan, MWDOC Director  
Megan Yoo Schneider, MWDOC Director  
Larry McKenney, MWDOC MET Director  
Syrus Devers, BB&K  
John Lewis, Lewis Consulting  
Jim Barker, (via teleconference)  
Stacy Taylor, Mesa Water  
Jim Atkinson, Mesa Water  
Jim Leach, Santa Margarita Water District  
Frank Prewoznik, Irvine Ranch WD  
Alicia Dunkin, Orange County Water District  
Sherri Seitz, El Toro Water District  
Kay Havens, El Toro Water District  
Joey Soto, Soto Resources  
Tim Kerns, Hashtag PinPoint  
Tony Solorzano, Discovery Cube

---

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

**PUBLIC PARTICIPATION**

No public comments received.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

No items were presented.

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

No items were distributed.

**DISCUSSION ITEMS**

To accommodate schedules, the agenda was reorganized as follows:

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

Mr. Jim Barker discussed his report highlighting that the House passed the Energy and Water Appropriations bill and the Interior and Environmental Protection Agency bill with an approximate 4% increase in funding.

Discussion ensued around Perfluoroalkyl substances (PFAS) in the water supply. Mr. Barker shared that the House has approved a series of amendments to the National Defense Authorization Act, and Congresswoman Dingell's amendment, requiring the EPA to designate all PFAS chemicals as hazardous for the purposes of the Superfund, was accepted. A concern is that MWDOC may incur some liability under the Superfund law. He went on to say that the Senate language supports more political studies related to the language.

Director Tamaribuchi stated that the water agencies and the sanitation agencies should pull together their resources so they would have their own science to go along with the Federal and State science. General Manager Hunter responded that the National Wastewater and Water Organizations are working intently on the toxicological side and process side of this issue.

Director Barbre requested PFAS and the 2020 MET shutdown schedule be included on the agenda for the next joint meeting with OCWD.

In closing, Director Dick requested information, prior to the MWDOC Joint Planning Committee Meeting, which would include any overlapping efforts between the sanitation districts, water districts, and the Federal and State agencies.

**ACTION ITEM****LEGISLATION BEING DRAFTED BY CONGRESSMAN MIKE LEVIN ON FUNDING SUPPORT FOR BRACKISH AND OCEAN DESALINATION PROJECTS.**

Assistant Manager Karl Seckel explained the reason for the "support in concept" position is there is no official bill language. He stated that the bill would provide additional funding for groundwater and ocean desalination projects. Director Yoo Schneider commented that a bulk of the language is existing legislation and Congressman Levin is suggesting some amendments to the language, which would help increase the likelihood of grant funding coming to fruition. She stated that because of the amendments and the fact that South Coast Water District has requested MWDOC's support, she would support the "support in concept" position. Director Barbre expressed hesitation with respect to taking a position on a bill that has not been drafted.

Upon MOTION by Director Thomas, seconded by Director McVicker, and carried (3-0), the Committee recommended the Board adopt a "support in concept" position for Congressman Levin's legislative language for funding support for brackish and ocean desalination projects

while waiting to see the final wording outcome of any legislation that moves forward, particularly on the use of renewable energy. Directors Dick, McVicker and Thomas voted in favor. This item will be presented to the Board on July 17, 2019.

### **PRESENTATION ITEM**

#### **PRESENTATION BY JOEY SOTO OF SOTO RESOURCES, REGARDING MWDOC'S GRANT TRACKING, REPORTING AND ACQUISITION PROGRAM.**

Ms. Joey Soto of Soto Resources provided a 2019 Member Agency Grant Assistance Program update via a PowerPoint Presentation.

##### **b. State Legislative Report (BBK)**

Mr. Syrus Devers provided an update on SB 1 (Atkins). He shared this bill has been branded by leadership as a bill that is going to go through. The portion of the bill that was of most interest to the water districts; the Endangered Species Act, was not amended.

##### **c. County Legislative Report (Lewis)**

Mr. John Lewis stated LAFCO did not meet this month and the County Board of Supervisors' primary focus is on the airport. He touched on the current earthquake activity and Lake Tahoe's return to its 6,229-foot legal elevation limit.

##### **d. Legal and Regulatory Report (Ackerman)**

Mr. Dick Ackerman was not in attendance. This report was received and filed.

##### **e. MWDOC Legislative Matrix**

The Legislative Matrix was received and filed.

##### **f. Metropolitan Legislative Matrix**

The Legislative Matrix was received and filed.

### **INFORMATION ITEM**

#### **CALIFORNIA ENVIRONMENTAL LITERACY INITIATIVE**

The Committee received and filed the report.

#### **2019 OC WATER SUMMIT SURVEY RESULTS**

The Committee received and filed the report.

#### **EDUCATION PROGRAMS UPDATE**

The Committee received and filed the report.

**PUBLIC AFFAIRS ACTIVITIES REPORT**

The Committee received and filed the report.

**OTHER ITEMS**

No items presented.

**ADJOURNMENT**

There being no further business brought before the Committee, Director Dick adjourned the meeting at 9:50 a.m.

MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
jointly with the  
**EXECUTIVE COMMITTEE**  
July 18, 2019, 8:30 a.m. to 9:26 a.m.  
Conference Room 102

**Committee:**

Director Barbre, President  
Director Finnegan, Vice President (absent)  
Director Dick

**Staff:**

R. Hunter, M. Goldsby

**Also Present:**

Director Thomas  
Director McVicker  
Director Tamaribuchi  
Director Yoo Schneider  
Saundra Jacobs, SMWD

---

At 8:30 a.m., President Barbre called the meeting to order. In the absence of Director Finnegan, Director Thomas served on the Committee.

**PUBLIC PARTICIPATION**

Director Saundra Jacobs (Santa Margarita Water District) highlighted her candidacy for the LAFCO Special District seat and she encouraged our Board to support her in that role. She advised that she understood Director Barbre had already cast the District's ballot in favor of Jim Fisler, but noted that his vote could be changed any time prior to 3:00 p.m. on July 19<sup>th</sup>.

Director Yoo Schneider commented that it was her understanding that although the Board authorized President Barbre to cast the District's ballot (which was required per LAFCO rules -- prior to slate of candidates being released) she believed that the Board would hold discussion on the candidates prior to the vote. Director McVicker expressed similar concerns.

Following discussion regarding the Board's policy on casting votes (the majority of time, the Board has authorized the President or his/her designee to cast votes), the Committee requested this policy issue be placed on the Administration & Finance Committee for discussion.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

At the beginning of the meeting, Staff distributed the draft agendas for the upcoming month.

**EXECUTIVE COMMITTEE PROPOSALS FOR FUTURE AGENDAS**

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

a. MWDOC/OCWD Joint Planning Committee Meeting

No new items were added to the agenda.

b. Planning & Operations Committee Meeting

No new items were added to the agenda.

c. Workshop Board Meeting

No new items were added to the agenda, however the Committee discussed who would present information on MET's Regional Recycling Water Program. The Committee also requested that the update on the Delta Conveyance Project include the perspective/posture of the State.

d. Administration & Finance Committee meeting

The following discussion items were added to the agenda: (1) policy discussion on the President's voting to outside entities (per discussion above); (2) attendance at CCEEB meetings; (3) policy discussion on completing Business Expense Reports; and (4) Director Barbre's recommended additions to the Administrative Code (Memberships, and Self-Certification of No Conflict of Interest).

e. Public Affairs & Legislation Committee

No new items were added.

f. Executive Committee

No new items were added to the agenda.

**DISCUSSION REGARDING UPCOMING ACTIVITIES OF SIGNIFICANCE**

Discussion was held regarding potential speakers for the upcoming Water Policy Dinner. The Board requested that Ed Royce, Jr. be honored at the dinner.

**MEMBER AGENCY RELATIONS**

Director Jacobs provided an overview/status update on SMWD activities (SOCWA, Trampas, desalination (including the SCWD approved EIR and a non-binding MOU with Poseidon), impact of MET shutdowns, and the PFAS issue.

It was noted that staff would arrange a tour for Board members of SMWD's Trampas facilities.

**GENERAL MANAGER'S REPORTS**

General Manager Hunter stated no new updates.

**REVIEW AND DISCUSS DISTRICT AND BOARD ACTIVITIES**

No new information was presented.

**ADJOURNMENT**

There being no further business to be brought before the Committee, the meeting adjourned at 9:26 a.m.



**MEETING REPORT**

**JOINT PLANNING COMMITTEE WITH BOARD OF DIRECTORS  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY and  
ORANGE COUNTY WATER DISTRICT**

July 24, 2019 - 8:30 a.m. – 9:54 a.m.

MWDOC Conference Room 101

**MWDOC DIRECTORS**

Brett R. Barbre  
Larry Dick  
Bob McVicker  
Joan C. Finnegan  
Satoru Tamaribuchi  
Jeffery M. Thomas  
Megan Yoo Schneider

**OCWD DIRECTORS**

Cathy Green  
Tri Ta  
Roger Yoh (absent)  
Dina Nguyen (absent)  
Denis Bilodeau  
Kelly Rowe  
Vicente Sarmiento  
Jordan Brandman (absent)  
Ahmad Zahra (absent)  
Steve Sheldon

**MWDOC STAFF**

Rob Hunter  
Karl Seckel  
Maribeth Goldsby  
Melissa Baum-Haley  
Damon Micalizzi  
Chris Lingad  
Kevin Hostert  
Charles Busslinger

**OCWD STAFF**

Mike Markus  
John Kennedy  
Jason Dadakis

**ALSO PRESENT**

Linda Ackerman  
Paul Wehorst  
Paul Shoenberger  
Don Froelich  
Jim Leach  
Brooke Jones  
Glenn Brooks

MWDOC MET Director  
Irvine Ranch Water District  
Mesa Water  
Moulton Niguel Water District  
Santa Margarita Water District  
Yorba Linda Water District

OCWD President Sarmiento chaired the meeting.

**PUBLIC COMMENTS**

Mr. Glenn Brooks commented on the Poseidon Project, noting that any commitments to purchase water through the Poseidon Project should be considered premature.

**PFAS ISSUE**

- a. Status Report**
- b. Impact on OCWD Operations**

OCWD's Executive Director of Water Quality & Technical Resources, Jason Dadakis provided an update/overview of PFAS and its impact on OCWD operations. His presentation included background information, exposure pathways, regulatory issues (including the State Water Resources Control Board monitoring orders issued in March 2019), an overview of California's notification and response levels, and OCWD's producers with one or more recent monitoring orders. Dr. Dadakis also provided information relative to OCWD's monitoring efforts and response levels, as well as potential financial impacts to OCWD.

Considerable discussion took place regarding the fact that PFAS is found in many things, groundwater pumping impacts, the fact that OCWD will not purchase untreated water in the near future due to budget impacts, and OCWD's coordination efforts with its agencies.

**IMPORTED WATER SUPPLY UPDATE**

MWDOC General Manager Rob Hunter advised that the MET General Manager is authorizing the delivery of Cyclic In-Lieu water as a result of this wet year.

**OCWD MNWD STORAGE DISCUSSIONS**

No new information was presented.

**STATUS OF OCWD GROUNDWATER BASIN**

No new information was presented.

**PERIMETER FENCING ALONG ELLIS AND WARD STREETS**

It was noted that the City of Fountain Valley has indicated that all that is needed is a permit; the design will be completed in-house.

**VIDEO MONITORING SYSTEM FOR OCWD SITE  
SARCCUP UPDATE  
POSEIDEON UPDATE**

Discussion on the above three items was deferred.

**NEXT COMMITTEE MEETING**

The next meeting is scheduled for October 23, 2019.

**ADJOURNMENT**

There being no further business to come before the Committee, the meeting adjourned at 9:54 a.m., in memory of former OCWD Director Irv Pickler.

**Municipal Water District of Orange County  
REVENUE / CASH RECEIPT REPORT  
July 2019**

**WATER REVENUES**

<b>Date</b>	<b>From</b>	<b>Description</b>	<b>Amount</b>
07/01/19	City of Seal Beach	May 2019 Water deliveries	6,320.65
07/01/19	South Coast Water District	May 2019 Water deliveries	447,909.20
07/01/19	City of Newport Beach	May 2019 Water deliveries	90,146.95
07/01/19	City of Buena Park	May 2019 Water deliveries	536,419.44
07/03/19	City of La Palma	May 2019 Water deliveries	4,010.86
07/08/19	Santa Margarita Water District	May 2019 Water deliveries	1,406,390.20
07/11/19	El Toro Water District	May 2019 Water deliveries	488,034.39
07/11/19	Laguna Beach County Water District	May 2019 Water deliveries	62,389.03
07/11/19	City of Orange	May 2019 Water deliveries	420,727.82
07/11/19	Mesa Water	May 2019 Water deliveries	141,969.07
07/12/19	East Orange County Water District	May 2019 Water deliveries	496,586.14
07/15/19	Orange County Water District	May 2019 Water deliveries	306,646.23
07/15/19	City of San Juan Capistrano	May 2019 Water deliveries	388,359.98
07/15/19	Golden State Water Company	May 2019 Water deliveries	228,289.79
07/15/19	Yorba Linda Water District	May 2019 Water deliveries	106,714.47
07/15/19	Irvine Ranch Water District	May 2019 Water deliveries	556,363.11
07/15/19	Moulton Niguel Water District	May 2019 Water deliveries	2,023,562.23
07/16/19	City of Westminster	May 2019 Water deliveries	222,404.01
07/26/19	City of Huntington Beach	June 2019 Water deliveries	870,600.35
07/26/19	City of Westminster	June 2019 Water deliveries	152,579.01
07/29/19	City of Garden Grove	June 2019 Water deliveries	601,639.33
07/30/19	City of Newport Beach	June 2019 Water deliveries	175,091.95
07/31/19	South Coast Water District	June 2019 Water deliveries	448,832.81

TOTAL REVENUES **\$ 10,181,987.02**

**Municipal Water District of Orange County**  
**REVENUE / CASH RECEIPT REPORT**  
**July 2019**

**MISCELLANEOUS REVENUES**

<b>Date</b>	<b>From</b>	<b>Description</b>	<b>Amount</b>
07/17/19	ACWA JPIA	2019 Wellness Grant	1,088.00
07/15/19	Yorba Linda Water District	6/17/19 First Aid/CPR/AED training	225.00
07/01/19	El Toro Water District	6/17/19 First Aid/CPR/AED training	75.00
07/29/19	SDRMA	Reimbursement for First Aid/CPR/AED training	1,000.00
07/01/19	City of Buena Park	April 2019 Turf Removal rebate program	111.00
07/01/19	Judy Pfister	Jul-Sep 2019 Retiree Health insurance	121.44
07/01/19	Stan Sprague	July 2019 Retiree Health insurance	244.77
07/11/19	Pat Meszaros	Jul-Aug 2019 Retiree Health insurance	80.96
07/19/19	Stan Sprague	August 2019 Retiree Health insurance	244.77
07/31/19	Keith Lyon	August 2019 Retiree Health insurance	288.99
07/09/19	US Bank	Partial refund of payroll fraud	8.72
07/31/19	US Bank	Monthly Interest	27.81
07/11/19	Brett Barbre	Reimbursement for unused flight upgrade portion	300.00
07/22/19	Trabuco Canyon Water District	May 2019 Smartimer rebate program	137.90
07/08/19	City of Fountain Valley	May 2019 Turf Removal rebate program	111.00
07/08/19	Moulton Niguel Water District	May 2019 Smartimer and Turf Removal rebate program	22,855.78
07/15/19	El Toro Water District	May 2019 Smartimer and Turf Removal rebate program	1,694.00
07/24/19	Irvine Ranch Water District	May 2019 Smartimer and Rotating nozzle rebate program	1,811.52
07/29/19	Irvine Ranch Water District	May 2019 Turf Removal and Spray to Drip rebate program	4,820.59
07/19/19	City of San Clemente	May 2019 Rain Barrel rebate program	15.00
07/01/19	Moulton Niguel Water District	May 2019 So Cal Watersmart rebate program	8,400.00
07/11/19	Trabuco Canyon Water District	May 2019 So Cal Watersmart rebate program	400.00
07/15/19	El Toro Water District	May 2019 So Cal Watersmart rebate program	920.00
07/19/19	City of San Clemente	May 2019 So Cal Watersmart rebate program	500.00
07/29/19	Moulton Niguel Water District	June 2019 So Cal Watersmart rebate program	4,800.00
07/31/19	South Coast Water District	Water Loss Control technical assistance - WSO Inc	35,172.00
07/15/19	City of Fountain Valley	FY 19-20 Annual Retail Service Connection charge	208,927.60
07/17/19	Golden State Water Company	FY 19-20 Annual Retail Service Connection charge	518,158.80
07/19/19	City of Brea	FY 19-20 Annual Retail Service Connection charge	159,600.40
07/19/19	El Toro Water District	FY 19-20 Annual Retail Service Connection charge	118,730.00
07/22/19	City of Newport Beach	FY 19-20 Annual Retail Service Connection charge	328,252.80
07/22/19	City of San Juan Capistrano	FY 19-20 Annual Retail Service Connection charge	143,542.40
07/22/19	Trabuco Canyon Water District	FY 19-20 Annual Retail Service Connection charge	50,468.00
07/24/19	Irvine Ranch Water District	FY 19-20 Annual Retail Service Connection charge	1,372,556.00
07/24/19	Serrano Water District	FY 19-20 Annual Retail Service Connection charge	28,086.00
07/25/19	City of La Habra	FY 19-20 Annual Retail Service Connection charge	170,115.60
07/25/19	East Orange County Water District	FY 19-20 Annual Retail Service Connection charge	259,197.20
07/25/19	Laguna Beach County Water District	FY 19-20 Annual Retail Service Connection charge	107,805.60
07/25/19	South Coast Water District	FY 19-20 Annual Retail Service Connection charge	150,846.00
07/26/19	Yorba Linda Water District	FY 19-20 Annual Retail Service Connection charge	311,153.20
07/29/19	City of Garden Grove	FY 19-20 Annual Retail Service Connection charge	417,309.60
07/30/19	Santa Margarita Water District	FY 19-20 Annual Retail Service Connection charge	670,542.40
07/22/19	City of Santa Ana	WEROC Funding for FY 19-20	17,402.00

TOTAL MISCELLANEOUS REVENUES **\$ 5,118,147.85**

**TOTAL REVENUES \$ 15,300,134.87**

  
 Robert J. Hunter, General Manager

  
 Hilary Chumitazi, Treasurer

**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
<b>Core Expenditures:</b>		
	<b>ACCO Engineered Systems</b>	
1786210	Services for ventilation analysis of electrical room	1,768.00
	*** Total ***	1,768.00
	<b>Richard C. Ackerman</b>	
1244	July 2019 Consulting on legal and regulatory matters	1,525.00
	*** Total ***	1,525.00
	<b>Aleshire &amp; Wynder LLP</b>	
52124	June 2019 Legal services	7,222.50
52606	July 2019 Legal services	3,590.00
	*** Total ***	10,812.50
	<b>Alta FoodCraft</b>	
51914455	7/23/19 Coffee & tea supplies	205.79
51914594	Water filter cartridge	105.90
	*** Total ***	311.69
	<b>AVRAM Electric</b>	
PRNO1	Progress billing for MWDOC Electrical System Rehabilitation project	91,580.00
	*** Total ***	91,580.00
	<b>Awards &amp; Trophies Co., Inc.</b>	
1498	Name plate for D. Harrison	15.24
	*** Total ***	15.24
	<b>Best Best and Krieger LLP</b>	
55401-JUN19	June 2019 Legal services	13,087.82
854277	June 2019 State legislative advocacy services	7,500.00
	*** Total ***	20,587.82
	<b>Black &amp; Veatch</b>	
1298109	Services to prepare Local Water Quality Integration White Paper	40,000.00
	*** Total ***	40,000.00
	<b>Blue Watchdog Conservation, Inc.</b>	
1536	7/23/19 Instruction services for OC Qualified Water Efficiency Landscape training	544.62
	*** Total ***	544.62
	<b>California Municipal Utilities Association</b>	
19-0439	July 2019-June 2020 Membership dues	4,240.00
	*** Total ***	4,240.00
	<b>California Newspapers Partnership</b>	
0000445223	June 2019 Public notice for air conditioning upgrade project bids	2,316.00
	*** Total ***	2,316.00

**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<b>CDM Smith</b>	
90078236	January-June 2019 Water Resource Planning services	8,572.50
	*** Total ***	8,572.50
	<b>CDW Government</b>	
SWH3735	MS Surface laptop computer with docking station and adapter	2,893.16
	*** Total ***	2,893.16
	<b>CSU Fullerton ASC</b>	
AR169345	FY 19/20 1st Quarter Center for Demographic Research support	12,538.95
AR169392	Map displaying MWDOC Director Division 3	152.46
	*** Total ***	12,691.41
	<b>Davis Farr LLP</b>	
6011	December 2018-June 2019 Financial consulting	277.50
	*** Total ***	277.50
	<b>Dudek</b>	
20194428	6/1/19-6/28/19 Planning level reliability for South County Interconnection	4,667.50
	*** Total ***	4,667.50
	<b>GovConnection, Inc.</b>	
56886979	Support for wireless router	70.13
	*** Total ***	70.13
	<b>Finley &amp; Cook PLLC</b>	
SI0034433	9/5/19-9/4/20 Serenic annual maintenance & enhancement for Navision software	20,812.40
	*** Total ***	20,812.40
	<b>HashtagPinpoint Corporation</b>	
1199	July 2019 Social media consultation and services	7,917.00
	*** Total ***	7,917.00
	<b>IDS Group</b>	
17X114.02-2	Professional services for office space planning	5,650.00
17X114.03-1	Professional services for office space planning	5,900.00
	*** Total ***	11,550.00
	<b>James C. Barker, P.C.</b>	
105-0719	July 2019 Federal legislative advocacy services	8,000.00
	*** Total ***	8,000.00
	<b>Karen's Detail Custom Frames, LLC</b>	
3095	Custom framing for San Clemente Certificate of Recognition	81.94
3096	Custom framing for resolution for A. Mendez from MET	136.56
3099	Custom framing for Voice for the Planet contest winner Certificate of Recognition	81.94
	*** Total ***	300.44

**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<b>Lawnscape Systems, Inc.</b>	
402572	7/10/19 Landscape maintenance for atrium	295.00
	*** Total ***	295.00
	<b>Legacy Media Lab, Inc.</b>	
1412	8/22/19 High Impact Presentational Speaking training	1,500.00
	*** Total ***	1,500.00
	<b>Phil Letrong</b>	
JAN-JUN 2019	January-June 2019 Retiree medical premium	813.00
	*** Total ***	813.00
	<b>Lewis Consulting Group</b>	
2019-140	July 2019 Consulting services	2,375.00
	*** Total ***	2,375.00
	<b>Edward G. Means III</b>	
MWDOC-1075	July 2019 Consulting on MET issues and guidance to Engineering staff	3,025.52
	*** Total ***	3,025.52
	<b>Mesa Water District</b>	
SALES1905	Water Industry Regulatory Review	20,000.00
	*** Total ***	20,000.00
	<b>NDS</b>	
718423	6/28/19 Delivery charges for Board packets	151.67
718571	7/12/19 Delivery charges for Board packets	48.40
	*** Total ***	200.07
	<b>Occupational Health Centers of California</b>	
64658711	6/21/19 Pre-employment exam	85.50
	*** Total ***	85.50
	<b>Office Depot, Inc.</b>	
335968140001	7/2/19 Office supplies	227.36
337968256001	Credit for 1 box of Xerox copy paper	(37.52)
340249115001	7/10/19 Office supplies	73.56
344357840001	7/19/19 Office supplies	147.33
	*** Total ***	410.73
	<b>Office Solutions</b>	
I-01615801	8/2/19 Office supplies	320.98
I-01615809	8/2/19 Cork boards for WEROC office	35.39
I-01616445	8/5/19 Office supplies	337.90
I-01616544	8/5/19 Office supplies	30.44
	*** Total ***	724.71



**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<b><i>OMB Electrical Engineers, Inc.</i></b>	
79002	5/1/19-6/30/19 Electrical Engineering services for MWDOC Electrical System Rehabilitation project	540.00
79003	5/1/19-6/30/19 Electrical Engineering services for MWDOC Electrical System Rehabilitation project	2,470.00
79240	7/1/19-7/12/19 Electrical Engineering reimbursable expense for MWDOC Electrical System Rehabilitation project	152.54
	*** Total ***	3,162.54
	<b><i>Orange County Fast Print, Inc.</i></b>	
58177	Business cards for M. Baum Haley and D. Harrison	112.75
	*** Total ***	112.75
	<b><i>Orange County Water District</i></b>	
20524	June 2019 50% share of WACO expense	246.93
20560	June 2019 Postage, shared office & maintenance expense	8,672.29
	*** Total ***	8,919.22
	<b><i>Patricia Kennedy Inc.</i></b>	
10992	August 2019 Plant maintenance	214.00
	*** Total ***	214.00
	<b><i>Resilient Communications</i></b>	
802368	Software and equipment to upgrade Wi-Fi access points	4,883.80
	*** Total ***	4,883.80
	<b><i>Sonoma County Water Agency</i></b>	
WTR-00001185	2019 Qualified Water Efficient Landscaper program annual fee	500.00
	*** Total ***	500.00
	<b><i>Joey C. Soto</i></b>	
MWDOC#014	June 2019 Grant research and acquisition assistance	2,998.50
MWDOC#015	July 2019 Grant research and acquisition assistance	2,999.35
	*** Total ***	5,997.85
	<b><i>Stetson Engineers Inc.</i></b>	
1543-29-2018	February-June 2019 Technical services to provide 2018 Consumer Confidence reports	35,361.24
	*** Total ***	35,361.24
	<b><i>Top Hat Productions</i></b>	
95313	7/18/19 Lunch for Managers' meeting	488.65
	*** Total ***	488.65
	<b><i>C2, LLC (Tracker)</i></b>	
08-03878	8/1/19-8/1/20 Tracking software renewal for investments	2,820.00
	*** Total ***	2,820.00

**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<b>USAFact, Inc.</b>	
9073110	Pre-employment background check	112.65
	*** Total ***	112.65
	<b>Vasquez &amp; Company LLP</b>	
2190672-IN	July 2019 Services for FY 18-19 Financial audit	7,500.00
	*** Total ***	7,500.00
	<b>WageWorks, Inc.</b>	
INV1541159	July 2019 Cafeteria plan administration	196.07
	*** Total ***	196.07
	<b>Water Systems Optimization, Inc.</b>	
1586	July 2019 Water Loss Control program	9,816.72
1587	July 2019 Services to develop a Water Loss Control Business Plan	1,720.00
	*** Total ***	11,536.72
	<b>Total Core Expenditures</b>	<hr/> 362,687.93

**Choice Expenditures:**

	<b>Orange County Water District</b>	
20560	June 2019 Postage for Water Use Efficiency rebate programs	22.17
	*** Total ***	22.17
	<b>Top Hat Productions</b>	
95275	7/9/19 Lunch for Water Loss Control workgroup	429.65
	*** Total ***	429.65
	<b>Total Choice Expenditures</b>	<hr/> 451.82

**Other Funds Expenditures:**

	<b>Dude Solutions, Inc.</b>	
INV-50448	August 2019-July 2020 Annual renewal for Safety Center application	7,087.50
	*** Total ***	7,087.50
	<b>McCall's Meter Sales &amp; Service</b>	
31841	June 2019 Meter Accuracy Testing program for Mesa Water District	7,150.00
31898	June 2019 Meter Accuracy Testing program for South Coast Water District	1,890.00
	*** Total ***	9,040.00
	<b>Mega Maids Cleaning Service</b>	
10617	7/30/19 WEROC S. EOC cleaning services	90.00
	*** Total ***	90.00

**Municipal Water District of Orange County  
Disbursement Approval Report  
For the month of August 2019**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<b><i>Mission RCD</i></b>	
2709	June 2019 Field verifications for Water Use Efficiency rebate programs	7,235.00
2725	July 2019 Field verifications for Water Use Efficiency rebate programs	9,992.40
	*** Total ***	17,227.40
	<b><i>Office Solutions</i></b>	
I-01610746	2 Magnetic erase boards with installation for WEROC S. EOC	1,424.63
	*** Total ***	1,424.63
	<b><i>Power Plus!</i></b>	
S99508-922685	Inspection for new MWDOC EOC generator	312.50
	*** Total ***	312.50
	<b><i>Satellite Phone Store</i></b>	
116609	3 Satellite phone docking stations for WEROC	2,813.08
	*** Total ***	2,813.08
	<b><i>Lane M. Matsuno (Westerly Meter Service Co.)</i></b>	
16194	June 2019 Meter Accuracy Testing program for Trabuco Canyon Water District	8,725.00
	*** Total ***	8,725.00
	<b><i>Water Systems Optimization, Inc.</i></b>	
1586	July 2019 Water Loss Control program	17,390.00
	*** Total ***	17,390.00
	<b><i>Total Other Funds Expenditures</i></b>	64,110.11
	<b><i>Total Expenditures</i></b>	427,249.86

**Municipal Water District of Orange County  
Disbursement Ratification Report  
For the month of July 2019**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
<b>Core Disbursements:</b>				
<b>138999</b>	<b>7/9/19</b>	<b>SPECTB</b>	<b>Spectrum Business</b>	
		0375210070119	July 2019 Telephone and internet expense	1,099.18
			***Total ***	1,099.18
<b>139001</b>	<b>7/9/19</b>	<b>VERIZO</b>	<b>Verizon Wireless</b>	
		9832745970	June 2019 4G Mobile broadband unlimited service	114.03
			***Total ***	114.03
<b>139018</b>	<b>7/15/19</b>	<b>SPECTB</b>	<b>Spectrum Business</b>	
		0343564071019	July 2019 Telephone expense for 3 analog fax lines	108.01
			***Total ***	108.01
<b>139021</b>	<b>7/15/19</b>	<b>USBANK</b>	<b>U.S. Bank</b>	
		0403/0640/5443-JUN19	5/23/19-6/24/19 Cal Card charges	7,968.60
			***Total ***	7,968.60
			(See attached sheet for details)	
<b>ACH004075</b>	<b>7/15/19</b>	<b>ACKEEX</b>	<b>Linda Ackerman</b>	
		063019	June 2019 Business expense	97.44
			***Total ***	97.44
<b>ACH004083</b>	<b>7/15/19</b>	<b>BARBRE</b>	<b>Brett Barbre</b>	
		063019	June 2019 Business expense	187.92
			***Total ***	187.92
<b>ACH004086</b>	<b>7/15/19</b>	<b>BUIJEA</b>	<b>Jeannie Bui</b>	
		063019	June 2019 Business expense	27.37
			***Total ***	27.37
<b>ACH004087</b>	<b>7/15/19</b>	<b>BUSSLI</b>	<b>Charles Busslinger</b>	
		053119	May 2019 Business expense	51.99
<b>ACH004088</b>	<b>7/15/19</b>	<b>063019</b>	June 2019 Business expense	166.96
			***Total ***	218.95
<b>ACH004091</b>	<b>7/15/19</b>	<b>DAVISR</b>	<b>Rachel Davis</b>	
		063019	June 2019 Business expense	88.05
			***Total ***	88.05
<b>ACH004092</b>	<b>7/15/19</b>	<b>DICKEX</b>	<b>Larry Dick</b>	
		063019	June 2019 Business expense	151.96
			***Total ***	151.96
<b>ACH004094</b>	<b>7/15/19</b>	<b>FAHLBE</b>	<b>Beth Fahl</b>	
		063019	June 2019 Business expense	12.82
			***Total ***	12.82
<b>ACH004097</b>	<b>7/15/19</b>	<b>HOSTER</b>	<b>Kevin Hostert</b>	
		063019	June 2019 Business expense	75.40
			***Total ***	75.40

**Municipal Water District of Orange County  
Disbursement Ratification Report  
For the month of July 2019**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
<b>ACH004098</b>	<b>7/15/19</b>	<b>HUNTER</b>	<b>Robert J. Hunter</b>	
		062219	June 2019 Business expense	15.00
			***Total ***	15.00
		<b>SCHNEI</b>	<b>Megan Yoo Schneider</b>	
<b>ACH004122</b>	<b>7/15/19</b>	063019	June 2019 Business expense	428.90
<b>ACH004123</b>	<b>7/15/19</b>	053119	May 2019 Business expense	1,443.74
			***Total ***	1,872.64
<b>ACH004124</b>	<b>7/15/19</b>	<b>SECKEL</b>	<b>Karl Seckel</b>	
		063019	June 2019 Business expense	95.76
			***Total ***	95.76
<b>ACH004125</b>	<b>7/15/19</b>	<b>TAMARI</b>	<b>Satoru Tamaribuchi</b>	
		063019	June 2019 Business expense	83.52
			***Total ***	83.52
<b>ACH004126</b>	<b>7/15/19</b>	<b>THOMAS</b>	<b>Jeffery Thomas</b>	
		063019	June 2019 Business expense	168.20
			***Total ***	168.20
<b>ACH004127</b>	<b>7/15/19</b>	<b>WAITER</b>	<b>Rachel Waite</b>	
		063019	June 2019 Business expense	83.51
			***Total ***	83.51
<b>ACH004128</b>	<b>7/15/19</b>	<b>WILSON</b>	<b>Sarah C. Wilson</b>	
		063019	June 2019 Business expense	79.57
			***Total ***	79.57
<b>139025</b>	<b>7/31/19</b>	<b>IRONMO</b>	<b>Iron Mountain</b>	
		BVCG909	July 2019 Archived document storage fees	243.01
			***Total ***	243.01
<b>ACH004129</b>	<b>7/31/19</b>	<b>BACATI</b>	<b>Tiffany Baca</b>	
		063019	June 2019 Business expense	94.78
			***Total ***	94.78
<b>ACH004130</b>	<b>7/31/19</b>	<b>BAEZHE</b>	<b>Heather Baez</b>	
		063019	June 2019 Business expense	93.38
			***Total ***	93.38
		<b>DELATO</b>	<b>Harvey De La Torre</b>	
<b>ACH004132</b>	<b>7/31/19</b>	071619	July 2019 Business expense	35.00
<b>ACH004133</b>	<b>7/31/19</b>	063019	June 2019 Business expense	62.88
			***Total ***	97.88
<b>ACH004135</b>	<b>7/31/19</b>	<b>FINNEG</b>	<b>Joan Finnegan</b>	
		053119	May 2019 Business expense	80.00
			***Total ***	80.00

**Municipal Water District of Orange County**  
**Disbursement Ratification Report**  
**For the month of July 2019**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
ACH004136	7/31/19	HALEY 063019	<b>Melissa Baum Haley</b> June 2019 Business expense ***Total ***	 405.53 405.53
<b>Total Core Disbursements</b>				<hr/> 13,562.51

**Choice Disbursements:**

139021	7/15/19	USBANK 0640-JUN19	<b>U.S. Bank</b> 5/23/19-6/24/19 Cal Card charges ***Total *** (See attached sheet for details)	 215.81 215.81
ACH004131	7/31/19	BERGIO 063019	<b>Joseph Berg</b> June 2019 Business expense ***Total ***	 120.01 120.01
<b>Total Choice Disbursements</b>				<hr/> 335.82

**Other Funds Disbursements:**

139000	7/9/19	TURFRP TR12-R-MNT-38464-37377B	<b>Turf Removal Program</b> D. Tsai (Re-issue) ***Total ***	 1,032.00 1,032.00
139001	7/9/19	VERIZO 9832745970	<b>Verizon Wireless</b> June 2019 4G Mobile broadband unlimited service ***Total ***	 76.02 76.02
139002	7/15/19	ATTUVEOC 1812-JUL19	<b>AT&amp;T</b> July 2019 U-verse internet service for WEROC N.EOC ***Total ***	 50.00 50.00
139005	7/15/19	ATTCALN 000013244508 000013244507	<b>AT&amp;T</b> June 2019 WEROC N. EOC telephone expense June 2019 WEROC N. & S. EOC telephone expense ***Total ***	 106.39 943.17 1,049.56
139021	7/15/19	USBANK 0640-JUN19A	<b>U.S. Bank</b> 5/23/19-6/24/19 Cal Card charges ***Total *** (See attached sheet for details)	 165.00 165.00
139028	7/31/19	SANTI1 MAY2019	<b>Santiago Aqueduct Commission</b> May 2019 SAC Pipeline operation surcharge ***Total ***	 1,412.31 1,412.31
139029	7/31/19	SCHUNK 063019	<b>Janine Schunk</b> June 2019 Business expense ***Total ***	 71.60 71.60

**Municipal Water District of Orange County**  
**Disbursement Ratification Report**  
**For the month of July 2019**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
<b>TURFRP</b>				
			<b>Turf Removal Program</b>	
139030	7/31/19	TR12-R-ETWD-38528-37434	T. Forster	540.00
139031	7/31/19	TR12-R-IRWD-38638-37544	T. Wang	509.00
139032	7/31/19	TR12-R-IRWD-38508-37414	G. Knowles	393.00
139033	7/31/19	TR12-R-IRWD-38578-37484	K. Wilford	362.00
139034	7/31/19	TR12-R-IRWD-38654-37562	N. Furuya-Olsen	827.00
139035	7/31/19	TR12-R-IRWD-38669-37573	G. Walker	1,495.00
139036	7/31/19	TR12-R-MNT-38453-37367	C. Snedeker	2,907.00
139037	7/31/19	TR12-R-MNT-38461-37374	M. Stein	1,494.00
139038	7/31/19	TR12-R-MNT-38503-37410	T. Morris	3,762.00
139039	7/31/19	TR12-R-MNT-38584-37490	M. Randall	819.00
139040	7/31/19	TR12-R-MNT-38610-37514	K. Giordano	1,038.00
139041	7/31/19	TR12-R-MNT-7782-37520	M. Moscato	1,461.00
139042	7/31/19	TR12-R-TUST-37416-36334	E. Elliott	2,476.00
139043	7/31/19	TR12-R-HB-38486-37394	R. Brown	1,069.55
139044	7/31/19	TR12-R-MNT-38457-37370	S. Scuri	2,853.00
139045	7/31/19	TR12-R-TC-38565-37471	M. McDowell	1,296.00
139046	7/31/19	TR12-R-SM-38597-37502	L. Bagdon	1,728.00
			***Total ***	25,029.55
<b>ACH004137 7/31/19 HUBBAR</b>				
			063019	
			<b>Kelly Hubbard</b>	
			June 2019 Business expense	50.34
			***Total ***	50.34
<b>ACH004146 7/31/19 SANTAM</b>				
			MAY2019	
			<b>Santa Margarita Water District</b>	
			May 2019 SCP Pipeline operation surcharge	16,586.87
			***Total ***	16,586.87
<b>WIRE-190731 7/31/19 METWAT</b>				
			9739	
			<b>Metropolitan Water District</b>	
			May 2019 Water deliveries	10,312,718.70
			***Total ***	10,312,718.70
<b>Total Other Funds Disbursements</b>				<u>10,358,241.95</u>
<b>Total Disbursements</b>				<u><u>10,372,140.28</u></u>

  
 Robert J. Hunter, General Manager

  
 Hilary Chumbitazi, Treasurer

**Cal Card Charges**  
**Statement Date: June 24, 2019**  
**Payment Date: July 15, 2019**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
<b><u>Public Affairs Card</u></b>		
5/22/2019	40 Name plates printed for Poster Contest winners	\$ 152.25
5/24/2019	Pizza for Poster Contest class room party winner	43.28
5/31/2019	Potting soil for Boy Scout merit badge clinics	4.35
5/31/2019	Snacks for Boy Scout merit badge clinics	104.70
6/3/2019	2 Banners printed with MWDOC logo for community events	681.52
6/4/2019	2 Pull-up banners for community events	413.76
6/5/2019	2 Portable literature floor stands with case for community events	266.48
6/8/2019	Tablet with projector capabilities for community events	548.74
6/7/2019	Annual subscription for CoSchedule Marketing Suite to manage projects	720.00
6/21/2019	Supplies for community events	169.92
	<b>Total</b>	<b><u>\$ 3,105.00</u></b>



**Cal Card Charges**  
**Statement Date: June 24, 2019**  
**Payment Date: July 15, 2019**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
<b><u>K. Seckel Card</u></b>		
5/22/2019	Snacks for Special Board meeting	\$ 60.00
5/22/2019	American Water Works Association California-Nevada Section Desalination & Recycled Water Update For the West in Fountain Valley, CA on May 9, 2019 - Registration for C. Busslinger	135.00
5/22/2019	California Society of Municipal Finance Officers Chapter meeting in Orange, CA on Jun. 20, 2019 - Registration for H. Chumpitazi	25.00
5/22/2019	Brown and Caldwell Waterjobs employment ad for Water Loss Control Program Supervisor	200.00
5/22/2019	Brown and Caldwell Waterjobs employment ad for Water Loss Control Program Technician for Leak Detection	200.00
5/22/2019	Lunch for OC MET Directors meeting	118.31
5/23/2019	Epson PowerLite wireless mobile projector with case	855.05
5/24/2019	Water District Jobs employment ad for Water Loss Control Program Technician for Leak Detection	145.00
5/24/2019	Water District Jobs employment ad for Water Loss Control Program Supervisor	145.00
5/24/2019	4/24/19-5/23/19 Web hosting service for MWDOC website	15.65
5/27/2019	UPS Delivery charges for materials for DC Briefing Luncheon on Feb. 22, 2019 and Apr. 2, 2019 refunded	(89.02)
5/28/2019	Cake for Board of Directors meeting	41.95
5/29/2019	Breakfast for Qualified Water Efficient Landscaper training class	200.86
5/31/2019	California Special Districts Association Special Districts Legislative Days in Sacramento, CA from May 21-22, 2019 - Registration refunded for H. Baez	(200.00)
5/31/2019	Watersmart Innovations conference in Las Vegas, NV from Oct. 2-3, 2019 - Registration for R. Waite	285.00
5/31/2019	Watersmart Innovations conference in Las Vegas, NV from Oct. 2-3, 2019 - Registration for R. Davis	335.00
5/30/2019	Watersmart Innovations conference in Las Vegas, NV from Oct. 2-3, 2019 - Accommodations deposit for R. Waite	96.05
5/30/2019	Watersmart Innovations conference in Las Vegas, NV from Oct. 2-3, 2019 - Accommodations deposit for R. Davis	96.05
6/1/2019	6/01/19-6/30/19 E-mail service for California Sprinkler Adjustment Notification system	14.95
6/4/2019	Legislative Activities in Sacramento, CA on Jun. 14, 2019 - Airfare for H. Baez	433.96
6/10/2019	UPS Delivery charges for Board packets on Jun. 7, 2019	17.56
6/10/2019	1 Year Domain name renewal for ocwatersurvey.com	18.17
6/10/2019	Annual subscription for Smartdraw diagramming software	349.75
6/13/2019	3 Toner cartridges	63.41
6/14/2019	Food for staff development meeting	32.98
6/17/2019	UPS Delivery charges for Board packets on Jun. 7, 2019	38.86
6/18/2019	CalChamber CA Supervisor online course registration for Director McVicker	43.99
6/18/2019	Dmarc Analyzer annual subscription for e-mail validation system	227.88
6/20/2019	Lunch for American Water Infrastructure Act meeting	165.00

**Cal Card Charges**  
**Statement Date: June 24, 2019**  
**Payment Date: July 15, 2019**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
<b><u>K. Seckel Card</u></b> (Continued)		
6/20/2019	Urban Water Institute Annual Water conference in San Diego, CA from Aug. 14-16, 2019 - Accommodations deposit for M. Baum Haley	\$ 236.67
	<b>Total</b>	<b><u>\$ 4,308.08</u></b>

**Cal Card Charges**  
**Statement Date: June 24, 2019**  
**Payment Date: July 15, 2019**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
<b><u>R. Hunter Card</u></b>		
5/23/2019-6/24/19	Meals for R. Hunter's meetings	\$ 772.05
6/4/2019	ACWA Region 10 program in Mission Viejo, CA on Jul. 30, 2019 - Registration for Director Dick	75.00
6/4/2019	California Council for Environmental and Economic Balance Summer Issues seminar in Squaw Valley, CA from Jul. 24-26, 2019 - Airfare for Director Yoo Schneider	227.98
6/10/2019	Legislative Activities in Washington, DC from Feb. 26-28, 2019 - Airfare change refunded for Director Barbre	(138.70)
<b>Total</b>		<b><u>\$ 936.33</u></b>

**Municipal Water District of Orange County**  
**GM Approved Disbursement Report <sup>(1)</sup>**  
**For the month of July 2019**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
<b>Core Disbursements:</b>				
138998	7/8/19	MISCEL PRA C. MUSTANE	<b>Dylan Wright</b> Reimbursement for paid copies in excess of actual copy count for C. Mustane Public Records Act request ***Total ***	58.25  58.25
139023	7/17/19	DISNEY 052920SUMMIT	<b>Disneyland Resort</b> Deposit for 5/29/20 OC Water Summit to be held at the Grand Californian Hotel ***Total ***	4,500.00  4,500.00
139047	7/31/19	LINGAD 052119	<b>Christopher S. Lingad</b> 1/19/19-5/10/19 Education reimbursement ***Total ***	2,856.28  2,856.28
<b>Total Core Disbursements</b>				<u>7,414.53</u>
<b>Choice Disbursements:</b>				
<b>Total Choice Disbursements</b>				<u>-</u>
<b>Other Funds Disbursements:</b>				
<b>Total Other Funds Disbursements</b>				<u>-</u>
<b>Total Disbursements</b>				<u><u>7,414.53</u></u>

  
 Robert J. Hunter, General Manager

  
 Hilary Chumpitazi, Treasurer

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



**Municipal Water District of Orange County**  
**Consolidated Summary of Cash and Investment**  
 June 30, 2019

Street Address:  
 18700 Ward Street  
 Fountain Valley, California 92708

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

(714) 963-3058  
 Fax: (714) 964-9389  
[www.mwdoc.com](http://www.mwdoc.com)

Brett R. Barbre  
 President

Joan C. Finnegan  
 Vice President

Larry D. Dick  
 Director

Bob McVicker, P.E., D.WRE  
 Director

Megan Yoo Schneider, P.E.  
 Director

Sat Tamaribuchi  
 Director

Jeffery M. Thomas  
 Director

Robert J. Hunter  
 General Manager

**MEMBER AGENCIES**

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

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

Fund	Book Value	% of Portfolio
<b>Designated Reserves</b>		
General Operations	\$3,341,910	24.21%
Grant & Project Cash Flow	1,500,000	10.87%
Election Expense	608,000	4.40%
Building Repair	385,408	2.79%
OPEB	297,147	2.15%
<b>Total Designated Reserves</b>	<b>6,132,465</b>	<b>44.42%</b>
General Fund	4,514,388	32.71%
Water Fund	3,414,818	24.74%
Conservation Fund	(594,150)	(4.30%)
Desalination Feasibility Study Fund	4,732	0.03%
WEROF Fund	301,771	2.19%
Trustee Activities	29,249	0.21%
<b>Total</b>	<b>\$13,803,273</b>	<b>100.00%</b>

The funds are invested as follows:

Term of Investment	% of Portfolio	Book Value	Market Value
Cash	1.86%	\$256,241	\$256,241
Short-term investment			
• LAIF	46.63%	\$6,437,664	\$6,437,664
• OCIP	29.03%	4,007,378	4,007,378
Long-term investment			
• Corporate Bond	8.35%	1,151,990	1,150,397
• Certificates of Deposit	14.13%	1,950,000	1,964,476
<b>Total</b>	<b>100.00%</b>	<b>\$13,803,273</b>	<b>\$13,816,156</b>

The average number of days to maturity/call as of June 30, 2019 equaled 150 and the average yield to maturity is 2.393%. During the month, the District's average daily balance was \$18,261,734.81. Funds were invested in Federal Agency Issues, Certificates of Deposit, Negotiable CD's, Miscellaneous Securities, the Local Agency Investment Funds (LAIF) and the Orange County Investment Pool (OCIP) during the month of June 2019.

The \$12,883 difference between the book value and the market value on June 30, 2019 represents the exchange difference if all investments had been liquidated on that date. Since it is the District's practice to "buy and hold" investments until maturity, the market values are a point of reference, not an indication of actual loss or gain. There are no current plans or cash flow requirements identified in the near future that would require the sale of these securities prior to maturity.

  
 Robert J. Hunter  
 General Manager

  
 Hilary Chumpitazi  
 Treasurer





# MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

## Portfolio Management - Portfolio Summary

June 30, 2019

6/30/2019	Par Value	Market Value	Book Value	% of Portfolio	Days to Mat/Call	YTM @ Cost
Negotiable Certificate Of Deposit	1,950,000.00	1,964,476.00	1,950,000.00	14.40	700	2.504
Corporate Bond	1,150,000.00	1,150,397.00	1,151,990.17	8.49	574	2.290
Local Agency Investment Funds	6,437,664.24	6,437,664.24	6,437,664.24	47.52	1	2.419
Orange County Investment Pool	4,007,377.63	4,007,377.63	4,007,377.63	29.59	1	2.327
<b>Total Investments</b>	<b>13,545,041.87</b>	<b>13,559,914.87</b>	<b>13,547,032.04</b>	<b>100.00</b>	<b>150</b>	<b>2.393</b>

<b>Cash</b>						
Cash	256,240.96	256,240.96	256,240.96		1	0.00
<b>Total Cash and Investments</b>	<b>13,801,282.83</b>	<b>13,816,155.83</b>	<b>13,803,273.00</b>		<b>150</b>	<b>2.393</b>

<b>Total Earnings</b>	<b>Month Ending June</b>	<b>Fiscal Year to Date</b>
<b>Current Year</b>	<b>42,236.43</b>	<b>542,588.72</b>
<b>Average Daily Balance</b>	<b>18,261,734.81</b>	
<b>Effective Rate of Return</b>	<b>2.393%</b>	

We certify that this report reflects the cash and investments of the Municipal Water District of Orange County and is in conformity with the Government Code requirements and the District Investment Policy and Guidelines in effect at the time of investment. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six month's estimated expenditure. The source for the market values are from Union Bank. Per Resolution 2059 there are no compliance exceptions to report.

  
Robert J. Hunter, General Manager

Date

8-7-19

  
Hilary Chumtazi, Treasurer

Date

8/7/2019

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**  
**Portfolio Management**  
**Long-Term Portfolio Details - Investments**  
**June 30, 2019**

Issuer	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
<b>Negotiable Certificate Of Deposit</b>									
Barclays Bank	06740KKY2	9/27/2017	250,000.00	249,342.50	250,000.00	2.250	2.250	1,185	9/27/2022
Capital One Bank	14042E6C9	9/2/2015	250,000.00	249,905.00	250,000.00	1.950	1.950	65	9/3/2019
Comenity Capital	20033AUX2	7/25/2017	200,000.00	199,176.00	200,000.00	2.000	2.000	747	7/16/2021
Discover Bank	254673RV0	7/25/2018	250,000.00	257,130.00	250,000.00	3.300	3.300	1,486	7/25/2023
Goldman Sachs Bank	38148PT98	8/8/2018	250,000.00	257,637.50	250,000.00	3.350	3.350	1,500	8/8/2023
HSBC Bank	40434AK65	1/21/2016	250,000.00	250,127.50	250,000.00	3.250	2.534	21	1/21/2021
Morgan Stanley Bank	61747MJ36	2/1/2018	250,000.00	251,200.00	250,000.00	2.500	2.500	582	2/1/2021
Synchrony Bank	87164XBY1	7/25/2014	250,000.00	249,957.50	250,000.00	2.050	2.050	25	7/25/2019
<b>Sub Total</b>			<b>1,950,000.00</b>	<b>1,964,476.00</b>	<b>1,950,000.00</b>	<b>2.596</b>	<b>2.504</b>	<b>700</b>	
<b>Corporate Bond</b>									
JP Morgan Chase	46625HKA7	11/2/2015	500,000.00	499,845.00	500,263.61	2.250	2.152	176	1/23/2020
National Rural Util Coop	63743FE51	7/27/2017	200,000.00	198,516.00	200,000.00	2.500	2.500	1,111	7/15/2022
Wells Fargo	94974BGR5	1/13/2016	250,000.00	250,700.00	250,473.84	2.550	2.409	526	12/7/2020
Westpac Banking Corp	961214DQ3	7/25/2017	200,000.00	201,336.00	201,252.72	2.500	2.278	1,094	6/28/2022
<b>Sub Total</b>			<b>1,150,000.00</b>	<b>1,150,397.00</b>	<b>1,151,990.17</b>	<b>2.402</b>	<b>2.290</b>	<b>574</b>	
<b>Total Investments</b>			<b>3,100,000.00</b>	<b>3,114,873.00</b>	<b>3,101,990.17</b>	<b>2.524</b>	<b>2.425</b>	<b>654</b>	

<b>Total Earnings</b>	<b>Month Ending June</b>	<b>Fiscal Year To Date</b>
Current Year	6,286.90	74,882.04

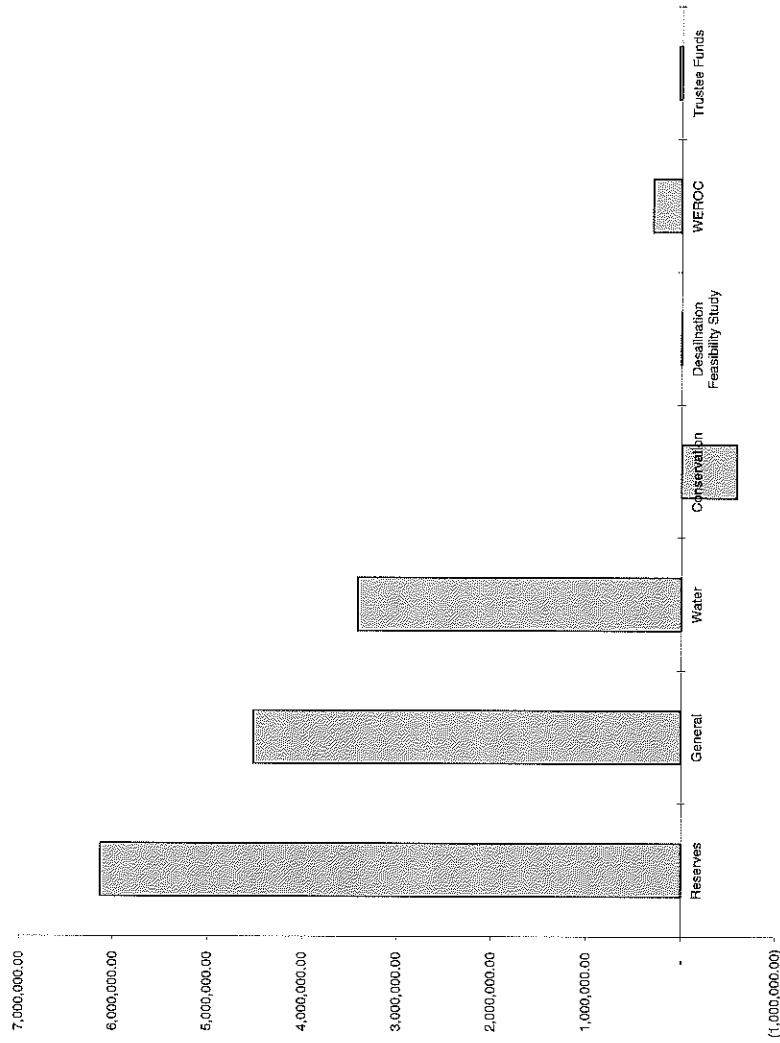
**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**  
**Portfolio Management**  
**Short-Term Portfolio Details - Cash and Investments**  
**June 30, 2019**

Investments	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
<b>Local Agency Investment Funds</b>									
LAIF LGIP	LAIF	6/30/2010	6,437,664.24	6,437,664.24	6,437,664.24	2.419	2.419	1	N/A
<b>Sub Total</b>			<b>6,437,664.24</b>	<b>6,437,664.24</b>	<b>6,437,664.24</b>	<b>2.419</b>	<b>2.419</b>	<b>1</b>	
<b>Orange County Investment Pool</b>									
County of Orange LGIP	OCIP	6/29/2005	4,007,377.63	4,007,377.63	4,007,377.63	2.327	2.327	1	N/A
<b>Sub Total</b>			<b>4,007,377.63</b>	<b>4,007,377.63</b>	<b>4,007,377.63</b>	<b>2.327</b>	<b>2.327</b>	<b>1</b>	
<b>Total Investments</b>			<b>10,445,041.87</b>	<b>10,445,041.87</b>	<b>10,445,041.87</b>	<b>2.384</b>	<b>2.384</b>		
<b>Cash</b>									
Petty Cash Cash	CASH	7/1/2010	500.00	500.00	500.00	0.000	0.000	1	N/A
US Bank Cash	CASHUSBANK	7/25/2018	255,740.96	255,740.96	255,740.96	0.000	0.000	1	N/A
<b>Total Cash</b>			<b>256,240.96</b>	<b>256,240.96</b>	<b>256,240.96</b>	<b>0.000</b>	<b>0.000</b>	<b>1</b>	
<b>Total Cash and Investments</b>			<b>10,701,282.83</b>	<b>10,701,282.83</b>	<b>10,701,282.83</b>	<b>2.384</b>	<b>2.384</b>	<b>1</b>	
<b>Total Earnings</b>									
Current Year			35,949.53		Fiscal Year To Date				
					467,706.68				



**Municipal Water District of Orange County  
Cash and Investments at June 30, 2019**

ALLOCATION	AMOUNT	%
<b>MWDOC</b>		
Designated Reserves		
General	\$ 3,341,910	24.21%
Grant & Project Cash Flow	1,500,000	10.87%
Election Expense	608,000	4.40%
Building Repair	385,408	2.79%
OPEB	297,147	2.15%
Total Designated Reserves	6,132,465	44.42%
General	4,514,388	32.71%
Water	3,414,818	24.74%
Conservation	(594,150)	-4.30%
Desalination Feasibility Study	4,732	0.03%
WEROC	301,771	2.19%
<b>TOTAL MWDOC</b>	<b>\$ 13,774,024</b>	<b>99.79%</b>
<b>TRUSTEE ACTIVITIES</b>		
AMP Sales Admin	\$ 29,249	0.21%
<b>TOTAL TRUSTEE ACTIVITIES</b>	<b>\$ 29,249</b>	<b>0.21%</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 13,803,273</b>	<b>100.00%</b>



**MUNICIPAL WATER DIST OF ORANGE COUNTY**  
**PARS Post-Employment Benefits Trust****Account Report for the Period**  
**6/1/2019 to 6/30/2019**Rob Hunter  
General Manager  
Municipal Water Dist of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708**Account Summary**

Source	Beginning Balance as of 6/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2019
OPEB	\$2,131,503.70	\$0.00	\$81,177.22	\$444.06	\$0.00	\$0.00	\$2,212,236.86
PENSION	\$209,480.07	\$0.00	\$7,977.94	\$43.64	\$0.00	\$0.00	\$217,414.37
<b>Totals</b>	<b>\$2,340,983.77</b>	<b>\$0.00</b>	<b>\$89,155.16</b>	<b>\$487.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,429,651.23</b>

**Investment Selection****Source**

OPEB	<b>Moderate HighMark PLUS</b>
PENSION	<b>Moderate HighMark PLUS</b>

**Investment Objective****Source**

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

**Investment Return**

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.81%	3.17%	6.76%	7.99%	5.43%	-	10/26/2011
PENSION	3.81%	3.17%	5.26%	-	-	-	7/31/2018

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

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

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

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



**MUNICIPAL WATER DIST OF ORANGE COUNTY**  
**PARS Post-Employment Benefits Trust**

**Account Report for the Period**  
**7/1/2018 to 6/30/2019**

Rob Hunter  
General Manager  
Municipal Water Dist of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708

Account Summary							
Source	Beginning Balance as of 7/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2019
OPEB	\$2,075,238.07	\$0.00	\$140,155.14	\$5,077.09	\$0.00	\$1,920.74	\$2,212,236.86
PENSION	\$0.00	\$207,000.00	\$10,870.84	\$456.47	\$0.00	\$0.00	\$217,414.37
Totals	\$2,075,238.07	\$207,000.00	\$151,025.98	\$5,533.56	\$0.00	\$1,920.74	\$2,429,651.23

Investment Selection	
Source	
OPEB	Moderate HighMark PLUS
PENSION	Moderate HighMark PLUS

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

Investment Return							
Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.81%	3.17%	6.76%	7.99%	5.43%	-	10/26/2011
PENSION	3.81%	3.17%	5.26%	-	-	-	7/31/2018

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

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.  
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.  
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

## PARS DIVERSIFIED PORTFOLIOS MODERATE

Q2 2019

### WHY THE PARS DIVERSIFIED MODERATE PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

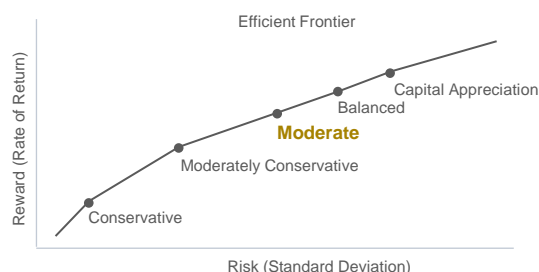
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

### INVESTMENT OBJECTIVE

To provide current income and moderate capital appreciation. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.



### ASSET ALLOCATION — MODERATE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	40 - 60%	50%	51%
Fixed Income	40 - 60%	45%	46%
Cash	0 - 20%	5%	3%

### ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

Current Quarter*	3.23%
Blended Benchmark*, **	3.16%
Year To Date*	11.74%
Blended Benchmark*, **	11.35%
1 Year	6.94%
Blended Benchmark**	6.95%
3 Year	7.95%
Blended Benchmark**	7.52%
5 Year	5.43%
Blended Benchmark**	5.62%
10 Year	8.35%
Blended Benchmark**	8.18%

#### Index Plus Composite (Passive)

Current Quarter*	2.95%
Blended Benchmark*, **	3.16%
Year To Date*	11.36%
Blended Benchmark*, **	11.35%
1 Year	6.77%
Blended Benchmark**	6.95%
3 Year	7.14%
Blended Benchmark**	7.52%
5 Year	5.18%
Blended Benchmark**	5.62%
10 Year	8.09%
Blended Benchmark**	8.18%

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: From 10/1/2012 – Present: 26.5% S&P500, 5% Russell Mid Cap, 7.5% Russell 2000, 3.25% MSCI EM (net), 6% MSCI EAFE (net), 33.50% BBG Barclays US Agg, 10% ICE BofAML 1-3 Yr US Corp/Gov't, 1.50% ICE BofAML US High Yield Master II, 1.75% Wilshire REIT, and 5% FTSE 1 Mth T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 43% S&P 500; 2% Russell 2000, 5% MSCI EAFE (net), 15% ICE BofAML 1-3 Year Corp./Gov't, 30% BBG Barclays US Agg, 5% FTSE 1 Mth T-Bill. Prior to April 2007: the blended benchmark was 50% S&P 500, 15% ICE BofAML 1-3Yr Corp/Gov, 30% BBG Barclays US Agg, and 5% FTSE 1 Mth T-Bill.

### ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

2008	-22.88%
2009	21.47%
2010	12.42%
2011	0.55%
2012	12.25%
2013	13.06%
2014	4.84%
2015	0.14%
2016	6.45%
2017	13.19%
2018	-4.03%

#### Index Plus Composite (Passive)

2008	-18.14%
2009	16.05%
2010	11.77%
2011	2.29%
2012	10.91%
2013	12.79%
2014	5.72%
2015	-0.52%
2016	7.23%
2017	11.59%
2018	-4.03%

### PORTFOLIO FACTS

#### HighMark Plus (Active)

Composite Inception Date	10/2004
No of Holdings in Portfolio	18

#### Index Plus (Passive)

Composite Inception Date	05/2006
No of Holdings in Portfolio	12

## HOLDINGS

### HighMark Plus (Active)

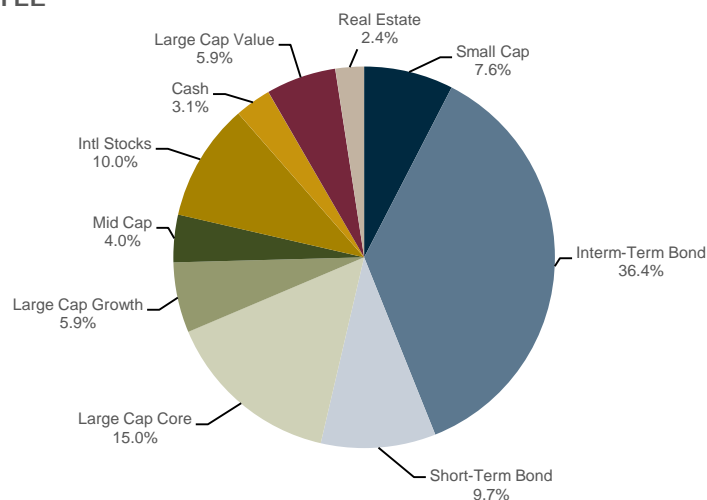
Columbia Contrarian Core I3  
Vanguard Growth & Income Adm  
Dodge & Cox Stock Fund  
Harbor Capital Appreciation - Retirement  
T. Rowe Price Growth Stock - I  
iShares Russell Mid-Cap ETF  
Vanguard Real Estate ETF  
Undiscovered Managers Behavioral Value-R6  
Victory RS Small Cap Growth - R6  
DFA Large Cap International Portfolio  
Dodge & Cox International Stock  
MFS International Growth - R6  
Hartford Schroders Emerging Markets Eq  
Vanguard Short-Term Invest-Grade Adm  
PIMCO Total Return Fund - Inst  
PGIM Total Return Bond - R6  
DoubleLine Core Fixed Income - I  
First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
iShares S&P 500 Value ETF  
iShares S&P 500 Growth ETF  
iShares Russell Mid-Cap ETF  
Vanguard Real Estate ETF  
iShares Russell 2000 Value ETF  
iShares Russell 2000 Growth ETF  
iShares MSCI EAFE ETF  
Vanguard FTSE Emerging Markets ETF  
Vanguard Short-Term Invest-Grade Adm  
iShares Core U.S. Aggregate  
First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark's Portfolio Management Group (PMG) with full investment authority according to the PARS Moderate active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofAML US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofAML 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofAML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.

## HIGHMARK CAPITAL MANAGEMENT

350 California Street  
Suite 1600  
San Francisco, CA 94104  
800-582-4734

### ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has nearly 100 years (including predecessor organizations) of institutional money management experience with \$7.7 billion in assets under management and \$8.3 billion in assets under advisement\*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

### ABOUT THE PORTFOLIO MANAGEMENT TEAM

#### Andrew Brown, CFA®

Senior Portfolio Manager

Investment Experience: since 1994

HighMark Tenure: since 1997

Education: MBA, University of Southern California; BA, University of Southern California

#### Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager

Investment Experience: since 2004

HighMark Tenure: since 2014

Education: BA, Colgate University

#### J. Keith Stribling, CFA®

Senior Portfolio Manager

Investment Experience: since 1985

HighMark Tenure: since 1995

Education: BA, Stetson University

#### Christiane Tsuda

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2010

Education: BA, International Christian University, Tokyo

#### Anne Wimmer, CFA®

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2007

Education: BA, University of California, Santa Barbara

#### Randy Yurchak, CFA®

Senior Portfolio Manager

Investment Experience: since 2002

HighMark Tenure: since 2017

Education: MBA, Arizona State University;

BS, University of Washington

#### Asset Allocation Committee

Number of Members: 16

Average Years of Experience: 28

Average Tenure (Years): 15

#### Manager Review Group

Number of Members: 7

Average Years of Experience: 19

Average Tenure (Years): 7

\*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.

Municipal Water District of Orange County  
WATER USE EFFICIENCY PROJECTS  
Cash Flow as of 07/31/19

Cash - Beginning Balance	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	TOTALS
	\$ (894,150.04)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	\$ (561,829.01)	
<b>REVENUES:</b>													
BUREC													\$ -
City of Brea													-
City of Buena Park	111.00												111.00
City of Fountain Valley	111.00												111.00
City of Fullerton													-
City of Garden Grove													-
City of Huntington Beach													-
City of La Habra													-
City of San Clemente	515.00												515.00
City of San Juan Capistrano													-
City of Santa Ana													-
City of Tustin													-
City of Newport Beach													-
City of Orange													-
City of Westminster													-
County of Orange													-
Department of Water Resources													-
East Orange County Water District													-
El Toro Water District	2,614.00												2,614.00
Irvine Ranch Water District	6,632.11												6,632.11
Laguna Beach County Water District													-
Mesa Water District													-
Metropolitan Water District	17,249.94												17,249.94
Moulton Niguel Water District	36,055.78												36,055.78
Orange County Water District													-
Santa Margarita Water District													-
Trabuco Canyon Water District													-
Yorba Linda Water District	537.90												537.90
<b>Miscellaneous Revenues</b>													
Miscellaneous													-
Interest Revenue													-
<b>Total Revenues</b>	63,826.73	-	-	-	-	-	-	-	-	-	-	-	63,826.73
<b>EXPENDITURES:</b>													
Budget Based Tiered Rates, Ratfells													-
Droplet													-
IRWD													-
Golden State Water Company													-
City of Huntington Beach													-
Laguna Beach CWD													-
Metropolitan Water District													-
Mission RCD	6,476.15												6,476.15
Multi Family HET Direct													-
Pollard Water													-
Recycled Water On Site Retrofit program													-
South Coast Water District													-
Spray to Drip program													-
SMWD													-
Turf Removal	25,029.55												25,029.55
Water Savings Incentive Program													-
<b>Miscellaneous Expenses</b>													
Interest Expense													-
Salary & Benefit													-
<b>Total Expenditures</b>	31,505.70	-	-	-	-	-	-	-	-	-	-	-	31,505.70
<b>Cash - Ending Balance</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	<b>\$ (561,829.01)</b>	

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

**UNAUDITED DRAFT  
COMBINED FINANCIAL STATEMENTS**

**AND**

**BUDGET COMPARATIVE**

**JULY 1, 2018 THRU JUNE 30, 2019**

**THE FOLLOWING IS SUBJECT TO CHANGE AND ACTUALS ARE DEFERRED TO THE  
AUDITED ANNUAL REPORT  
TO BE PRESENTED ON NOVEMBER 13, 2019**

**Municipal Water District of Orange County  
Combined Balance Sheet  
As of June 30, 2019**

<b><u>ASSETS</u></b>	<b>Amount</b>
Cash in Bank	256,240.96
Investments	13,547,032.04
Accounts Receivable	19,275,847.51
Accounts Receivable - Other	183,276.09
Accrued Interest Receivable	125,751.00
Prepays/Deposits	239,061.36
Leasehold Improvements	3,735,829.68
Furniture, Fixtures & Equipment	563,307.34
Less: Accum Depreciation	(2,981,151.57)
<b>TOTAL ASSETS</b>	<b><u>\$34,945,194.41</u></b>
<b><u>LIABILITIES AND FUND BALANCES</u></b>	
<b>Liabilities</b>	
Accounts Payable	20,866,287.98
Accounts Payable - Other	75.40
Accrued Salaries and Benefits Payable	430,642.09
Other Liabilities	355,662.16
Unearned Revenue	954,311.68
Total Liabilities	<u>22,606,979.31</u>
<b>Fund Balances</b>	
Restricted Fund Balances	
Water Fund - T2C	1,006,379.56
Total Restricted Fund Balances	<u>1,006,379.56</u>
Designated Reserves	
General Operations	3,341,910.36
Grant & Project Cash Flow	1,500,000.00
Election Expense	608,000.00
Building Repair	385,407.45
OPEB	297,147.00
Total Designated Reserves	<u>6,132,464.81</u>
General Fund	3,072,149.80
General Fund Capital	525,009.00
WEROC Capital	93,381.08
WEROC	183,846.12
Total Unrestricted Fund Balances	<u>10,006,850.81</u>
Excess Revenue over Expenditures	
Operating Fund	1,369,113.59
Other Funds	(44,128.86)
Total Fund Balance	<u>12,338,215.10</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b><u>34,945,194.41</u></b>



**Municipal Water District of Orange County**  
**Revenues and Expenditures Budget Comparative Report**  
**General Fund**  
**From July 2018 thru June 2019**

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<b><u>REVENUES</u></b>						
Retail Connection Charge	0.00	7,697,005.75	7,697,006.00	100.00%	0.00	0.25
Ground Water Customer Charge	0.00	499,012.00	499,012.00	100.00%	0.00	0.00
Water rate revenues	0.00	8,196,017.75	8,196,018.00	100.00%	0.00	0.25
Interest Revenue	41,149.56	521,546.12	390,000.00	133.73%	0.00	(131,546.12)
Subtotal	41,149.56	8,717,563.87	8,586,018.00	101.53%	0.00	(131,545.87)
Choice Programs	0.00	1,085,862.13	1,174,750.00	92.43%	0.00	88,887.87
Miscellaneous Income	1,258.64	24,771.08	3,000.00	825.70%	0.00	(21,771.08)
School Contracts	8,836.53	97,189.20	102,031.00	95.25%	0.00	4,841.80
Gain on Sale of Investments	0.00	3.61	0.00		0.00	(3.61)
Transfer-In From Reserve	0.00	0.00	5,276.00	0.00%	0.00	5,276.00
Subtotal	10,095.17	1,207,826.02	1,285,057.00	93.99%	0.00	77,230.98
<b>TOTAL REVENUES</b>	<b>51,244.73</b>	<b>9,925,389.89</b>	<b>9,871,075.00</b>	<b>100.55%</b>	<b>0.00</b>	<b>(54,314.89)</b>

**Municipal Water District of Orange County**  
**Revenues and Expenditures Budget Comparative Report**  
**General Fund**  
**From July 2018 thru June 2019**

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<b><u>EXPENSES</u></b>						
Salaries & Wages	331,692.53	3,465,468.76	3,522,982.00	98.37%	0.00	57,513.24
Salaries & Wages - Grant Recovery	0.00	(3,837.94)	(6,300.00)	60.92%	0.00	(2,462.06)
Salaries & Wages - Recovery	(785.40)	(9,924.60)	0.00	0.00%	0.00	9,924.60
Director's Compensation	16,527.52	257,334.82	255,360.00	100.77%	0.00	(1,974.82)
MWD Representation	11,538.08	162,378.47	145,920.00	111.28%	0.00	(16,458.47)
Employee Benefits	84,808.45	1,053,001.16	1,108,564.00	94.99%	0.00	55,562.84
CalPers Unfunded Liability Contribution	0.00	207,000.00	207,000.00	100.00%	0.00	0.00
Employee Benefits - Grant Recovery	0.00	(875.57)	0.00	0.00%	0.00	875.57
Employee Benefits - Recovery	(149.60)	(1,890.40)	0.00	0.00%	0.00	1,890.40
Director's Benefits	7,431.44	93,166.91	94,767.00	98.31%	0.00	1,600.09
Health Insurance for Retirees	7,204.74	63,609.99	70,519.00	90.20%	0.00	6,909.01
Training Expense	0.00	8,004.21	25,000.00	32.02%	18,000.00	(1,004.21)
Tuition Reimbursement	2,856.28	5,712.56	5,000.00	114.25%	0.00	(712.56)
Temporary Help Expense	0.00	0.00	5,000.00	0.00%	0.00	5,000.00
Personnel Expenses	461,124.04	5,299,148.37	5,433,812.00	97.52%	18,000.00	116,663.63
Engineering Expense	62,775.00	369,574.09	330,000.00	111.99%	113,607.25	(153,181.34)
Legal Expense	20,310.32	221,792.36	255,000.00	86.98%	0.00	33,207.64
Audit Expense	0.00	19,380.00	29,000.00	66.83%	0.00	9,620.00
Professional Services	142,955.21	1,059,254.65	1,430,758.00	74.03%	179,673.09	191,830.26
Professional Fees	226,040.53	1,670,001.10	2,044,758.00	81.67%	293,280.34	81,476.56
Conference-Staff	10.00	21,991.06	42,880.00	51.29%	25.00	20,863.94
Conference-Directors	369.00	14,565.31	24,930.00	58.42%	0.00	10,364.69
Travel & Accom.-Staff	665.55	52,596.57	99,600.00	52.81%	236.67	46,766.76
Travel & Accom.-Directors	(41.84)	27,112.41	51,750.00	52.39%	0.00	24,637.59
Travel & Conference	1,002.71	116,265.35	219,160.00	53.05%	261.67	102,632.98
Membership/Sponsorship	0.00	139,755.53	141,662.00	98.65%	0.00	1,906.47
CDR Support	0.00	47,044.26	47,044.00	100.00%	0.00	(0.26)
Dues & Memberships	0.00	186,799.79	188,706.00	98.99%	0.00	1,906.21
Business Expense	1,119.70	3,716.30	5,600.00	66.36%	0.00	1,883.70
Maintenance Office	8,087.45	96,683.03	132,796.00	72.81%	423.00	35,689.97
Building Repair & Maintenance	956.37	12,054.79	20,000.00	60.27%	0.00	7,945.21
Storage Rental & Equipment Lease	209.70	3,514.30	3,460.00	101.57%	0.00	(54.30)
Office Supplies	2,191.28	27,215.14	36,000.00	75.60%	666.24	8,118.62
Postage/Mail Delivery	506.58	9,657.23	9,000.00	107.30%	0.00	(657.23)
Subscriptions & Books	0.00	596.65	1,500.00	39.78%	0.00	903.35
Reproduction Expense	18,861.49	36,007.50	33,073.00	108.87%	0.00	(2,934.50)
Maintenance-Computers	1,570.32	5,729.59	8,000.00	71.62%	0.00	2,270.41
Software Purchase	227.88	36,337.04	45,861.00	79.23%	0.00	9,523.96
Software Support	2,466.83	42,011.79	51,934.00	80.89%	0.00	9,922.21
Computers and Equipment	4,311.97	13,703.21	11,850.00	115.64%	0.00	(1,853.21)
Automotive Expense	2,253.62	20,679.68	17,262.00	119.80%	0.00	(3,417.68)
Toll Road Charges	185.26	1,006.53	1,000.00	100.65%	0.00	(6.53)
Insurance Expense	8,628.85	107,526.64	138,500.00	77.64%	0.00	30,973.36
Utilities - Telephone	2,175.45	23,019.08	20,178.00	114.08%	0.00	(2,841.08)
Bank Fees	(149.78)	4,347.74	21,225.00	20.48%	0.00	16,877.26
Miscellaneous Expense	15,705.06	266,404.17	119,205.00	223.48%	1,543.99	(148,743.16)
MWDOC's Contrb. to WEROC	15,948.33	216,868.00	216,868.00	100.00%	0.00	0.00
Depreciation Expense	2,822.33	33,868.02	0.00	0.00%	0.00	(33,868.02)
Other Expenses	88,078.69	960,946.43	893,312.00	107.57%	2,633.23	(70,267.66)
Election Expense	0.00	196,135.57	304,000.00	64.52%	0.00	107,864.43
Building Expense	(6,193.35)	95,147.54	531,827.00	17.89%	159,301.68	277,377.78
Capital Acquisition	0.00	31,832.15	255,500.00	12.46%	0.00	223,667.85
<b>TOTAL EXPENSES</b>	<b>770,052.62</b>	<b>8,556,276.30</b>	<b>9,871,075.00</b>	<b>86.68%</b>	<b>473,476.92</b>	<b>841,321.78</b>
<b>NET INCOME (LOSS)</b>	<b>(718,807.89)</b>	<b>1,369,113.59</b>	<b>0.00</b>			

**Municipal Water District of Orange County**  
**Revenues and Expenditures Budget Comparative Report**  
**Water Fund**  
**From July 2018 thru June 2019**

	Month to Date	Year to Date	Annual Budget	% Used	Budget Remaining
<b><u>WATER REVENUES</u></b>					
Water Sales	8,924,815.30	146,514,994.60	188,976,940.00	77.53%	42,461,945.40
Readiness to Serve Charge	839,273.57	10,455,204.30	10,902,178.00	95.90%	446,973.70
Capacity Charge CCF	299,996.67	3,727,465.02	3,854,976.00	96.69%	127,510.98
SCP/SAC Pipeline Surcharge	22,649.55	318,361.63	365,000.00	87.22%	46,638.37
Interest	2,423.74	22,477.03	13,000.00	172.90%	(9,477.03)
<b>TOTAL WATER REVENUES</b>	<b>10,089,158.83</b>	<b>161,038,502.58</b>	<b>204,112,094.00</b>	<b>78.90%</b>	<b>43,073,591.42</b>
<b><u>WATER PURCHASES</u></b>					
Water Sales	8,924,815.30	146,514,994.60	188,976,940.00	77.53%	42,461,945.40
Readiness to Serve Charge	839,273.57	10,455,204.30	10,902,178.00	95.90%	446,973.70
Capacity Charge CCF	299,996.67	3,727,465.02	3,854,976.00	96.69%	127,510.98
SCP/SAC Pipeline Surcharge	22,649.55	318,361.63	365,000.00	87.22%	46,638.37
<b>TOTAL WATER PURCHASES</b>	<b>10,086,735.09</b>	<b>161,016,025.55</b>	<b>204,099,094.00</b>	<b>78.89%</b>	<b>43,083,068.45</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<b>2,423.74</b>	<b>22,477.03</b>	<b>13,000.00</b>		

**Municipal Water District of Orange County**  
**WUE Revenues and Expenditures (Actuals vs Budget)**  
**From July 2018 thru June 2019**

	Year to Date Actual	Annual Budget	% Used
<b>Spray To Drip Conversion</b>			
Revenues	31,694.25	128,540.00	24.66%
Expenses	34,040.76	128,540.00	26.48%
Excess of Revenues over Expenditures	(2,346.51)	0.00	
<b>Member Agency Administered Passthru</b>			
Revenues	408,570.00	100,000.00	408.57%
Expenses	408,570.00	100,000.00	408.57%
Excess of Revenues over Expenditures	0.00	0.00	
<b>ULFT Rebate Program</b>			
Revenues	17,867.68	43,500.00	41.08%
Expenses	17,867.68	43,500.00	41.08%
Excess of Revenues over Expenditures	0.00	0.00	
<b>HECW Rebate Program</b>			
Revenues	230,038.44	425,000.00	54.13%
Expenses	230,263.66	425,000.00	54.18%
Excess of Revenues over Expenditures	(225.22)	0.00	
<b>CII Rebate Program</b>			
Revenues	110,847.21	462,500.00	23.97%
Expenses	110,730.00	462,500.00	23.94%
Excess of Revenues over Expenditures	117.21	0.00	
<b>Turf Removal Program</b>			
Revenues	1,582,166.99	1,345,000.00	117.63%
Expenses	1,651,078.68	1,345,000.00	122.76%
Excess of Revenues over Expenditures	(68,911.69)	0.00	
<b>Comprehensive Landscape (CLWUE)</b>			
Revenues	92,464.86	366,840.00	25.21%
Expenses	136,552.17	366,840.00	37.22%
Excess of Revenues over Expenditures	(44,087.31)	0.00	
<b>Large Landscape Survey Program</b>			
Revenues	2,351.70	64,000.00	3.67%
Expenses	8,824.69	64,000.00	13.79%
Excess of Revenues over Expenditures	(6,472.99)	0.00	
<b>WSIP - Industrial Program</b>			
Revenues	2,700.00	36,755.00	7.35%
Expenses	17,700.00	36,755.00	48.16%
Excess of Revenues over Expenditures	(15,000.00)	0.00	
<b>WUE Projects</b>			
Revenues	2,478,701.13	2,972,135.00	83.40%
Expenses	2,615,627.64	2,972,135.00	88.01%
Excess of Revenues over Expenditures	(136,926.51)	0.00	
<b>WEROC</b>			
Revenues	408,248.00	489,160.00	83.46%
Expenses	362,788.57	489,160.00	74.17%
Excess of Revenues over Expenditures	45,459.43	0.00	



**CONSENT CALENDAR ITEM**

August 21, 2019

**TO:** Board of Directors

**FROM:** **Planning & Operations Committee**  
(Directors Yoo Schneider, Dick, Tamaribuchi)

Robert Hunter, General Manager

Staff Contact: Charles Busslinger

**SUBJECT:** **Approve \$5,000 Increase to Rosenberg + Associates Sole Source Contract**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors approve a \$5,000 increase to the sole source contract with Rosenberg + Associates (from \$25,000 to \$30,000) for Construction Management services relating to the Computer Room Air Conditioner Replacement Project.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**SUMMARY**

---

Staff is seeking Board authorization to increase the contract amount with Rosenberg + Associates to an amount not to exceed \$30,000 for construction management services for the Computer Room Air Conditioner Replacement Project.

**DETAILED REPORT**

---

Staff informed the Board at the January 21, 2019 PAL Committee that recent issues with the computer room air conditioner led to an investigation that determined the air conditioner had reached the end of its service life and needed to be replaced soon. Rather than taking additional time to select a consultant via an RFP process and add several months to the project, we had already been working with Rosenberg + Associates Consulting Engineers on a proposal to analyze the sizing of the South EOC air conditioning system. We combined the two efforts into a single sole source contract to provide technical services, prepare

<b>Budgeted (Y/N): Y</b>	Budgeted amount: \$5,000	Core X	Choice __
<b>Action item amount:</b>	Line item: 19-881		
<b>Fiscal Impact (explain if unbudgeted):</b>			

plans, specifications, and bid documents for the replacement of the Computer Room Air Conditioner, and to analyze and design a replacement air conditioning system for the South EOC, on a time & materials basis not to exceed \$25,000 (\$15,000 for the Computer Room and \$10,000 for the South EOC).

Issues surfaced (mainly ventilation in the transformer room, which was not directly related to the air conditioner, but required HVAC expertise which was not included in the electrical transformer replacement contract) during the City of Fountain Valley building permitting process. This required unanticipated additional mechanical engineering design and plan check services which used the remaining contract funds budgeted for Construction Management services. Given Rosenberg + Associates familiarity with the project, staff recommends that the Board approve a \$5,000 increase to the existing contract to an amount not to exceed \$30,000, rather than bidding out the small amount of remaining work.

## BOARD OPTIONS

---

### Option #1

- Authorize an increase in the sole source contract amount with Rosenberg + Associates by \$5,000 to an amount not to exceed \$30,000.

**Fiscal Impact:** Increases the cost by up to \$5,000, however, Rosenberg has always been efficient in their level of expenditures.

**Business Analysis:** Familiarity with the project eliminates the need for additional time and cost to review the technical requirements of the project during construction.

### Option #2

- Do not authorize the increase, delay the project until competitive bids can be obtained.

**Fiscal Impact:** Will likely increase the contract by a larger amount to bring someone else into the effort and delay installation.

**Business Analysis:** There is not a good business case to bid this work out.

## STAFF RECOMMENDATION

---

### Option #1



**CONSENT CALENDAR ITEM**

August 21, 2019

**TO: Public Affairs and Legislation Committee**  
(Directors Dick, Thomas and McVicker)

**FROM: Robert Hunter, General Manager**

Staff Contact: Heather Baez

**SUBJECT: TRAVEL TO WASHINGTON D.C. TO COVER FEDERAL ADVOCACY ISSUES**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors review the travel expenses and ratify as reported.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**REPORT**

---

**DIRECTORS**

For the fourth quarter (April-June 2019) of fiscal year 2018-2019, zero trips were taken.

The following was budgeted for fiscal year 2018/2019 for **directors**:

Washington D.C. Legislative Budget Travel - \$10,800, 6 trips

- Total cost for this quarter: \$0
- Year-to-date spent: \$4,216.72

<b>Budgeted (Y/N): Y</b>	Budgeted amount: Directors - \$10,800 Staff - \$10,800	Core X	Choice ____
<b>Action item amount: None</b>	Line item: 11-7155 12-7150		
<b>Fiscal Impact (explain if unbudgeted):</b>			

- Budget remaining: \$6,583.28

Projecting for the first quarter of fiscal year 2019-2020, no trips are scheduled.

### STAFF

For the fourth quarter (April-June 2019) of fiscal year 2018-2019, no trips were taken:

The following was budgeted for fiscal year 2018/2019 for **staff**:

Washington D.C. Legislative Travel - \$10,800, 6 trips

- Total cost for this quarter: \$0
- Year-to-date spent: \$3,832.91
- Budget remaining: \$6,967.09

Projecting for the first quarter of fiscal year 2019-2020, no trips are scheduled.

The focus of the trips this fiscal year will be on the importance of the CA WaterFix (federal permits and funding), funding opportunities for local and regional projects, long term conservation and tax parity water rebate issues (turf removal program, et al.), and visits to representative's offices to update them on issues of importance to MWDOC and its member agencies.





**CONSENT CALENDAR ITEM**

August 21, 2019

**TO: Public Affairs and Legislation Committee**  
(Directors Dick, Thomas and McVicker)

**FROM: Robert Hunter, General Manager**

Staff Contact: Heather Baez

**SUBJECT: TRAVEL TO SACRAMENTO TO COVER STATE ADVOCACY ISSUES**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors review the travel expenses and ratify as reported.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**REPORT**

---

**DIRECTORS**

For the fourth quarter (April-June 2019) of fiscal year 2018-2019, zero trips were taken:

The following was budgeted for fiscal year 2018/2019 for **directors**:

Sacramento Legislative Budget Travel - \$4,600, 8 trips

- Total cost for this quarter: \$0
- Year-to-date spent: \$324.91
- Budget remaining: \$3,675.09

<b>Budgeted (Y/N):</b> Yes	Budgeted amount: \$4,600 – Directors \$9,500 – Staff	Core X	Choice ____
<b>Action item amount:</b> None	Line item: 11-7155 12-7150		
<b>Fiscal Impact (explain if unbudgeted):</b>			

Projecting for the first quarter of fiscal year 2019-2020, no trips have been scheduled.

### STAFF

For the fourth quarter (April-June 2019) of fiscal year 2018-2019, four trips were taken:

- April 5 – Heather Baez
- April 26 – Heather Baez
- May 17 – Heather Baez
- June 14 – Heather Baez

The following was budgeted for fiscal year 2018/2019 for **staff**:

Sacramento Legislative Travel - \$9,500, 18 trips

- Total cost for this quarter: \$1,534.35
- Year-to-date spent: \$10,506.20
- Budget remaining: (\$1,006.20)

Projecting out for the first quarter of fiscal year 2019-2020, one trip has been scheduled:.

- August 23 – Heather Baez

The focus of the trips are safe drinking water (i.e. “water tax” and alternative proposals), AB 401 (Low Income Rate Assistance program for water) implementation, California Water Plan implementation, California WaterFix and EcoRestore oversight, and State Water Resources Control Board meetings.



**CONSENT CALENDAR ITEM**

August 21, 2019

**TO:** Board of Directors

**FROM:** **Administration & Finance Committee**  
(Directors Thomas, Finnegan, McVicker)

Robert J. Hunter  
General Manager

Staff Contact: Maribeth Goldsby

**SUBJECT: ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)  
COMMITTEE CONSIDERATION FOR 2020/21**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors: Determine which directors would like to serve on Association of California Water Agencies (ACWA) committees for 2020/21, and direct staff to submit completed Committee Consideration Forms by the September 30 deadline.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with the recommended candidates who submitted interest; at the meeting Director Yoo Schneider asked that she be considered for the Water Quality Committee, and Director McVicker asked that his choices be re-ranked, moving the Water Management Committee to his third choice. The revisions have been made and are incorporated herein.

**SUMMARY**

---

The Association of California Water Agencies (ACWA) is seeking members to participate on its various committees for the 2020/21 term. There are 13 committees for which members (directors and staff) may serve. All consideration forms require the signature of either the member agency general manager or board president before they are submitted to ACWA. The incoming ACWA Region Chairs and Vice Chairs will review the consideration forms by November 15th and send recommendations to the new ACWA President and Vice President by December 5th. ACWA will then send official appointment letters to new committee members by December 31st.

The following individuals have expressed interest in serving on ACWA Committees:

<b>Budgeted (Y/N):</b> N/A	Budgeted amount:	Core __	Choice __
<b>Action item amount:</b>	Line item:		
<b>Fiscal Impact (explain if unbudgeted):</b> Not applicable			

Federal Affairs:	Linda Ackerman (currently serves) Heather Baez
Business Development:	Larry McKenney (currently serves as Chair)
Legal Affairs:	Larry McKenney (currently serves)
Local Government:	Larry McKenney (currently serves)
Water Management	Sat Tamaribuchi Bob McVicker
Groundwater:	Bob McVicker
Water Quality	Bob McVicker Megan Yoo Schneider Robert Hunter
Communications:	Damon Micalizzi
State Legislative:	Heather Baez

It should be noted that MET has historically paid the expenses for both Directors Ackerman and McKenney.

Attached is a copy of the information received from ACWA, along with the Committee Consideration forms.

**From:** ACWA <acwabox@acwa.com>  
**Sent:** Wednesday, July 31, 2019 4:09 PM  
**To:** Maribeth Goldsby  
**Subject:** ACWA Advisory: ACWA Committee Appointment Process Under Way for 2020-'21 Term



Click [here](#) to view it in your browser.

## ACWA ADVISORY

COMMITTEE APPOINTMENTS  
JULY 31, 2019

### **ACWA Committee Appointment Process Under Way for 2020-'21 Term**

ACWA members interested in serving on an ACWA committee may apply now through Sept. 30. Committees offer members numerous opportunities to stay current and engage on important statewide water issues.

ACWA has 13 active committees that meet throughout the year, providing key technical and policy input to the ACWA Board of Directors. The committees bring together expertise and perspectives from across the state on key issues to help ACWA advocate for members in Sacramento and in Washington D.C.

Committee appointment information has been emailed to ACWA member agency general managers, board presidents, and current committee members. To be considered for a committee appointment, your completed and signed committee consideration form must be submitted by Sept. 30 to Business Services Specialist Petra Rice at [petrar@acwa.com](mailto:petrar@acwa.com). All consideration forms must be signed by the agency's general manager or board president.

Committee information and materials are available at [ACWA's website](#) or by clicking on the links below.

- [ACWA Policy Committee Composition](#)
- [ACWA Committee Consideration Form](#)
- [ACWA Committee Consideration Process Timeline](#)

When submitting names for consideration, please do so with the understanding that committees need active, involved individuals able to provide the required time and expertise, if appointed. Additionally, please keep in mind that your agency is responsible for all costs associated with the participation of its representatives on ACWA's committees.

## Questions

For questions about the ACWA committee appointment process, please contact Business Services Specialist [Petra Rice](#) at (916) 441-4545.



## PRINT AND DIGITAL ADVERTISING AVAILABLE

ACWA offers opportunities to advertise in ACWA News with display ad options, career posting and exclusive business profile for ACWA Associates. Additionally, career posting and RFPs are available online.

[LEARN MORE](#)



© 2018 Association of California Water Agencies. All Rights Reserved.

910 K Street, Suite 100, Sacramento, CA 95814

We hope you enjoy receiving email notices and updates from ACWA. At any time you can click [here](#) to unsubscribe or to change your subscription preferences.

## 2019 ACWA Committee Appointment Process Timeline 2020-2021 Term

**July 17:**

### **COMMITTEE CONSIDERATION FORMS EMAILED**

- Email Agency General Managers and Board Presidents:
  - List of agency staff and directors who currently serve on an ACWA Committee
  - Committee Composition
  - Committee Consideration Form
  - 2020-2021 Committee Timeline

**July 24:**

### **EMAIL NOTIFICATION TO CURRENT COMMITTEE MEMBERS**

- Current committee members notified that committee process has began
- All current committee members **MUST** submit a Committee Consideration Form to be considered for reappointment

**September 30:**

### **COMPLETED CONSIDERATION FORM DEADLINE**

- All committee consideration forms **due by September 30**
- Any consideration forms submitted after September 30 will be added to the waiting list and considered after ACWA President makes the initial committee appointments for the term

**October 25:**

### **ACWA REGION CHAIR AND VICE CHAIR CONFERENCE CALL**

- ACWA staff will hold a conference call with newly elected Region Chair and Vice Chairs to review 2020-2021 Committee recommendation process
- Consideration forms compiled and submitted to incoming Region Chair and Vice Chair

**November 15:**

### **CHAIR AND VICE CHAIRS RECOMMENDATION DEADLINE**

- No Region recommendations will be accepted after November 15

**December 5:**

### **RECOMMENDATIONS GIVEN TO ACWA PRESIDENT**

- Incoming ACWA President will receive Region Chair and Vice Chairs recommendations along with all consideration forms at ACWA Fall Conference

**December 16:**

### **ACWA PRESIDENT APPOINTS MEMBERS OF COMMITTEES**

- Incoming ACWA President submits all appointments to ACWA Staff

**December 31:**

### **ACWA WILL NOTIFY COMMITTEE MEMBERS OF APPOINTMENTS**

- Letters emailed to members who have been appointed to serve on a committee for the 2020-2021 term
- Letters emailed notifying those who were not appointed to a committee

## ACWA COMMITTEE COMPOSITION

COMMITTEE	LIAISON
<p><b>Agriculture Committee – Standing/Unlimited</b>  <i>Meetings: 2-3 times a year</i>            The Agriculture Committee makes recommendations to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. This newly-formed committee is currently being assembled.</p>	<p><b>Adam Borchard</b>  <i>Regulatory Advocate</i>  <a href="mailto:adamb@acwa.com">adamb@acwa.com</a></p>
<p><b>Business Development Committee – Standing/Unlimited</b>  <i>Meetings: 2 times a year</i>            The Business Development Committee develops and recommends to the Board of Directors programs and activities to be provided or administered by the association that generate non-dues revenue and provide a service or benefit to association members.</p>	<p><b>Paula Currie</b>  <i>Director of Business Development &amp; Events</i>  <a href="mailto:paulac@acwa.com">paulac@acwa.com</a></p>
<p><b>Communications Committee – Standing/Limited (40 maximum)</b>  <i>Meetings: 4 times a year</i>            The Communications Committee develops and recommends to the Board of Directors and ACWA staff regarding communications and public affairs programs. The committee promotes sound public information and education programs and practices among member agencies. It prepares and distributes materials for use by member agencies in their local outreach efforts. It also provides input and guidance to ACWA's Communications Department.</p>	<p><b>Heather Engel</b>  <i>Director of Communications</i>  <a href="mailto:heathere@acwa.com">heathere@acwa.com</a></p>
<p><b>Energy Committee – Standing/Unlimited</b>  <i>Meetings: 2 times a year</i>            The Energy Committee recommends policies and program to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee as appropriate.</p>	<p><b>Chelsea Haines</b>  <i>Regulatory Advocate II</i>  <a href="mailto:chelseah@acwa.com">chelseah@acwa.com</a></p>
<p><b>Federal Affairs Committee – Standing/Limited (5 Per Region)</b>  <i>Meetings: 2 times a year</i>            The Federal Affairs Committee coordinates with other ACWA committees regarding input on federal issues before both Congress and the federal administrative branches.</p>	<p><b>David Reynolds</b>  <i>Director of Federal Affairs</i>  <a href="mailto:dlreyns@sso.org">dlreyns@sso.org</a></p>
<p><b>Finance Committee – Standing/Limited (2 Per Region – 1 Region Chair or Vice Chair; 1 with financial experience)</b>  <i>Meetings: 4-5 times a year</i>            The Finance Committee makes recommendations to the Board of Directors regarding annual budgets, investment strategies, annual audits and auditor selection, dues formula and schedule, and other financial matters.</p>	<p><b>Fili Gonzales</b>  <i>Director of Finance &amp; Business Services</i>  <a href="mailto:filig@acwa.com">filig@acwa.com</a></p>
<p><b>Groundwater Committee – Standing/Unlimited</b>  <i>Meetings: 4 times a year</i>            The Groundwater Committee makes recommendations to the Board of Directors on groundwater policy issues. The committee also monitors state and federal regulations and legislation affecting the quality and management of groundwater, conducts studies and gathers data on groundwater issues, develops policies regarding groundwater management and coordinates with other committees on groundwater issues.</p>	<p><b>Dave Bolland</b>  <i>Director of State Regulatory Relations</i>  <a href="mailto:daveb@acwa.com">daveb@acwa.com</a></p>



---

### **Legal Affairs Committee – Standing/Limited (45 Maximum)**

Meetings: 2-3 times a year

The Legal Affairs Committee acts on requests for assistance on legal matters of significance to ACWA member agencies. It also reviews proposed ACWA bylaw revisions and works with staff to produce publications to assist member agencies in complying with state and federal laws. The committee files amicus curiae filing on important cases, comments on proposed regulations and guidelines of state agencies such as the Fair Political Practices Commission and monitors and engages in water rights waters of interest to member agencies.

*\*The committee shall be composed of between 34 and 44 attorneys, each of whom shall be, or act as, counsel for a member of the Association.*

**Kris Anderson**  
Legislative Advocate I  
[krisa@acwa.com](mailto:krisa@acwa.com)

---

### **Local Government Committee – Standing/Limited (3 Per Region)**

Meetings: 4 times a year

The Local Government Committee makes recommendations to the Board of Directors and the State Legislative Committee on local government matters affecting water agencies, including planning issues, local government organization, and finance. The committee also gathers and disseminates information on the value of special districts, and shares information promoting excellence in local government service delivery.

**Adam Quiñonez**  
Director of State  
Legislative Relations  
[adamq@acwa.com](mailto:adamq@acwa.com)

---

### **Membership Committee – Standing/unlimited**

Meetings: 2 times a year

The Membership Committee makes recommendations to the Board of Directors regarding membership policies, eligibility and applications for membership. The committee assists staff in developing membership recruitment and retention programs and reviews and makes recommendations to the Finance Committee regarding an equitable dues structure.

**Tiffany Giammona**  
Director of Member  
Outreach &  
Engagement  
[tiffanyg@acwa.com](mailto:tiffanyg@acwa.com)

---

### **State Legislative Committee – Standing/Limited (4 Per Region)**

Meetings: 10-12 times a year

The State Legislative Committee reviews relevant introduced and amended legislation, and develop positions and provide recommendations to the Board of Directors on ballot measures and other major statewide policy issues. The committee also works with staff amendments to bills and provides director for staff on legislative matters.

**Adam Quiñonez**  
Director of State  
Legislative Relations  
[adamq@acwa.com](mailto:adamq@acwa.com)

---

### **Water Management Committee – Standing/Limited (4 Per Region)**

Meetings: 4 times a year

The Water Management Committee makes recommendations to the Board of Directors on policy and programs related to water management. The committee reviews and recommendation positions on legislation and regulations as requested by other committees. The committee also assists in gathering and disseminating information regarding agricultural and urban water management, water conservation and water use efficiency, development and use of water resources, wastewater treatment and water recycling and reuse.

**Dave Bolland**  
Director of State  
Regulatory Relations  
[daveb@acwa.com](mailto:daveb@acwa.com)

---

### **Water Quality Committee – Standing/Unlimited**

Meetings: 4 times a year

The Water Quality Committee makes recommendations to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee on policy and program regarding water quality issues. The committee promotes cost-effective state and federal water quality regulations and provides a forum for members to work together to develop and present unified comments on water quality regulations. The committee also develops and recommends positions and testimony on water quality regulatory issues.

**Adam Borchard**  
Regulatory Advocate  
[adam@acwa.com](mailto:adam@acwa.com)

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations)	Phone
Municipal Water District of Orange County	714-593-5006
Agency Address	City, State & Zip
P.O. Box 20895	Fountain Valley, CA 92728

**BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY.  
FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.**

*\*If an individual is not an agency employee or director, please indicate company affiliation.*

Name	Title/Company*	Email Address
Sat Tamaribuchi	Director	Stamaribuchi@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Water Management		
Name	Title/Company*	Email Address
Robert McVicker	Director	bmcvicker@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Groundwater	Water Quality	Water Management
Name	Title/Company*	Email Address
Linda Ackerman	Metropolitan Water District of SC	lindaackerman72@gmail.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Federal Affairs		
Name	Title/Company*	Email Address
Larry McKenney	Metropolitan Water District of SC	director.mckenney@gmail.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Local Government	Legal Affairs	Business Development
Name	Title/Company*	Email Address
Robert J. Hunter	General Manager	rhunter@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Water Quality		
Name	Title/Company*	Email Address
Megan Yoo Schneider	Director	mschneider@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Water Quality		

Signature (Agency/District General Manager or Board President signature required)	President	8/21/19
	Title	Date

## QUESTIONS?

Contact Business Services Specialist Petra Rice  
at [petrar@acwa.com](mailto:petrar@acwa.com) or (916) 441-4545

910 K Street, Suite 100  
Sacramento, CA 95814  
Page 78 of 223 [www.acwa.com](http://www.acwa.com)

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations)	Phone
Municipal Water District of Orange County	714/593-5006
Agency Address	City, State & Zip
P.O. Box 20895	Fountain Valley, CA 92728

**BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY.  
FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.**

*\*If an individual is not an agency employee or director, please indicate company affiliation.*

Name	Title/Company*	Email Address
Heather Baez	Governmental Affairs Mgr.	hbaez@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
State Legislative	Federal Affairs	

Name	Title/Company*	Email Address
Damon Micalizzi	Director of Public Affairs	dmicalizzi@mwdoc.com
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Communications		

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

	President	
Signature (Agency/District General Manager or Board President signature required)	Title	Date

## QUESTIONS?

Contact Business Services Specialist Petra Rice  
at [petrar@acwa.com](mailto:petrar@acwa.com) or (916) 441-4545

910 K Street, Suite 100  
Sacramento, CA 95814  
Page 79 of 223 [www.acwa.com](http://www.acwa.com)



**CONSENT CALENDAR ITEM**

August 21, 2019

**TO:** Board of Directors

**FROM:** **Administration & Finance Committee**  
(Directors Thomas, Finnegan, McVicker)

Robert J. Hunter  
General Manager

Staff Contact: H. De La Torre

**SUBJECT: AUTHORIZE THE GENERAL MANAGER TO ENTER INTO  
METROPOLITAN AGREEMENTS FOR CYCLIC IN-LIEU DELIVERIES**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors authorize the General Manager to enter into agreements for Cyclic In-Lieu treated deliveries into the existing MWD OC Cyclic Account, as adopted by the Metropolitan Board on April 10, 2019. The four agreements are with Metropolitan Water District, as well as the cities of Anaheim, Fullerton, and Santa Ana.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**SUMMARY**

---

Metropolitan's (MET) Cyclic Cost Offset Program (also known as "Cyclic In-Lieu Deliveries") offers a financial credit to offset the costs of delivering surplus imported water into Cyclic Storage Accounts to its member agencies. For Orange County, Cyclic In-Lieu Deliveries are an alternative method of delivering more imported water into the groundwater basin during very wet years. However, Cyclic In-Lieu Deliveries are only available when the MET's General Manager has determined MET has optimized all of its storage "put" capacity and is in a position of losing water.

In order for MWD OC, along with the cities of Anaheim, Fullerton, and Santa Ana, to receive Cyclic In-Lieu Deliveries, a number of agreements must be established with MET. Of note,

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

the previous Cyclic In-Lieu Delivery agreement MWDOC had with MET was in 2017 and only had a one-year term.

The purpose of this board action is to seek authorization from the MWDOC Board for the General Manager to sign the necessary agreements with MET, and the cities of Anaheim, Santa Ana, and Fullerton, to allow the delivery of Cyclic In-Lieu water. Based on the April 10, 2019 Metropolitan Board actions, the term end for these new agreements are through the year 2027.

## **BACKGROUND**

---

Two years ago (August 2017), MWDOC, Orange County Water District (OCWD) and MET signed a 10-year Cyclic Storage Account agreement that allows the pre-delivery of additional imported water (up to 100,000 AF) to be stored into the OC groundwater basin and be purchased over a mutually agreed upon payment schedule not to exceed 5 years. The delivery of this water can be done through direct spreading or injection, and, under unique conditions authorized by MET's General Manager, through in-lieu means. Acceptance of water is at the discretion of MWDOC/OCWD.

The benefit of Cyclic Storage Accounts for MET is the ability to store additional water within its service area, increase regional reliability with more dry-year storage, and to generate additional revenue during a wet year when water sales are typically low. It is a water management tool MET can exercise quickly during times of surplus conditions to increase in-region storage.

The benefit to the local agencies is the ability to store additional water that is under more local control. As it is a pre-delivery program, it improves local reliability (i.e. increases the OC basin groundwater level) and allows an agency to purchase this water over a set period time.

Although MET prefers to deliver cyclic water to a groundwater basin via spreading grounds, under unique circumstances deliveries can occur via in-lieu means. In 2017, MET provided Cyclic In-Lieu Deliveries because there were limitations in making deliveries via the spreading grounds (i.e. the "suspect" of quagga mussels with SWP supplies limiting direct spreading and the spreading grounds in OC were at capacity). Therefore, the only method of delivery was through in-lieu means. In-Lieu Deliveries call for a groundwater agency to turn off its existing groundwater wells and take additional treated imported supplies resulting in stored water in a groundwater basin.

Furthermore, in order for a groundwater agency to take in-lieu water, a financial credit must be provided to offset the treated water costs to make them financially neutral. Metropolitan offers a financial credit up to \$225/AF to the local agencies for water certified. When offered in 2017, MWDOC, Anaheim, Fullerton, and Santa Ana received approximately 65,000 AF of Cyclic In-Lieu Deliveries from MET over the seven-month period. Overall, MET delivered 120,000 AF (Direct & In-Lieu Deliveries) to its member agencies.

## **REPORT**

---

In seeing the benefits of making Cyclic In-Lieu Deliveries available to its member agencies, MET staff presented to its Board on April 2019 (See attachment - MET April Board Letter

Item 8-4) an action item to allow the MET General Manager to continue providing a financial credit to make in-lieu water available under the following conditions:

- The General Manager has determined that supply conditions warrant making cost-offset credits available due to a risk of not capturing all available imported supplies; and
- The member agency takes an action to increase capture of surplus imported water supplies at Metropolitan's request; and
- The capture of surplus imported water supplies in a cyclic account is certified by Metropolitan staff as above the baseline operations that otherwise would have occurred; and
- The member agency incurs costs to capture these surplus supplies that are above the normal cost that would be paid for imported water supplies from Metropolitan.

However, to receive Cyclic In-Lieu Deliveries a member agency must have both a Cyclic Storage Account as well as an agreement with MET for In-Lieu Treated Deliveries. In 2017, MWDOC established a Cyclic Storage Account with MET. At this time, we need to establish the following four agreements with MET for In-lieu deliveries: (1) MET and MWDOC; (2) MET, Anaheim, and MWDOC; (3) MET, Santa Ana, and MWDOC; and (4) MET, Fullerton, and MWDOC.

MWDOC is party to the three OC MET cities' agreements because Cyclic In-Lieu Deliveries are tied to the MWDOC Cyclic Storage Account. Meaning, while water can be delivered via in-lieu means through one of these three cities, all of the water is stored within the MWDOC Cyclic Storage Account and can only be purchased out of the MWDOC Cyclic Storage Account through MWDOC.

Attached are the four Draft Cyclic In-Lieu Agreements with MET. Below are the key terms:

- The Agreement shall be effective until July 1<sup>st</sup>, 2027, or until the termination of the MWDOC-MET Cyclic Storage Agreement
- Pursuant to the MET Board Action on April 10<sup>th</sup>, 2019, the MET General Manager may make a determination regarding water supply conditions and MET's ability to capture all available water supplies at any time during this agreement
- MWDOC agrees to pay MET the Treatment Surcharge effective at the time of cyclic delivery. This cost changes every calendar year and is set at \$319 per acre-foot in 2019
- In exchange for MWDOC's acceptance of pre-delivered cyclic water, MET agrees to pay MWDOC a cost offset credit of up to \$225 per acre-foot which is indexed to inflation
- When purchased by a member agency, the cyclic water will be sold at the MET full service untreated water rate in that given year. In calendar year 2019, the untreated water cost from MET is \$731 per acre-foot
- The purpose of the cost-offset credit is to assure that MWDOC member agencies do not pay more for cyclic water than pumping groundwater from the OCWD Basin

MWDOC staff has reviewed these agreements and find the terms and conditions very similar to those established within the 2017 Cyclic In-Lieu Delivery agreements. Therefore, staff recommends the MWDOC Board authorize the General Manager to enter into the four Cyclic In-Lieu Delivery Agreements with MET.

## Current Water Supply Conditions

On July 19, 2019, the MET General Manager stated that as this year's water supplies are well above average and water demands continue to trend low, the supply versus demand balance is projecting that MET will end the calendar year with record amounts of water in regional storage reserves. Thus, setting the conditions to make Cyclic In-Lieu Deliveries of water available, MET will be implementing the Cyclic Cost Offset Program effective August 1<sup>st</sup> 2019, for any member agency seeking such deliveries.

OCWD has consistently supported the delivery of Direct Cyclic as well as In-Lieu water. However, in evaluating the current conditions of the OC groundwater basin, OCWD is not expected to take any cyclic water this calendar year for the following stated reasons:

- OCWD's preliminary estimates show the accumulated overdraft of the OC Groundwater Basin to be 185,000 AF. This is well within the recommended target range of 150,000 to 200,000 AF. This recommended target range allows OCWD to meet its expected replenishment needs with storm water this winter without purchasing additional imported water supplies; and
- Due to the presence of polyfluoroalkyl substances (PFAS), including both perfluorooctanoic acid (PFOA) and perfluorooctane (PFOS) in the northeast part of the Orange County Groundwater Basin, it is anticipated that a significant amount of groundwater pumping will decrease.

It is important to note that OCWD's decision to refrain from Cyclic In-Lieu Deliveries at this time should not be interpreted as a lack for interest of participation Program in the future. In fact, OCWD has asked MWDOC to encourage MET to offer Cyclic In-Lieu Deliveries during surplus conditions due to the benefits to MET and the local agencies.

We are thereby seeking authorization to execute the agreements now so the are already in place when Cyclic In-Lieu Deliveries of water is made available in subsequent years.

## **BOARD OPTIONS**

---

### **Option #1**

- Staff recommends the Board of Directors authorize the General Manager to enter into agreements for Cyclic In-Lieu treated deliveries into the existing MWDOC Cyclic Account, as adopted by the Metropolitan Board on April 10, 2019. The four agreements are with Metropolitan Water District, as well as the cities of Anaheim, Fullerton, and Santa Ana.

### **Option #2**

- Do not entered in the Cyclic In-Lieu Delivery Agreements with Metropolitan Water District.

## **STAFF RECOMMENDATION**

---

### **Option #1**

**Attachments:**

- **April 9, 2019 Metropolitan Board Letter Item 8-4**
- **Draft MET Agreement with MWDOC for In-Lieu Treated Deliveries to MWDOC-MET Cyclic Account**
- **Draft MET Agreement with Anaheim & MWDOC for In-Lieu Treated Deliveries to MWDOC-MET Cyclic Account**
- **Draft MET Agreement with Fullerton & MWDOC for In-Lieu Treated Deliveries to MWDOC-MET Cyclic Account**
- **Draft MET Agreement with Santa Ana & MWDOC for In-Lieu Treated Deliveries to MWDOC-MET Cyclic Account**





- Board of Directors  
*Water Planning and Stewardship Committee*

4/9/2019 Board Meeting

---

8-4

---

## Subject

Authorize the General Manager to provide a credit to offset increased costs associated with surplus deliveries to cyclic accounts; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

---

## Executive Summary

At times, available imported water quantities exceed Metropolitan's ability to capture supplies for the region. The use of cyclic agreements helps manage this condition by pre-delivering imported water while surplus conditions exist and allowing member agencies to pay for this water over a period of up to five years. However, some member agencies could take additional steps to capture more surplus imported supplies, resulting in increased costs above their normal operating conditions. This action item would authorize the General Manager to provide credits of up to \$225/acre-foot to offset the increased costs member agencies incur to capture additional imported supplies above their base deliveries. The cost-offset credit would only be made available in conditions that the General Manager determines may result in loss of available supplies to the region. The General Manager would be required to bring an item to the next board meeting following a decision to make cost-offset credits available to help manage surplus conditions.

---

## Details

### *Background*

Last month, staff presented information item 9-3 for discussion (**Attachment 1**). Information item 9-3 described the General Manager's existing authority to enter into cyclic agreements to assist in capturing surplus imported water. Cyclic agreements allow Metropolitan to pre-deliver water to member agencies, allowing them to pay for these deliveries over a period of up to five years. These agreements help Metropolitan capture surplus imported water supplies when Metropolitan may not be able to capture all available supplies in other storage facilities or programs. Item 9-3 also described that cyclic agreements do not include a mechanism to offset the higher cost of some actions that agencies might take to capture increased volumes of imported water. As a result, opportunities to capture surplus imported water may be limited without a credit for member agencies to offset these higher costs.

This action item builds off of the March Information Item 9-3 and includes adjustments based on feedback from the Water Planning & Stewardship Committee and member agency managers. Staff recommends the Board authorize the General Manager to offer a credit to offset the cost of extraordinary actions member agencies take to capture surplus imported water in cyclic accounts. The terms defining how these cost-offset credits would work are included in this letter and its attachments.

### **Proposed Authorization for the General Manager**

This action seeks authority for the General Manager to issue cost-offset credits related to member agency actions to capture water in cyclic accounts. Cost-offset credits would only be given to a member agency in the following conditions:

- The General Manager has determined that supply conditions warrant making cost-offset credits available due to a risk of not capturing all available imported supplies; and

- The member agency takes an action to increase capture of surplus imported water supplies at Metropolitan's request; and
- The capture of surplus imported water supplies in a cyclic account is certified by Metropolitan staff as above the baseline operations that otherwise would have occurred; and
- The member agency incurs costs to capture these surplus supplies that are above the normal cost that would be paid for imported water supplies from Metropolitan.

The conditions above ensure that Metropolitan only pays cost-offset credits for deliveries that have increased the capture of surplus imported supplies. It also clarifies that credits are only made available to offset the increased costs to a member agency above the normal rates they would pay for Metropolitan's imported water. The credits do not reduce the costs to participating member agencies below their normal cost of purchasing water from Metropolitan. General terms for the cost-offset credits are included in **Attachment 2**.

Like all other billings from cyclic accounts, the purchase by the agency would not incur a Capacity Charge because the delivery would be at Metropolitan's discretion. Metropolitan would charge the member agency all other components of Metropolitan's full-service water rate, including the Readiness-to-Serve Charge at the time the water is sold.

### **Cost-Offset Credits**

If made available in a given year, cost-offset credits would be limited to up to \$225/acre-foot captured in cyclic accounts. The upper limit of \$225/acre-foot would be indexed to inflation to allow for adjustment over time. All certification and reconciliation procedures associated with cyclic agreements would remain in effect. These procedures allow staff to ensure that only imported water captured above the normal deliveries of a given agency would qualify for any cost-offset credits. These procedures also allow staff to review the costs a given agency incurs (including potential avoided costs) in order to calculate whether the operations to capture additional imported water actually lead to a cost, above what they would normally pay for imported deliveries. This forms the basis for whether an agency can receive a cost-offset credit or not.

All water delivered into cyclic accounts is billed at Metropolitan's applicable treated or untreated full-service rates over an agreed upon period of time. The potential cost of issuing credits would be included in the Supply Program line item of future biennial budget proposals in a fashion consistent with other storage programs. If cost-offset credits are issued in a given year, they would be accounted for in a fashion similar to other supply programs. These costs would be captured in the Chief Financial Officer's quarterly financial report under supply program costs.

### **Initiating Cost-Offset Credits and Reporting**

Metropolitan regularly reports to the Board on developing supply and demand conditions through Water Surplus and Demand Management Plan reports. These reports are done on a monthly basis through the winter and spring. Staff keeps the Board apprised of developing conditions, including the potential use of storage assets and the likelihood of storing or withdrawing supplies. The potential need to initiate the use of cost-offset credits to capture imported supplies in cyclic accounts would be part of this regular reporting process.

At times, the available imported supplies may exceed Metropolitan's ability to capture within regional storage assets. These periods may be short-term in nature (a few weeks) or long-term (spanning across calendar years). In these circumstances, when the region is at risk of not capturing all available imported supplies, the General Manager may initiate the use of cost-offset credits to increase the amount of imported water captured in cyclic accounts. Authorizing the General Manager to take this action allows for responsive operations based on changing supply conditions. This is particularly important in cases such as the Department of Water Resources' decisions to make Article 21 supplies available on the State Water Project. These decisions can be made in a very short timeframe, often with less than a week of notice.

If the General Manager initiates the use of cost-offset credits, an item would be brought to the next regularly scheduled board meeting. This item would include supporting information that led to the General Manager's decision and would provide an option for the Board to stop the use of cost-offset credits, if desired.

### **Examples of Actions to Increase Capture of Surplus Imported Supplies**

Generally, cost-offset credits would be available for any actions a member agency takes to increase the capture of surplus imported water in cyclic accounts above their baseline deliveries. The following are examples of actions that might apply:

- Increased deliveries to local surface storage
- Increased deliveries to groundwater spreading connections
- Increased deliveries to groundwater basins via injection
- Increased deliveries to meet consumptive demands in-lieu of using groundwater or surface storage (in-lieu storage)

Staff would look at the additional costs an agency incurs in taking the above actions beyond their normal cost for taking imported supplies. The increased costs would be eligible for the credit, up to \$225/acre-foot. Examples of how the cost-offset credit calculation would work are included in **Attachment 3**. Metropolitan retains the sole discretion in determining eligible costs.

In the case of surface storage, staff received feedback regarding the evaporative losses a local agency incurs when using reservoir storage. In recognition of this, staff proposes that a cost-offset credit be available recognizing a five percent loss for each year the water stays in the cyclic account. Evaporative losses would be capped at a maximum of ten percent if an agency takes more than two years to pay for the water. The agency would be billed for all water delivered into the cyclic account on the agreed upon schedule (without accounting for evaporative losses) and the cost-offset credit would apply when the agency is billed.

### **Summary**

Under certain supply conditions, Metropolitan may not be able to manage all supplies and opportunities to store water could be lost to the region for future dry years. By providing a cost-offset credit for surplus deliveries into cyclic accounts under limited conditions, member agencies can increase the amount of water delivered to the region while benefiting all member agencies in the same manner as other local storage programs.

With this delegation of authority to the General Manager to provide cost-offset credits, Metropolitan would have additional operational flexibility to capture surplus imported supplies. This proposal also includes prompt reporting and board oversight, if the General Manager exercises this authority.

### **Policy**

Metropolitan Water District Administrative Code Section 4209: Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 50793, dated April 10, 2017, the Board authorized the General Manager to enter into cyclic agreements with Metropolitan's member agencies.

By Minute Item 50888, dated July 11, 2017, the Board authorized the General Manager to enter into cyclic agreements providing a credit of up to \$225 per acre-foot for in-lieu deliveries.

### **California Environmental Quality Act (CEQA)**

#### **CEQA determination for Option #1:**

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. In particular, the proposed action consists of entering into agreements for the capture of surplus water at existing public or private facilities with negligible or no expansion of use and no possibility of significantly impacting the physical environment. Accordingly, the proposed action qualifies as a Class 1 Categorical Exemption (Section 15301 of the State CEQA Guidelines).

#### **CEQA determination for Option #2**

None required

## Board Options

---

### Option #1

Authorize the General Manager to enter into agreements to provide a cost-offset credit of up to \$225 per acre-foot for surplus deliveries under limited conditions, consistent with the terms in **Attachment 2**.

**Fiscal Impact:** None. Up to \$225 per acre-foot cost-offset credit to the member agency. The credit will be offset by the treatment surcharge collected at the time of the delivery or the future sale at the full-service rate.

**Business Analysis:** Metropolitan would improve regional reliability through the delivery of water to the region that would have otherwise been lost. The additional cost to manage such water at an amount not to exceed \$225 per acre-foot is less than Metropolitan's average cost of \$300 per acre-foot to store water in its SWP storage programs. Further, the delivery of the supplies to the region incurs lower power costs in wet years than in dry years because of higher hydroelectric generation on the State Water Project. Metropolitan will also generate additional revenue from an increase in treated water deliveries and the future sale of the delivered water.

### Option #2

Do not authorize the General Manager to enter into agreements to provide a surplus credit for surplus deliveries with member agencies that have received supplies.

**Fiscal Impact:** Potential loss of a full-service water sale and an increase in costs to acquire additional water for the region.

**Business Analysis:** Not implementing the credit in cyclic agreements could decrease the water supplies available to the region.

## Staff Recommendation

---

### Option # 1

  
Brad Coffey  
Manager, Water Resource Management

3/28/2019  
Date

  
Jeffrey Nightlinger  
General Manager

3/29/2019  
Date

**Attachment 1 – March Information Item 9-3**

**Attachment 2 – Term Sheet Member Agency Cost-Offset Credits**

**Attachment 3 – Example Credit Calculations**

Ref# wrm12667586



- Board of Directors  
*Water Planning and Stewardship Committee*

3/12/2019 Board Meeting

9-3

---

**Subject**

Information on potential credit to enhance in-lieu deliveries to cyclic storage under limited conditions

---

**Executive Summary**

This report describes a proposed revision to Metropolitan's cyclic agreements to increase the ability to capture imported supplies in future surplus conditions. Under the proposed modification, Metropolitan would be able to store water within its service area by delivering surplus supply to member agencies during extraordinary conditions, in-lieu of those agencies using their own local supplies. In exchange for agreeing to the in-lieu delivery and performance, Metropolitan would pay member agencies up to \$225 per acre-foot in the form of a credit. The maximum cost of \$225 per acre-foot would be comparable to Metropolitan's costs for other water management programs. For the agencies, the credit would offset some of the increased costs they would incur when taking treated imported deliveries in-lieu of using local supplies during surplus conditions. Metropolitan would credit the participants for their documented increased costs to receive the treated water up to \$225 per acre-foot (indexed by inflation each year). The proposed program would provide the General Manager the authority to execute cyclic agreements and to initiate in-lieu deliveries when water supplies may exceed Metropolitan's ability to capture. Upon authorization of in-lieu deliveries, staff would report the activity and the conditions that warranted this action to the Board at its next regular meeting.

---

**Details*****Background***

Metropolitan has developed a diverse portfolio of water storage facilities and agreements to help capture imported supplies in surplus conditions. This portfolio includes surface storage facilities, groundwater storage, and pre-delivery accounts that are both inside and outside of the region. Since the 1970's this portfolio has included cyclic agreements.

***Cyclic Accounts***

A cyclic agreement establishes an account between Metropolitan and a member agency with either groundwater or surface storage. Through the account, Metropolitan can deliver water to the member agency at Metropolitan's convenience. Once delivered, the member agency then purchases water out of the account on an agreed upon schedule, not to exceed five years. Unlike some other programs in Metropolitan's storage portfolio, cyclic accounts do not charge Metropolitan any costs for this activity, and there are no loss factors applied to deliveries into cyclic accounts.

At times, Metropolitan may prefer to deliver higher amounts of water than a member agency may have budgeted for in a given time period. Cyclic accounts allow Metropolitan to make larger deliveries when imported water is available while allowing the member agency to purchase the water over a period of time, allowing stable and predictable budgeting.

### ***Two Methods of Delivery into Cyclic Accounts***

Metropolitan can deliver water into cyclic accounts through either direct or in-lieu methods. Direct deliveries are made when Metropolitan provides untreated supplies directly to a surface reservoir or groundwater spreading connection. Direct deliveries are common, although operational conditions can constrain when direct deliveries can be made. Sometimes the capacity of local spreading basins, water quality issues, and/or the potential presence of invasive species can impact the ability to make direct deliveries.

In-lieu deliveries can be made if the member agency reduces groundwater pumping or reduces the use of local surface storage in order to increase deliveries from Metropolitan's treated water system. In this operation, Metropolitan provides treated drinking water to meet consumptive demands in-lieu of the member agency using its groundwater or surface water to meet demands. This increases Metropolitan's imported deliveries when they are available and preserves the local supplies to be used at a later date. By virtue of using Metropolitan's many treated water connections, Metropolitan has a higher degree of operational flexibility in making in-lieu deliveries.

### ***In-lieu Deliveries Are an Economical Form of Water Management for Metropolitan, but Come at a Higher Cost for the Local Agency***

In-lieu deliveries can significantly increase the amount of water maintained in local cyclic accounts. However, member agencies typically plan to replenish groundwater and surface water storage using untreated deliveries over time. When taking in-lieu deliveries, the member agency must also pay Metropolitan's treatment surcharge. This higher cost serves as a disincentive to the member agency to use more imported water, particularly when it can simply wait to purchase untreated water at a later date. When a member agency takes treated in-lieu deliveries, the member agency avoids costs associated with pumping and delivering the local supplies. These avoided costs, however, are outweighed by the higher cost of Metropolitan's treatment surcharge.

### ***2017 In-Lieu Credit Program***

In 2017, Metropolitan experienced extraordinary conditions with a high amount of available imported supplies and low member agency demands. Metropolitan's ability to manage water in available storage accounts was maximized. In July of 2017, to increase deliveries of treated supplies, Metropolitan's Board authorized a credit of up to \$225 per acre-foot for in-lieu deliveries of treated water to member agency cyclic accounts. The \$225 per acre-foot cost to Metropolitan was competitive compared to other storage alternatives and reduced the cost impact to a member agency for taking in-lieu deliveries. The credit payable to a member agency was determined using the costs incurred by the agency as a result of taking additional treated water at Metropolitan's request in-lieu of using their own local supply, minus the costs that the agency would have incurred without the in-lieu delivery, not to exceed \$225 per acre-foot. Member agencies submitted their estimates of avoided cost to Metropolitan, which Metropolitan reviewed based on documented records. Agencies entered into purchase agreements to purchase the water within five years. Metropolitan entered into agreements for treated in-lieu deliveries with Municipal Water District of Orange County, City of Anaheim, City of Fullerton and City of Santa Ana. Other agencies voiced interest in taking in-lieu deliveries, but the approval of the program came too late in the year for their operations to accommodate the water.

The 2017 in-lieu credit program was approved only for the duration of the 2017/18 fiscal year. During the brief program, about 65,200 acre-feet were captured in cyclic accounts through in-lieu deliveries. This water would have otherwise been lost if the program were not in place.

### ***Potential Modification to Cyclic Program***

Staff is proposing a modification to the current Cyclic Program similar to the in-lieu credit program authorized by Metropolitan's Board in July 2017. Whereas the previous cyclic program was limited in both scope and duration, the modification would not be limited in that manner. The General Manager would have the authority to enter into cyclic agreements with member agencies and to initiate a credit for in-lieu deliveries based on water supply conditions in real time. This delegation of authority would provide flexibility in the operation of the Cyclic Program to allow for timely deliveries of surplus supplies.

The window to capture surplus supplies is often limited. For example, Article 21 supplies on the State Water Project can become available with little notice and only be available for a few weeks. If agreements and authority to initiate deliveries were in place beforehand, the amount of captured supplies would be maximized. These deliveries would increase water delivered and stored in the region, thus improving reliability for all member agencies and providing a regional benefit in the same manner as other water management programs. Further, these programs collect Metropolitan's full-service rate on a pre-determined schedule.

### ***Member Agency Requirements***

Under the proposed revised Cyclic Program when surplus water is available, member agencies would take treated water from Metropolitan in addition to their baseline water purchases for the year, in exchange for a credit of up to \$225 per acre-foot. The credit would be calculated as the difference in costs of the in-lieu delivery compared to their normal groundwater operation. Metropolitan would retain the sole discretion in determining eligible costs. The resulting credit would remove the financial barrier for a member agency to increase in-lieu deliveries from Metropolitan.

Participating member agencies would be purchasing more water than was already projected for delivery. Metropolitan would bill the member agency through a cyclic account at the full-service rate within five years, based on an agreed upon schedule. The schedule would provide certainty to Metropolitan that the water would be sold to generate a future sale. The schedule also provides the member agency certainty as to how the additional water purchases would impact future budgets.

Like all other purchases from cyclic accounts, the purchase by the agency would not incur a Capacity Charge, because the in-lieu delivery would be at Metropolitan's discretion. All other components of Metropolitan's full-service water rate would be charged to the member agency at the time the water is sold, and the delivery would count towards the agency's Readiness-to-Serve Charge. The member agency would be billed the treatment surcharge at the time of delivery, and would also receive the credit in the same year. To ensure credits were given only for deliveries of additional water, Metropolitan would certify that the in-lieu delivery to an agency was in addition to normal deliveries in the fiscal year.

### ***Program Process and Reporting***

Staff would evaluate the supply, demand, and storage availability through the Water Surplus and Drought Management process. If additional supply needs to be managed after other water management actions are potentially exhausted, staff would recommend the General Manager initiate in-lieu deliveries. Staff would report Cyclic Program activity to the Board at the next regular board meeting. The report to the Board would include information about the circumstances that led to the action, estimated surplus supplies and identify the participating member agencies and planned delivery amounts. Through a monthly certification and annual reconciliation process, staff would ensure that deliveries under the Cyclic Program were in addition to their normal deliveries.

### ***Summary***

Under extraordinary supply conditions, there may be an availability of supplies beyond what Metropolitan is able to manage. By providing a credit to member agencies to accept in-lieu deliveries under limited conditions, member agencies would increase the amount of water delivered to the region benefiting all member agencies and the region in the same manner as other water management programs. Increased deliveries into cyclic accounts bring more water into the service area. This enhances Metropolitan's ability to respond to emergency events more than storage outside the service area.

By delegating authority to the General Manager to enter into cyclic agreements to provide in-lieu credits, and to begin in-lieu deliveries, the Cyclic Program would provide operational flexibility to manage and store extraordinary supplies. The draft terms for the Potential In-Lieu Cyclic Program are included in **Attachment 1**.

## Policy

---

Metropolitan Water District Administrative Code Section 4209: Contracts

By Minute Item 50793, dated April 10, 2017, the Board approved the General Manager to enter into Cyclic Agreements with Metropolitan's member agencies.

By Minute Item 50888, dated July 11, 2017, the Board approved the General Manager to enter into Cyclic Agreements providing a credit of up to \$225 per acre-foot for in-lieu deliveries in fiscal year 2017/2018.

## Fiscal Impact

---

The fiscal impact would be a short term increased cost associated with the maximum credit of \$225 per acre-foot (indexed each year). The credit is competitive with the unit cost of Metropolitan's State Water Project groundwater storage programs. Increased local supplies would reduce demand in dry years when alternative water supply sources are likely to be more expensive and provide more reliability in emergency events, providing a regional benefit to all member agencies.

  
Brad Coffey  
Manager, Water Resource Management

3/1/2019  
Date

  
Jeffrey Lightlinger  
General Manager

3/1/2019  
Date

## Attachment 1 – Term Sheet, Member Agency In-Lieu Agreements

Ref# wrm12660548



Term Sheet  
Member Agency  
In-Lieu Cyclic Agreements

**In-Lieu Credit**

- Metropolitan would provide a credit of up to \$225 per acre-foot, escalated yearly using the Consumer Price Index, for the in-lieu deliveries of Metropolitan supplies.
- The credit payable to a member agency would be based on the estimated additional costs that would be incurred by the member agency as a result of taking delivery of additional treated water supplies at Metropolitan's request. The credit would be equal to the treatment surcharge minus the costs that the agency would have incurred without receiving in-lieu deliveries. Avoided cost estimates would be provided by the member agencies for review.
- Metropolitan would have sole discretion in determining the eligible costs that would be reimbursed.
- Metropolitan would bill the treatment surcharge to the member agency at the time of delivery.
- Transactions would be accounted for at the meter level.
- The credit applied to the member agency meter invoiced amount, and subject to reconciliation of the credit amount and the in-lieu delivery amount.
- Adjustments to in-lieu credits could result from reconciliations.

**In-Lieu Delivery Requirements**

- The in-lieu delivery of water to a member agency shall not reduce the full-service water sales of Metropolitan. Certification of in-lieu deliveries could be limited if the member agency does not achieve projected full-service deliveries as determined by Metropolitan for that year.
- Metropolitan would agree on a payment schedule for the agencies' purchase of the delivered water.
- Operating plans would be required from the member agency prior to receiving in-lieu deliveries. Operating plans would help certify in-lieu deliveries into cyclic agreements as separate from normal deliveries. Any credits given for water deliveries that are unable to be validated and reconciled by official documentation (i.e., Watermaster report or other official documentation) after certification would be voided by Metropolitan.
- The terms for the agency's purchase of the delivered water, including applicable rates and charges, would be the same as all other purchases from the member agency's cyclic agreement.

**Term**

- The member agency would be required to purchase the delivered water no later than five full calendar years from the in-lieu delivery. Metropolitan and member agencies would agree on a payment schedule for the agencies' purchase of the delivered water under the cyclic agreement.

**Term Sheet**  
**Member Agency Cost-Offset Credits**

**Cost-Offset Credit**

- Metropolitan would provide a maximum credit of up to \$225 per acre-foot, escalated yearly using the Consumer Price Index (CPI), for the capture of Metropolitan surplus supplies.
- The credit payable to a member agency would be based on performance and the estimated additional costs incurred by the member agency as a result of taking delivery of additional water supplies at Metropolitan's request. For in-lieu treated deliveries, the credit would be equal to the treatment surcharge minus the costs that the agency would have incurred without receiving surplus deliveries. Avoided cost estimates would be provided by the member agencies for review.
- Metropolitan would have sole discretion in determining the eligible costs that would be reimbursed.
- For surface water deliveries, evaporative losses would be calculated as five percent each year for up to two years.
- For in-lieu deliveries, Metropolitan would bill the treatment surcharge to the member agency at the time of delivery.
- Transactions would be accounted for at the meter level.
- The credit would be applied to the member agency meter invoiced amount and would be subject to reconciliation of the credit amount and the surplus delivery amount.
- Adjustments to cost-offset credits that could result from reconciliations would be applied at the end of the calendar year or fiscal year (depending on the reconciliation period).

**Surplus Delivery Requirements**

- Cyclic deliveries could be made directly or in-lieu to surface water reservoirs or groundwater basins. The member agency must perform by managing the surplus delivery during the required performance period. A cyclic agreement is required to account for the deliveries.
- The surplus delivery of water to a member agency shall not reduce the full-service water sales of Metropolitan. Certification of surplus deliveries could be limited if the member agency does not achieve projected full-service deliveries as determined by Metropolitan for that year.
- Metropolitan would agree on a payment schedule for the agency purchase of the delivered water.
- Operating plans would be required from the member agency prior to receiving surplus deliveries. Operating plans would help certify surplus deliveries into cyclic accounts as separate from normal deliveries. Any cost-offset credits given for water deliveries that are unable to be validated and reconciled by official documentation (i.e., Watermaster report or other official documentation) after certification would be voided by Metropolitan.
- The terms for the agency's purchase of the delivered water, including applicable rates and charges, would be the same as all other purchases from the member agency's cyclic agreement.

**Term**

- The member agency would be required to purchase the delivered water no later than five full calendar years from the surplus delivery. Metropolitan and member agencies would agree on a payment schedule for the agencies' purchase of the delivered water under the cyclic agreement.

### **Example Cost-Offset Credit Calculations**

#### Example 1 - Metropolitan delivers 10,000 acre-feet of treated water in-lieu of the member agency using 10,000 acre-feet of groundwater to meet demands

Scenario: Member agency normally takes untreated deliveries from Metropolitan to replenish its groundwater basin. To increase capture of surplus imported supplies, Metropolitan requests the agency to take increased delivery of treated water and reduce groundwater pumping. Without an offsetting credit, the member agency would incur the higher cost of Metropolitan's treatment surcharge compared to its own pumping and disinfection costs.

As an example, the agency's cost to pump and disinfect its local supply is assumed to be \$100 per acre-foot. By accepting additional treated water from Metropolitan in-lieu of pumping the groundwater, the agency incurs the treatment surcharge of \$319 per acre-foot in addition to the normal untreated water rates it would pay to Metropolitan. Under the proposed program, Metropolitan bills the treatment surcharge when water is delivered and credits the agency up to \$225 per acre-foot to offset its additional costs to accept treated supplies. In this example, the credit would be \$219 per acre-foot (\$319 for the treatment surcharge less \$100 in avoided pumping and disinfection costs). The credit ensures the member agency does not incur an additional cost for accepting additional treated supplies. The deferred groundwater pumping remains in the basin for future use. The member agency's cyclic account balance increases in this example by 10,000 acre-feet. Metropolitan later bills the member agency at the untreated rates based on an agreed upon schedule, not to exceed five years.

#### Example 2 - Metropolitan delivers 10,000 acre-feet of untreated water to member agency for storage in a local surface reservoir

Scenario: In this example, the member agency normally purchases untreated water supplies from Metropolitan and treats the water at its treatment plant. The member agency also has available capacity in a local surface water reservoir. To increase capture of imported supplies, Metropolitan requests increased delivery of untreated imported supplies into their surface water reservoir. The agency incurs evaporative losses associated with holding these additional supplies in its reservoir. Rather than require a complex evaporative calculation, evaporative loss is estimated at five percent per year for up to two years (i.e. total evaporation is capped at 10 percent). The evaporative loss is credited to the agency on the untreated water rate when billed out of the cyclic account. Without the cost-offset credit, the member agency would incur an added cost of lost water by evaporation for keeping the additional untreated supplies in their reservoir.

In this example, it is assumed the member agency incurs a cost of \$50 per acre-foot to pump imported supplies into the reservoir. The member agency's cyclic account balance in this example increases by 10,000 acre-feet. The agency chooses to buy the water out of the cyclic

account the next year, thus incurring one year of evaporative losses at five percent. The credit for the evaporative loss would be five percent multiplied by the untreated water rate in force when the water is billed (in 2019 the credit would be five percent of \$731 per acre-foot, which is \$37 per acre-foot). Under the proposed program, Metropolitan bills the agency for the untreated water rates less a total credit of \$87 per acre-foot (\$50 per acre-foot in pumping costs and \$37 per acre-foot for evaporative losses).

Example 3 - Metropolitan delivers 10,000 acre-feet of treated water to member agency groundwater basin through injection

Scenario: In this example, member agency normally purchases treated water to meet its demands. This agency is also able to inject treated supplies into their groundwater basin. In order to increase capture of imported supplies, Metropolitan requests increased delivery of treated water supplies into their groundwater basin via injection. Without the cost-offset credit, the member agency would incur costs associated with injection, extraction, and disinfection of the captured water once it is extracted, in addition to the normal cost of Metropolitan's treated supplies.

For this example, it is assumed the member agency incurs a cost of \$50 per acre-foot to inject treated water into the groundwater basin, \$150 per acre-foot to pump water back out of the groundwater basin, and \$35 per acre-foot to disinfect the pumped groundwater. The total of these costs is \$235 per acre-foot in addition to Metropolitan's normal treated water rates. However, the cost-offset credit would be limited to a maximum of \$225 per acre-foot, which is the upper limit under this proposed program (subject to inflationary adjustments). The member agency cyclic account would increase by 10,000 acre-feet and Metropolitan would bill the agency based on an agreed upon schedule for the full treated water rates less the cost-offset credit of \$225 per acre-foot.

Agreement  
Between Metropolitan Water District of Southern California  
Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

This Agreement is made as of August 1, 2019, by and between the METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan”), a public agency of the State of California, and the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“MWDOC”), a public agency of the State of California, (collectively, the “Parties”).

Section 1. Purpose of Agreement

- a. Metropolitan is a wholesale provider to its 26 member agencies, created under The Metropolitan Water District Act (“MWD Act”). Wat. Code appen., §§ 109-25, 109-130.
- b. MWDOC is a member public agency of Metropolitan and a wholesale water provider with a service area that includes lands overlying the Orange County Groundwater Basin, a large groundwater basin located in Northern and Central Orange County. MWDOC was created under the Municipal Water District Law of 1911. Cal. Wat. Code, §§ 71000 et seq.
- c. Metropolitan, MWDOC and the Orange County Water District have entered into an agreement dated August 10, 2017 (“MWDOC-Metropolitan Cyclic Agreement”) that provides for the delivery of water by Metropolitan to MWDOC in advance of demand for the water by MWDOC through a cyclic account (“MWDOC-Metropolitan Cyclic Account”).
- d. Through this Agreement, the Parties intend to provide for a means of delivering water from Metropolitan into the MWDOC-Metropolitan Cyclic Account.

Section 2. Designated In-Lieu Treated Deliveries.

Metropolitan’s General Manager has determined that water supply conditions are such that Metropolitan may not be able to capture all available supplies efficiently in available storage. Given the recent SWP allocation increase to 75 percent, uncertainties due to increased Article 21 and Colorado River supplies, and continued lower demands, supplies available for storage in 2019 may exceed Metropolitan’s ability to store in CY 2019. Accordingly, Metropolitan agrees to pre-deliver treated water to MWDOC to assist Metropolitan in managing its water resources. MWDOC agrees to take treated water from Metropolitan pursuant to this Agreement for delivery into the MWDOC- Metropolitan Cyclic account in the Orange County Groundwater Basin through in-lieu means (In-Lieu Treated Deliveries).

The amount, location, and timing of the delivery schedule, along with an operating plan, will be mutually agreed upon prior to delivery by Metropolitan pursuant to a purchase agreement. The actual amount of in-lieu deliveries credited by Metropolitan may be higher or lower based on operational conditions and the *In-Lieu Treated Deliveries Certification Procedures* referenced in Section 8. In-Lieu Treated Deliveries will be made upon Metropolitan’s written request and MWDOC’s written acceptance of additional treated water

Agreement  
Between Metropolitan Water District of Southern California  
Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

deliveries. MWDOC represents and warrants that In-Lieu Treated Deliveries are in addition to its projected full-service deliveries (treated or untreated), which would normally occur without this agreement.

MWDOC represents and warrants that an amount equivalent to the In-Lieu Treated Deliveries will be credited to Metropolitan as stored water in the Orange County Basin, pursuant to an intentional reduction in groundwater production by MWDOC, certified and reconciled according to Section 8, until such time as the water is purchased by MWDOC pursuant to the terms of the MWDOC-Metropolitan Cyclic Agreement and Section 9 of this Agreement.

Section 3. Term.

This Agreement shall be effective until July 1, 2027, or until the termination of the MWDOC-Metropolitan Cyclic Agreement, and is applicable only to In-Lieu Treated Deliveries, as certified and reconciled according to Section 8. Metropolitan, at its sole discretion, can interrupt the program by providing 15 days' notice to MWDOC.

Pursuant to the Board's action on April 10, 2019, Metropolitan's General Manager may make a determination regarding water supply conditions and Metropolitan's ability to capture all available supplies at any time during the term of this Agreement. When such determination is made and MWDOC agrees to accept water pursuant to this Agreement, the Parties will enter into a purchase agreement in accordance with Section 2.

Section 4. Treatment Surcharge Payment.

MWDOC agrees to pay Metropolitan the Treatment Surcharge effective at the time of the In-Lieu Treated Delivery, which for calendar year 2019 is \$319 per acre-foot and in calendar year 2020 is \$323 per acre-foot.

Section 5. Cost-offset Credit Term.

In exchange for MWDOC's acceptance of In-Lieu Treated Deliveries, Metropolitan agrees to pay MWDOC a cost-offset credit of up to \$225 per acre-foot, as determined by Metropolitan pursuant to Section 6. On January 1<sup>st</sup> of 2020, and every following January 1<sup>st</sup>, the maximum \$225 per acre-foot amount will be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim All Items (CPI-W) calculated as the November Prior Year/November 2018 CPI-W increase rounded to the nearest dollar. For example, if the November 2019 CPI-W was 269.005 and the November 2018 CPI-W was 259.064, then the increase for January 1, 2020 would be 3.84% or up to \$234 per acre-foot.

Section 6. Determination of Cost-offset Credit Term.

Metropolitan, at its sole discretion, will determine the Cost-offset Credit Term. Metropolitan will make such determination based on an estimate of costs incurred by MWDOC as a result of taking in-lieu delivery of additional treated water at Metropolitan's request that

Agreement  
Between Metropolitan Water District of Southern California  
Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

MWDOC would not otherwise have taken, minus the costs that MWDOC would have incurred if it produced an equivalent amount of water from the Orange County Groundwater Basin. MWDOC will submit its avoided cost estimates to Metropolitan, which Metropolitan will review in addition to historical production cost estimates. In 2019, the cost-offset credit term is \$\_\_\_\_\_ per acre-foot.

MWDOC may, at any time prior to reconciliation and certification described in Section 8, request a redetermination of the Cost-Offset Credit Term, by submitting documentation that its groundwater production costs have changed. Metropolitan shall, in its sole discretion, change the Cost-Offset Credit Term upon review of any such additional documentation and confirmation of changes in costs.

Section 7. Billing Procedures.

Metropolitan will bill MWDOC the Treatment Surcharge in effect at the time MWDOC certifies the In-Lieu Treated Deliveries, in the same manner as Metropolitan bills MWDOC for all other water sales. Metropolitan will pay MWDOC the Cost-Offset Credit Term for In-Lieu Treated Deliveries by applying a credit to MWDOC's meter invoiced amounts, which credit is subject to the certification and reconciliation process described in Section 8.

Section 8. Certification of In-Lieu Treated Deliveries.

MWDOC shall submit monthly certifications of In-Lieu Treated Deliveries pursuant to this Agreement consistent with Metropolitan's Administrative Code, sections 4506 to 4507. Such certifications will be made pursuant to the *In-Lieu Treated Deliveries Certification Procedures*, attached hereto and incorporated herein as Attachment 1. On a monthly basis Metropolitan will review these certifications for conformance with the operating plans submitted pursuant to the *In-Lieu Treated Deliveries Certification Procedures*. Metropolitan will process certifications of these deliveries made pursuant to this Agreement in accordance with the agreed-upon operating plan in order to ensure in-lieu deliveries were made in addition to normal Full-Service deliveries and as a result of actions to reduce groundwater pumping.

Metropolitan will void any credits given for water deliveries that Metropolitan is unable to determine that are qualifying In-Lieu Treated Deliveries under this Agreement, which will result in an equivalent charge to MWDOC's water invoice plus the applicable untreated Full-Service rates and charges. The total amount of all voided credits shall be billed in the next month following the end-of-year reconciliation.

Section 9. Purchase of Water Out of Cyclic Account.

MWDOC agrees to purchase the In-Lieu Treated Deliveries out of the Cyclic account according to the signed purchase agreement. Billing and payment procedures shall be the same as other purchases from the Cyclic account.

Agreement  
Between Metropolitan Water District of Southern California  
Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Approved as to form:

Municipal Water District of Orange County

By: \_\_\_\_\_  
Joseph Byrne  
General Counsel

By: \_\_\_\_\_  
Robert Hunter  
General Manager

Approved as to form:

The Metropolitan Water District  
of Southern California

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager



**Agreement**  
**Between Metropolitan Water District of Southern California**  
**City of Anaheim, and Municipal Water District of Orange County**  
**for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account**

This Agreement is made as of August 1, 2019, by and between the METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan”), a public agency of the State of California, the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“MWDOC”), a public agency of the State of California, and the CITY OF ANAHEIM (“City”), a California municipal corporation (collectively, the “Parties”).

**Section 1. Purpose of Agreement**

- a. Metropolitan is a wholesale provider to its 26 member agencies, created under The Metropolitan Water District Act (“MWD Act”). Wat. Code appen., §§ 109-25, 109-130.
- b. MWDOC is a member public agency of Metropolitan and a wholesale water provider with a service area that includes lands overlying the Orange County Groundwater Basin, a large groundwater basin located in Northern and Central Orange County. MWDOC was created under the Municipal Water District Law of 1911. Cal. Wat. Code, §§ 71000 et seq.
- c. City is a member public agency of Metropolitan. City is located in northern and northeastern Orange County, and a large percentage of its jurisdictional area lies over the Orange County Groundwater Basin.
- d. Metropolitan, MWDOC and the Orange County Water District have entered into an agreement dated August 10, 2017 (“MWDOC-Metropolitan Cyclic Agreement”) that provides for the delivery of water by Metropolitan to MWDOC in advance of demand for the water by MWDOC through a cyclic account (“MWDOC-Metropolitan Cyclic Account”).
- e. Through this Agreement, the Parties intend to provide for a means of delivering water from Metropolitan through City into the MWDOC-Metropolitan Cyclic Account.

**Section 2. Designated In-Lieu Treated Deliveries.**

Metropolitan’s General Manager has determined that water supply conditions are such that Metropolitan may not be able to capture all available supplies efficiently in available storage. Given the recent SWP allocation increase to 75 percent, uncertainties due to increased Article 21 and Colorado River supplies, and continued lower demands, supplies available for storage in 2019 may exceed Metropolitan’s ability to store in CY 2019. Accordingly, Metropolitan agrees to pre-deliver treated water to the City to assist Metropolitan in managing its water resources. The City agrees to take treated water from Metropolitan pursuant to this Agreement for delivery into the MWDOC- Metropolitan Cyclic account in the Orange County Groundwater Basin through in-lieu means (In-Lieu Treated Deliveries).

Agreement  
Between Metropolitan Water District of Southern California  
City of Anaheim, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

The amount, location, and timing of the delivery schedule, along with an operating plan, will be mutually agreed upon prior to delivery by Metropolitan pursuant to a purchase agreement. The actual amount of in-lieu deliveries credited by Metropolitan may be higher or lower based on operational conditions and the *In-Lieu Treated Deliveries Certification Procedures* referenced in Section 8. In-Lieu Treated Deliveries will be made upon Metropolitan's written request and City's and MWDOC's written acceptance of additional treated water deliveries. The City represents and warrants that In-Lieu Treated Deliveries are in addition to its projected full-service deliveries (treated or untreated), which would normally occur without this agreement.

MWDOC represents and warrants that an amount equivalent to the In-Lieu Treated Deliveries will be credited to Metropolitan as stored water in the Orange County Basin, pursuant to an intentional reduction in groundwater production by the City, certified and reconciled according to Section 8, until such time as the water is purchased by MWDOC pursuant to the terms of the MWDOC-Metropolitan Cyclic Agreement and Section 9 of this Agreement.

Section 3. Term.

This Agreement shall be effective until July 1, 2027, or until the termination of the MWDOC-Metropolitan Cyclic Agreement, and is applicable only to In-Lieu Treated Deliveries, as certified and reconciled according to Section 8. Metropolitan, at its sole discretion, can interrupt the program by providing 15 days' notice to the City and MWDOC.

Pursuant to the Board's action on April 10, 2019, Metropolitan's General Manager may make a determination regarding water supply conditions and Metropolitan's ability to capture all available supplies at any time during the term of this Agreement. When such determination is made and MWDOC and City agree to accept water pursuant to this Agreement, the Parties will enter into a purchase agreement in accordance with Section 2.

Section 4. Treatment Surcharge Payment.

The City agrees to pay Metropolitan the Treatment Surcharge effective at the time of the In-Lieu Treated Delivery, which for calendar year 2019 is \$319 per acre-foot and in calendar year 2020 is \$323 per acre-foot.

Section 5. Cost-offset Credit Term.

In exchange for the City's acceptance of In-Lieu Treated Deliveries, Metropolitan agrees to pay the City a cost-offset credit of up to \$225 per acre-foot, as determined by Metropolitan pursuant to Section 6. On January 1<sup>st</sup> of 2020, and every following January 1<sup>st</sup>, the maximum \$225 per acre-foot amount will be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim All Items (CPI-W) calculated as the November Prior Year/November 2018 CPI-W increase rounded to the nearest dollar. For example, if the November 2019 CPI-W was 269.005 and the November 2018 CPI-W was 259.064, then the increase for January 1, 2020 would be 3.84% or up to \$234 per acre-foot.

Agreement  
Between Metropolitan Water District of Southern California  
City of Anaheim, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Section 6. Determination of Cost-offset Credit Term.

Metropolitan, at its sole discretion, will determine the Cost-offset Credit Term. Metropolitan will make such determination based on an estimate of costs incurred by the City as a result of taking in-lieu delivery of additional treated water at Metropolitan's request that the City would not otherwise have taken, minus the costs that the City would have incurred if it produced an equivalent amount of water from the Orange County Groundwater Basin. The City will submit its avoided cost estimates to Metropolitan, which Metropolitan will review in addition to historical production cost estimates. In 2019, the cost-offset credit term is \$\_\_\_\_\_ per acre-foot.

The City may, at any time prior to reconciliation and certification described in Section 8, request a redetermination of the Cost-Offset Credit Term, by submitting documentation that its groundwater production costs have changed. Metropolitan shall, in its sole discretion, change the Cost-Offset Credit Term upon review of any such additional documentation and confirmation of changes in costs.

Section 7. Billing Procedures.

Metropolitan will bill the City the Treatment Surcharge in effect at the time the City certifies the In-Lieu Treated Deliveries, in the same manner as Metropolitan bills the City for all other water sales. Metropolitan will pay the City the Cost-Offset Credit Term for In-Lieu Treated Deliveries by applying a credit to the City's meter invoiced amounts, which credit is subject to the certification and reconciliation process described in Section 8.

Section 8. Certification of In-Lieu Treated Deliveries.

The City shall submit monthly certifications of In-Lieu Treated Deliveries pursuant to this Agreement consistent with Metropolitan's Administrative Code, sections 4506 to 4507. Such certifications will be made pursuant to the *In-Lieu Treated Deliveries Certification Procedures*, attached hereto and incorporated herein as Attachment 1. On a monthly basis Metropolitan will review these certifications for conformance with the operating plans submitted pursuant to the *In-Lieu Treated Deliveries Certification Procedures*. Metropolitan will process certifications of these deliveries made pursuant to this Agreement in accordance with the agreed-upon operating plan in order to ensure in-lieu deliveries were made in addition to normal Full-Service deliveries and as a result of actions to reduce groundwater pumping.

Metropolitan will void any credits given for water deliveries that Metropolitan is unable to determine that are qualifying In-Lieu Treated Deliveries under this Agreement, which will result in an equivalent charge to the City's water invoice plus the applicable untreated Full-Service rates and charges. The total amount of all voided credits shall be billed in the next month following the end-of-year reconciliation.

Section 9. Purchase of Water Out of Cyclic Account.

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

Agreement  
Between Metropolitan Water District of Southern California  
City of Anaheim, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Approved as to form:

The Metropolitan Water District  
of Southern California

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

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

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

**Agreement**  
**Between Metropolitan Water District of Southern California**  
**City of Fullerton, and Municipal Water District of Orange County**  
**for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account**

This Agreement is made as of August 1, 2019, by and between the METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan”), a public agency of the State of California, the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“MWDOC”), a public agency of the State of California, and the CITY OF FULLERTON (“City”), a California municipal corporation (collectively, the “Parties”).

**Section 1. Purpose of Agreement**

- a. Metropolitan is a wholesale provider to its 26 member agencies, created under The Metropolitan Water District Act (“MWD Act”). Wat. Code appen., §§ 109-25, 109-130.
- b. MWDOC is a member public agency of Metropolitan and a wholesale water provider with a service area that includes lands overlying the Orange County Groundwater Basin, a large groundwater basin located in Northern and Central Orange County. MWDOC was created under the Municipal Water District Law of 1911. Cal. Wat. Code, §§ 71000 et seq.
- c. City is a member public agency of Metropolitan. City is located in northern and northeastern Orange County, and a large percentage of its jurisdictional area lies over the Orange County Groundwater Basin.
- d. Metropolitan, MWDOC and the Orange County Water District have entered into an agreement dated August 10, 2017 (“MWDOC-Metropolitan Cyclic Agreement”) that provides for the delivery of water by Metropolitan to MWDOC in advance of demand for the water by MWDOC through a cyclic account (“MWDOC-Metropolitan Cyclic Account”).
- e. Through this Agreement, the Parties intend to provide for a means of delivering water from Metropolitan through City into the MWDOC-Metropolitan Cyclic Account.

**Section 2. Designated In-Lieu Treated Deliveries.**

Metropolitan’s General Manager has determined that water supply conditions are such that Metropolitan may not be able to capture all available supplies efficiently in available storage. Given the recent SWP allocation increase to 75 percent, uncertainties due to increased Article 21 and Colorado River supplies, and continued lower demands, supplies available for storage in 2019 may exceed Metropolitan’s ability to store in CY 2019. Accordingly, Metropolitan agrees to pre-deliver treated water to the City to assist Metropolitan in managing its water resources. The City agrees to take treated water from Metropolitan pursuant to this Agreement for delivery into the MWDOC- Metropolitan Cyclic account in the Orange County Groundwater Basin through in-lieu means (In-Lieu Treated Deliveries).

Agreement  
Between Metropolitan Water District of Southern California  
City of Fullerton, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

The amount, location, and timing of the delivery schedule, along with an operating plan, will be mutually agreed upon prior to delivery by Metropolitan pursuant to a purchase agreement. The actual amount of in-lieu deliveries credited by Metropolitan may be higher or lower based on operational conditions and the *In-Lieu Treated Deliveries Certification Procedures* referenced in Section 8. In-Lieu Treated Deliveries will be made upon Metropolitan's written request and City's and MWDOC's written acceptance of additional treated water deliveries. The City represents and warrants that In-Lieu Treated Deliveries are in addition to its projected full-service deliveries (treated or untreated), which would normally occur without this agreement.

MWDOC represents and warrants that an amount equivalent to the In-Lieu Treated Deliveries will be credited to Metropolitan as stored water in the Orange County Basin, pursuant to an intentional reduction in groundwater production by the City, certified and reconciled according to Section 8, until such time as the water is purchased by MWDOC pursuant to the terms of the MWDOC-Metropolitan Cyclic Agreement and Section 9 of this Agreement.

Section 3. Term.

This Agreement shall be effective until July 1, 2027, or until the termination of the MWDOC-Metropolitan Cyclic Agreement, and is applicable only to In-Lieu Treated Deliveries, as certified and reconciled according to Section 8. Metropolitan, at its sole discretion, can interrupt the program by providing 15 days' notice to the City and MWDOC.

Pursuant to the Board's action on April 10, 2019, Metropolitan's General Manager may make a determination regarding water supply conditions and Metropolitan's ability to capture all available supplies at any time during the term of this Agreement. When such determination is made and MWDOC and City agree to accept water pursuant to this Agreement, the Parties will enter into a purchase agreement in accordance with Section 2.

Section 4. Treatment Surcharge Payment.

The City agrees to pay Metropolitan the Treatment Surcharge effective at the time of the In-Lieu Treated Delivery, which for calendar year 2019 is \$319 per acre-foot and in calendar year 2020 is \$323 per acre-foot.

Section 5. Cost-offset Credit Term.

In exchange for the City's acceptance of In-Lieu Treated Deliveries, Metropolitan agrees to pay the City a cost-offset credit of up to \$225 per acre-foot, as determined by Metropolitan pursuant to Section 6. On January 1<sup>st</sup> of 2020, and every following January 1<sup>st</sup>, the maximum \$225 per acre-foot amount will be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim All Items (CPI-W) calculated as the November Prior Year/November 2018 CPI-W increase rounded to the nearest dollar. For example, if the November 2019 CPI-W was 269.005 and the November 2018 CPI-W was 259.064, then the increase for January 1, 2020 would be 3.84% or up to \$234 per acre-foot.

Agreement  
Between Metropolitan Water District of Southern California  
City of Fullerton, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Section 6. Determination of Cost-offset Credit Term.

Metropolitan, at its sole discretion, will determine the Cost-offset Credit Term. Metropolitan will make such determination based on an estimate of costs incurred by the City as a result of taking in-lieu delivery of additional treated water at Metropolitan's request that the City would not otherwise have taken, minus the costs that the City would have incurred if it produced an equivalent amount of water from the Orange County Groundwater Basin. The City will submit its avoided cost estimates to Metropolitan, which Metropolitan will review in addition to historical production cost estimates. In 2019, the cost-offset credit term is \$\_\_\_\_\_ per acre-foot.

The City may, at any time prior to reconciliation and certification described in Section 8, request a redetermination of the Cost-Offset Credit Term, by submitting documentation that its groundwater production costs have changed. Metropolitan shall, in its sole discretion, change the Cost-Offset Credit Term upon review of any such additional documentation and confirmation of changes in costs.

Section 7. Billing Procedures.

Metropolitan will bill the City the Treatment Surcharge in effect at the time the City certifies the In-Lieu Treated Deliveries, in the same manner as Metropolitan bills the City for all other water sales. Metropolitan will pay the City the Cost-Offset Credit Term for In-Lieu Treated Deliveries by applying a credit to the City's meter invoiced amounts, which credit is subject to the certification and reconciliation process described in Section 8.

Section 8. Certification of In-Lieu Treated Deliveries.

The City shall submit monthly certifications of In-Lieu Treated Deliveries pursuant to this Agreement consistent with Metropolitan's Administrative Code, sections 4506 to 4507. Such certifications will be made pursuant to the *In-Lieu Treated Deliveries Certification Procedures*, attached hereto and incorporated herein as Attachment 1. On a monthly basis Metropolitan will review these certifications for conformance with the operating plans submitted pursuant to the *In-Lieu Treated Deliveries Certification Procedures*. Metropolitan will process certifications of these deliveries made pursuant to this Agreement in accordance with the agreed-upon operating plan in order to ensure in-lieu deliveries were made in addition to normal Full-Service deliveries and as a result of actions to reduce groundwater pumping.

Metropolitan will void any credits given for water deliveries that Metropolitan is unable to determine that are qualifying In-Lieu Treated Deliveries under this Agreement, which will result in an equivalent charge to the City's water invoice plus the applicable untreated Full-Service rates and charges. The total amount of all voided credits shall be billed in the next month following the end-of-year reconciliation.



Agreement  
Between Metropolitan Water District of Southern California  
City of Fullerton, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Section 9. Purchase of Water Out of Cyclic Account.

MWDOC agrees to purchase the In-Lieu Treated Deliveries out of the Cyclic account according to the signed purchase agreement. Billing and payment procedures shall be the same as other purchases from the Cyclic account.

Approved as to form:

Municipal Water District of Orange County

By: \_\_\_\_\_  
Joseph Byrne  
Legal Counsel

By: \_\_\_\_\_  
Robert Hunter  
General Manager

Approved as to form:

City of Fullerton

By: \_\_\_\_\_  
Richard D. Jones  
City Attorney

By: \_\_\_\_\_  
Donald K. Hoppe  
Public Works Director

Approved as to form:

The Metropolitan Water District  
of Southern California

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Agreement  
Between Metropolitan Water District of Southern California  
City of Santa Ana, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

This Agreement is made as of August 1, 2019, by and between the METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan”), a public agency of the State of California, the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“MWDOC”), a public agency of the State of California, and the CITY OF SANTA ANA (“City”), a California municipal corporation (collectively, the “Parties”).

Section 1. Purpose of Agreement

- a. Metropolitan is a wholesale provider to its 26 member agencies, created under The Metropolitan Water District Act (“MWD Act”). Wat. Code appen., §§ 109-25, 109-130.
- b. MWDOC is a member public agency of Metropolitan and a wholesale water provider with a service area that includes lands overlying the Orange County Groundwater Basin, a large groundwater basin located in Northern and Central Orange County. MWDOC was created under the Municipal Water District Law of 1911. Cal. Wat. Code, §§ 71000 et seq.
- c. City is a member public agency of Metropolitan and a retail water provider with a service area overlying the over the Orange County Groundwater Basin.
- d. Metropolitan, MWDOC and the Orange County Water District have entered into an agreement dated August 10, 2017 (“MWDOC-Metropolitan Cyclic Agreement”) that provides for the delivery of water by Metropolitan to MWDOC in advance of demand for the water by MWDOC through a cyclic account (“MWDOC-Metropolitan Cyclic Account”).
- e. Through this Agreement, the Parties intend to provide for a means of delivering water from Metropolitan through City into the MWDOC-Metropolitan Cyclic Account.

Section 2. Designated In-Lieu Treated Deliveries.

Metropolitan’s General Manager has determined that water supply conditions are such that Metropolitan may not be able to capture all available supplies efficiently in available storage. Given the recent SWP allocation increase to 75 percent, uncertainties due to increased Article 21 and Colorado River supplies, and continued lower demands, supplies available for storage in 2019 may exceed Metropolitan’s ability to store in CY 2019. Accordingly, Metropolitan agrees to pre-deliver treated water to the City to assist Metropolitan in managing its water resources. The City agrees to take treated water from Metropolitan pursuant to this Agreement for delivery into the MWDOC- Metropolitan Cyclic account in the Orange County Groundwater Basin through in-lieu means (In-Lieu Treated Deliveries).

The amount, location, and timing of the delivery schedule, along with an operating plan, will be mutually agreed upon prior to delivery by Metropolitan pursuant to a purchase

Agreement  
Between Metropolitan Water District of Southern California  
City of Santa Ana, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

agreement. The actual amount of in-lieu deliveries credited by Metropolitan may be higher or lower based on operational conditions and the *In-Lieu Treated Deliveries Certification Procedures* referenced in Section 8. In-Lieu Treated Deliveries will be made upon Metropolitan's written request and City's and MWDOC's written acceptance of additional treated water deliveries. The City represents and warrants that In-Lieu Treated Deliveries are in addition to its projected full-service deliveries (treated or untreated), which would normally occur without this agreement.

MWDOC represents and warrants that an amount equivalent to the In-Lieu Treated Deliveries will be credited to Metropolitan as stored water in the Orange County Basin, pursuant to an intentional reduction in groundwater production by the City, certified and reconciled according to Section 8, until such time as the water is purchased by MWDOC pursuant to the terms of the MWDOC-Metropolitan Cyclic Agreement and Section 9 of this Agreement.

Section 3. Term.

This Agreement shall be effective until July 1, 2027, or until the termination of the MWDOC-Metropolitan Cyclic Agreement, and is applicable only to In-Lieu Treated Deliveries, as certified and reconciled according to Section 8. Metropolitan, at its sole discretion, can interrupt the program by providing 15 days' notice to the City and MWDOC.

Pursuant to the Board's action on April 10, 2019, Metropolitan's General Manager may make a determination regarding water supply conditions and Metropolitan's ability to capture all available supplies at any time during the term of this Agreement. When such determination is made and MWDOC and City agree to accept water pursuant to this Agreement, the Parties will enter into a purchase agreement in accordance with Section 2.

Section 4. Treatment Surcharge Payment.

The City agrees to pay Metropolitan the Treatment Surcharge effective at the time of the In-Lieu Treated Delivery, which for calendar year 2019 is \$319 per acre-foot and in calendar year 2020 is \$323 per acre-foot.

Section 5. Cost-offset Credit Term.

In exchange for the City's acceptance of In-Lieu Treated Deliveries, Metropolitan agrees to pay the City a cost-offset credit of up to \$225 per acre-foot, as determined by Metropolitan pursuant to Section 6. On January 1<sup>st</sup> of 2020, and every following January 1<sup>st</sup>, the maximum \$225 per acre-foot amount will be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Long Beach-Anaheim All Items (CPI-W) calculated as the November Prior Year/November 2018 CPI-W increase rounded to the nearest dollar. For example, if the November 2019 CPI-W was 269.005 and the November 2018 CPI-W was 259.064, then the increase for January 1, 2020 would be 3.84% or up to \$234 per acre-foot.

Agreement  
Between Metropolitan Water District of Southern California  
City of Santa Ana, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Section 6. Determination of Cost-offset Credit Term.

Metropolitan, at its sole discretion, will determine the Cost-offset Credit Term. Metropolitan will make such determination based on an estimate of costs incurred by the City as a result of taking in-lieu delivery of additional treated water at Metropolitan's request that the City would not otherwise have taken, minus the costs that the City would have incurred if it produced an equivalent amount of water from the Orange County Groundwater Basin. The City will submit its avoided cost estimates to Metropolitan, which Metropolitan will review in addition to historical production cost estimates. In 2019, the cost-offset credit term is \$\_\_\_\_\_ per acre-foot.

The City may, at any time prior to reconciliation and certification described in Section 8, request a redetermination of the Cost-Offset Credit Term, by submitting documentation that its groundwater production costs have changed. Metropolitan shall, in its sole discretion, change the Cost-Offset Credit Term upon review of any such additional documentation and confirmation of changes in costs.

Section 7. Billing Procedures.

Metropolitan will bill the City the Treatment Surcharge in effect at the time the City certifies the In-Lieu Treated Deliveries, in the same manner as Metropolitan bills the City for all other water sales. Metropolitan will pay the City the Cost-Offset Credit Term for In-Lieu Treated Deliveries by applying a credit to the City's meter invoiced amounts, which credit is subject to the certification and reconciliation process described in Section 8.

Section 8. Certification of In-Lieu Treated Deliveries.

The City shall submit monthly certifications of In-Lieu Treated Deliveries pursuant to this Agreement consistent with Metropolitan's Administrative Code, sections 4506 to 4507. Such certifications will be made pursuant to the *In-Lieu Treated Deliveries Certification Procedures*, attached hereto and incorporated herein as Attachment 1. On a monthly basis Metropolitan will review these certifications for conformance with the operating plans submitted pursuant to the *In-Lieu Treated Deliveries Certification Procedures*. Metropolitan will process certifications of these deliveries made pursuant to this Agreement in accordance with the agreed-upon operating plan in order to ensure in-lieu deliveries were made in addition to normal Full-Service deliveries and as a result of actions to reduce groundwater pumping.

Metropolitan will void any credits given for water deliveries that Metropolitan is unable to determine that are qualifying In-Lieu Treated Deliveries under this Agreement, which will result in an equivalent charge to the City's water invoice plus the applicable untreated Full-Service rates and charges. The total amount of all voided credits shall be billed in the next month following the end-of-year reconciliation.

Agreement  
Between Metropolitan Water District of Southern California  
City of Santa Ana, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

Section 9. Purchase of Water Out of Cyclic Account.

MWDOC agrees to purchase the In-Lieu Treated Deliveries out of the Cyclic account according to the signed purchase agreement. Billing and payment procedures shall be the same as other purchases from the Cyclic account.

Approved as to form:

Municipal Water District of Orange County

By: \_\_\_\_\_  
Joseph Byrne  
General Counsel

By: \_\_\_\_\_  
Robert Hunter  
General Manager

Approved as to form:  
Sonia R. Carvalho, City Attorney

City of Santa Ana

By: \_\_\_\_\_  
John M. Funk  
Assistant City Attorney

By: \_\_\_\_\_  
Kristine Ridge  
City Manager

Attest:

By: \_\_\_\_\_  
Daisy Gomez  
Clerk of the City Council

By: \_\_\_\_\_  
Faud S. Sweiss  
Executive Director, Public Works Agency

Approved as to form:

The Metropolitan Water District  
of Southern California

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Agreement  
Between Metropolitan Water District of Southern California  
City of Santa Ana, and Municipal Water District of Orange County  
for In-Lieu Treated Deliveries to MWDOC-Metropolitan Cyclic Account

**CONSENT CALENDAR ITEM**

August 21, 2019

**TO:** Board of Directors**FROM:** **Administration & Finance Committee**  
(Directors Thomas, Finnegan, McVicker)Robert J. Hunter  
General ManagerStaff Contact: J. Berg, Director of WUE  
R. Davis, WUE Analyst II**SUBJECT:** **Vehicle Purchase for Water Loss Control Staff****STAFF RECOMMENDATION**

---

It is recommended that the Board of Directors authorize the General Manager to purchase the Chevrolet Silverado 2500 and Dodge Ram ProMaster City Tradesman vehicles for a combined cost of \$75,407.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**SUMMARY**

---

Staff initiated offering Water Loss Control Shared Services to member agencies in Fiscal Year 2019-20. This includes hiring two staff to provide shared services and the purchase of two vehicles to aid staff in performing their work duties. Water Loss Control staff started work on August 15, 2019. The purpose of this Action Item is to obtain Board authorization to purchase two vehicles for use by Water Loss Control Staff.

**DETAILED REPORT**

---

Staff developed vehicle specifications containing the necessary features. These specifications were delivered to 27 dealerships in southern California on July 15, 2019. Eighteen of those dealerships were located within Orange County. This process resulted in five vehicle quotes from three dealerships including Fritts Ford of Riverside, Riverside

<b>Budgeted (Y/N):</b> Yes	Budgeted amount: \$70,180.00	Core ____	Choice <u>X</u>
<b>Action item amount: \$75,407</b>	Line item: 70-8810		
<b>Fiscal Impact (explain if unbudgeted):</b> Quotes received exceeded budgeted funds by \$5,227(Action amount \$75,407 – budgeted funds of \$70,180 = \$5,227). This additional expenditure will be recovered from agencies accessing Water Loss Control Shared Services through the rates they pay for those services over a five year period beginning in FY 20-21.			

Chevrolet and Jeep, Chrysler, Dodge Ram, Fiat of Ontario. A summary of these quotes is provided in Table 1.

The vehicle specification, provided as Attachment A, included two color white vehicles with applicable safety and security features. For efficiency and function, staff attempted to match the vehicle type to the work activities of each staff person. A summary of the proposed vehicles is provided below:

1. Small Utility Van – for the Leak Detection Technician:
  - a. Smaller size vehicle that is economical and easy to drive
  - b. Provides secure storage for tools and equipment
  - c. Includes appropriate safety lighting for traffic control activities
  - d. Bluetooth cell phone connectivity
  - e. Includes electronic equipment charging for laptops/tablets/cell phones
2. Utility Truck – for the Water Loss Control Programs Supervisor:
  - a. Larger vehicle capable of limited towing the Districts Back-up Generator System (BUGS)
  - b. Provides secure storage for tools and equipment
  - c. Includes appropriate safety lighting for traffic control activities
  - d. Bluetooth cell phone connectivity
  - e. Includes electronic equipment charging for laptops/tablets/cell phones
  - f. Can accommodate a mobile large water meter accuracy testing platform when and if that shared service is performed by MWD OC staff.

<b>Table 1</b>					
<b>Utility Truck</b>					
<b>Make</b>	<b>Model</b>	<b>Model Year</b>	<b>Vehicle Class</b>	<b>Estimated Delivery</b>	<b>Vehicle Price*</b>
Chevrolet	<b>Silverado 2500</b>	2019	3/4 Ton Pickup	September-19	\$ <b>46,673.00</b>
Dodge Ram	1500	2019	3/4 Ton Pickup	September-19	\$ 46,720.00
Ford	F250	2019	3/4 Ton Pickup	April-20	\$ 44,987.00
<b>Utility Van</b>					
<b>Make</b>	<b>Model</b>	<b>Model Year</b>	<b>Vehicle Class</b>	<b>Estimated Delivery</b>	<b>Vehicle Price*</b>
Dodge Ram	<b>ProMaster City Tradesman</b>	2019	Light Cargo Van	September-19	\$ <b>28,734.00</b>
Ford	Transit Connect XL	2020	Light Cargo Van	March-20	\$ 35,920.00
* Includes Tax and Delivery					

Both vehicles include standard 3 year, 36,000 mile Basic Limited Warranty and the 5-year 100,000-mile Fleet Powertrain warranties.

As part of the vehicle selection process, staff reviewed a variety of vehicle reliability ratings including Consumer Reports, Edmonds, J.D. Powers and Trucks.com. In most cases, the vehicles staff are recommending rank in the top two or three in their vehicle classes.

**Staff recommends the Chevrolet Silverado 2500 and Dodge Ram ProMaster City Tradesman for a combined cost of \$75,407 based on their availability for delivery in**



**September 2019, competitive pricing, comparable manufacturer warranties and competitive vehicle reliability ratings.**

If the Board authorizes the vehicle purchase at the August 21<sup>st</sup> meeting, staff will process a purchase requisition which will allow for an estimated delivery date of September 18, 2019.

Other related items for Board information includes:

- Staff is preparing to mount district logos on the front doors of each vehicle. The full color logo with the district name spelled out will be used. This will be completed soon after delivery of the vehicles.
- Staff is in the process of developing a Vehicle Use Policy. This draft policy is included in the Personnel Manual which will be reviewed/discussed by the Administration and Finance Committee at their August 14, 2019; with anticipated Board adoption in September.
- Once the Board authorizes the vehicle purchase including make and model, staff will obtain automobile insurance through ACWA JPIA.
- Staff is currently in the process of evaluating options for fueling district vehicles. Options currently under consideration include but are not limited to an account with Orange County Sanitation District, district credit card, or fueling account at a local gas station. Whatever option is chosen, appropriate controls will be put in place to ensure accountability for fueling expenditures.

## **BOARD OPTIONS**

---

**Option #1 -** Authorize the General Manager to purchase the Chevrolet Silverado 2500 and Dodge Ram ProMaster City Tradesman vehicles for a combined cost of \$75,407.

**Fiscal Impact:** Quotes received exceeded budgeted funds by \$5,227 (Action amount of \$75,407 less budgeted funds of \$70,180 is \$5,227). This additional expenditure will be recovered from agencies accessing Water Loss Control Shared Services through the rates they pay for those services over a five year period beginning in FY 20-21.

**Business Analysis:** The purchase of these vehicles will allow staff to provide Water Loss Control Shared Services to member agencies and the three-cities.

**Option #2 –** Decline the proposed vehicle purchase and provide staff direction to secure alternate transportation for Water Loss Control Staff.

**Fiscal Impact:** Not known at this time.

**Business Analysis:** Without vehicles for Water Loss Control staff, the ability to provide timely Water Loss Control Shared Services is compromised.

## **STAFF RECOMMENDATION**

---

### **Option #1**



**Bid Specifications**

**For**

**One (1) Three-Quarter-Ton Pickup Truck**

**And**

**One (1) Cargo Van**

**July, 2019**

## Contents

<b>I.</b>	<b>NOTICE INVITING BIDS .....</b>	<b>1</b>
<b>II.</b>	<b>Item 1. Three-Quarter-Ton Extended Cab Pick-up Truck.....</b>	<b>2</b>
<b>III.</b>	<b>Item 2. Cargo Van.....</b>	<b>8</b>
<b>IV.</b>	<b>Additional Requirements.....</b>	<b>12</b>
a.	MANUALS .....	12
b.	DATA REQUIRED OF BIDDER.....	12
c.	STATE OF CALIFORNIA VEHICLE REGISTRATION .....	12
d.	REFERENCES .....	12
e.	WARRANTY .....	12
f.	OPTIONAL EXTENDED WARRANTY .....	13
g.	WARRANTY REPAIR (COMPLETION) SCHEDULE .....	13
h.	SERVICING.....	13
i.	INSPECTION.....	14
j.	DEVIATIONS.....	14
k.	DELIVERY .....	14
l.	LIQUIDATED DAMAGES .....	15
m.	PAYMENT .....	15
n.	OUT OF STATE CONTRACTORS.....	15
o.	SALES TAX.....	15
<b>V.</b>	<b>ATTACHMENT A.....</b>	<b>16</b>
<b>VI.</b>	<b>ATTACHMENT B.....</b>	<b>17</b>
	<b>BID FORM SECTION.....</b>	<b>17</b>
<b>VII.</b>	<b>ATTACHMENT C.....</b>	<b>23</b>
	<b>STANDARD PURCHASE AGREEMENT .....</b>	<b>23</b>

## I. NOTICE INVITING BIDS

Bids are invited by the Municipal Water District of Orange County (MWDOC) to furnish and deliver **One Heavy Duty Three-Quarter-Ton Pick-Up Truck and One Cargo Van** to MWDOC in accordance with the following specifications.

MWDOC will accept questions within the deadlines listed below. **All inquiries regarding this invitation must be submitted in writing via email only** to [rdavis@mwdoc.com](mailto:rdavis@mwdoc.com) by the deadline listed below.

Bids are to be received at 18700 Ward St. Fountain Valley, CA 92708. Bids received after the posted time will be returned unopened. MWDOC has the right to reject all bids. Bidders may submit bids for one or both vehicles listed in the specifications.

Bids shall be submitted as follows:

- In a sealed envelope.
- **BID FOR VEHICLES** clearly written on the outside of envelope.
- Addressed to the attention of Rachel Davis.
- Envelope from courier services shall have the same information above listed.

Bidder shall mail or deliver one (1) original hard-copy bid and one (1) digital copy on a USB drive, of their bid to the following address:

Municipal Water District of Orange County  
Rachel Davis

**BID FOR VEHICLES**  
18700 Ward St.  
Fountain Valley, CA 92728

## II. Item 1. Three-Quarter-Ton Extended Cab Pick-up Truck

Furnish and deliver to the Municipal Water District of Orange County (MWDOC) one (1) heavy-duty Three-Quarter-Ton pick-up truck complete with all features and equipment advertised as “standard” and specified, and shall comply with all the minimum requirements in this Section. Truck shall comply with the California Vehicle Code, California Division of Industrial Safety, OSHA, and all other applicable State and Federal laws. Vehicles shall meet the Federal Gross Vehicle Weight Rating (GVWR) and all components shall have corresponding GVW ratings.

**Vehicle shall comply with the following specifications:**

<b><i>Three-Quarter-Ton Extended Cab Pick-up Truck</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<b><u>General</u></b> The truck shall be heavy-duty three-quarter-ton, <b>current</b> year model with gasoline engine. SRW, extended cab, full-size with long bed; shall be delivered complete with all features and equipment advertised as “standard” and specified, and shall comply with the minimum requirements of these Specifications.			
<b><u>GVWR:</u></b> Manufacturers Standard			
<b><u>Wheelbase:</u></b> Manufacturers Standard			
<b><u>Engine:</u></b> Gasoline, 6.2 liter, V8, 385 net HP <b>minimum</b> , fuel injection, and electronic ignition or approved equal			
<b><u>Transmission:</u></b> Shall be an automatic, steering column shift, minimum six forward speeds, and if available, with magnetic drain plug. Heaviest duty option offered for engine size.			
<b><u>Steering:</u></b> Hydraulic power-assisted with steering damper			

<b>Three-Quarter-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<b><u>Brakes:</u></b> Power 4-wheel disc with Anti-Lock Brake System (ABS)			
<b><u>Towing Capacity:</u></b> Must have adequate towing capacity to safely tow the wet weight of a DCA220SSJUAF MQ POWER Whisperwatt Generator mounted on a TRLR220XF MQ POWER Tandem Axle Trailer (15,000 lbs)			
<b><u>Wheels and Tires:</u></b> <ol style="list-style-type: none"> <li>1. Wheel size 17" x 7.5" with 8 hole lug pattern. Tires LT245 75R17E BSW. Shall also include low air pressure sensors.</li> <li>2. One (1) assembled and balanced full size spare wheel and tire shall be provided for each unit delivered. Shall include low air pressure sensor</li> <li>3. Include lug wrench and jack installed in cab.</li> </ol>			
<b><u>Electrical System:</u></b> Two Hundred Twenty (220) AMP minimum alternator, 850 C.C.A. at 0° F battery.			
<b><u>Fuel Capacity:</u></b> 34 gallons minimum			
<b><u>Cab Features and Equipment:</u></b>			
1. Extended-cab with 40/20/40 front seats and bench rear seats, vinyl upholstery			
2. AM/FM Radio			
3. Factory-installed air conditioning			

<b>Three-Quarter-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
4. Standard Windshield			
5. Four (4) sets of keys with remote keyless entry.			
6. Heavy Duty Black rubber floor mats, on driver and passenger sides.			
7. Power package: Windows and door locks			
<b><u>Miscellaneous Features and Equipment:</u></b>			
1. Electric backup alarm: California legal, electric type; supplied and installed to comply with California Vehicle Code			
2. Color: White			
3. Factory-installed electric towing brake controller			
4. Trailer connectors: one Cole Hersee #1235 (6-pin)			
5. One 2 lbs. ABC fire extinguisher mounted under rear seat in truck cab			
6. Two (2) Amber LED strobe lights integrated into front headlights (2) Amber LED strobe lights in the rear. The lights shall be controlled by a switch located in the vehicle cab, with a red indicator light			
7. Trailer Hitch Receiver shall be 2.5" hitch and supplied with 2"–2.5" sleeve reducer. Supply pintle hook mounting plate (5" X 12 ½") for 2" Hitches – 12.25" Shank – 7 Hole – 10,000 lbs. with a pintle hook combination with 2" ball.			
8. Bluetooth cell phone connectivity for hands free operation of cell phone.			
10. Rear under seat storage compartment.			

<b>Three-Quarter-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
11. 110V/400W power outlet located in cab			
12. Factory installed running boards			
13. Factory installed standard dome light in cab.			
<b><u>Utility Service Body:</u></b> <b>(Harbor Truck and Van Trade Master style or approved equal, see Drawing A)</b>			
<b><u>Paint:</u></b>  Entire cab and body, including all painted metal areas inside door and door jambs, shall be painted standard manufacturer's "White".			
<b><u>Truck Bed Lining:</u></b>  Spray On Bed Liner. Provide spray on bed liner on floor of truck bed and on walls of truck bed.			



<b><i>Three-Quarter-Ton Extended Cab Pick-up Truck</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<b><u>Tailgate:</u></b> Standard Tailgate			
<b><u>Bumper:</u></b> 8" deep recessed step bumper with diamond plate Black powder-coated			
<b><u>Cone Rack:</u></b> Install one (1) post style cone holder on driver side rear of utility body. Shall have capacity to carry eight (8) twenty-eight (28") inch tall cones			
<b><u>Light bar:</u></b> Provide one <i>Whelen</i> JY8AAAA configured with rear traffic advisor, alley lights and 4 corner amber lights, mounted to top of cab with WECAN control panel mounted in cab. Or approved equal.			
<b><u>Backup Camera:</u></b> Factory installed back up camera.			

<b><i>Three-Quarter-Ton Extended Cab Pick-up Truck</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<b><u>Emission Rating:</u></b> Vehicle shall meet the minimum emission requirements set forth by the SCAQMD and all applicable local, state, and governmental regulations.			
<b><u>Warranty (Required):</u></b>			
Bumper-to-Bumper coverage and labor:  36 months/ unlimited miles  Zero dollar (\$0.00) deductible			
Roadside Assistance: 36 months/ unlimited miles			
Optional Extended Warranty: Four (4) year warranty including bumper to bumper coverage and labor.  Zero dollar (\$0.00) deductible			
Optional Extended Warranty: Five (5) year warranty including bumper to bumper coverage and labor.  Zero dollar (\$0.00) deductible			
Manufacturer shall identify a single point warranty, and repair facility approved by the Municipal Water District of Orange County (MWDOC) within 35-miles from the MWDOC Administration Building.			

### III. Item 2. *Cargo Van*

Furnish and deliver to the Municipal Water District of Orange County (MWDOC) one (1) Cargo Van complete with all features and equipment advertised as “standard” and specified, and shall comply with all the minimum requirements in this Section. Van shall comply with the California Vehicle Code, California Division of Industrial Safety, OSHA, and all other applicable State and Federal laws. Vehicles shall meet the Federal Gross Vehicle Weight Rating (GVWR) and all components shall have corresponding GVW ratings.

**Vehicle shall comply with the following specifications:**

<b><i>Cargo Van</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<b><u>General</u></b> The van shall be <b><u>current</u></b> year model with gasoline engine.			
<b><u>Make and Model:</u></b> Chevrolet City Express Dodge RAM ProMaster City Ford Transit Connect XL Nissan NV200 Or approved equal			
<b><u>GVWR:</u></b> Manufacturers Standard			
<b><u>Wheelbase:</u></b> Manufacturers Standard			
<b><u>Engine:</u></b> Gasoline, 2.4 liter <b>minimum</b> , 4 cylinder turbo or approved equal			
<b><u>Transmission:</u></b> Manufacturers Standard			
<b><u>Steering:</u></b> Manufacturers Standard			
<b><u>Brakes:</u></b> Power front and rear wheel disc, with Anti-Lock Brake System (ABS)			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<b><u>Wheels and Tires:</u></b> 1. Manufacturers standard			
<b><u>Electrical System:</u></b> Two Hundred Twenty (220) AMP minimum alternator, 850 C.C.A. at 0° F battery.			
<b><u>Fuel Capacity:</u></b> Manufacturer's standard			
<b><u>Cab Features and Equipment:</u></b>			
1. Driver and passenger premium vinyl bucket seats			
2. AM/FM Radio			
3. Factory-installed air conditioning			
2. Standard Windshield			
3. Four (4) sets of keys with remote keyless entry.			
4. Heavy Duty Black rubber floor mats, on driver and passenger sides.			
5. Power package: Windows and door locks			
6. Solid or mesh bulkhead cargo partition			
7. At least one (1) 110V/400W power outlet located in cab			
8. Bluetooth cell phone connectivity for hands free operation of cell phone			
9. Two (2) Amber LED strobe lights integrated into front headlights (2) Amber LED strobe lights in the rear. The lights shall be controlled by a switch located in the vehicle cab, with a red indicator light			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<b><u>Miscellaneous Features and Equipment:</u></b>			
1. Electric backup alarm: California legal, electric type; supplied and installed to comply with California Vehicle Code			
2. Color: White			
3. One 2 lbs. ABC fire extinguisher mounted in cargo area of van			
4. Factory installed running boards			
5. Factory installed standard dome light in cab.			
6. Provide and install one Whelen JY8AAAA configured with rear traffic advisor, alley lights and 4 corner amber lights, mounted to top of cab with WECAN control panel mounted in cab. Or approved equal.			
7. Factory installed back up camera.			
8. One (1) assembled and balanced full size spare wheel and tire shall be provided for each unit delivered. Shall include low air pressure sensor			
9. Include lug wrench and jack installed in cab.			
<b><u>Cargo Area:</u></b>			
1. LED Cargo Area lighting			
2. Rear symmetrical or 40/60 split doors			
3. Dual side sliding doors			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
4. Provide and install van make and model appropriate Adrian Steel General Service Starter Package with adjustable shelving or approved equal			
5. Entire cab and body, including all painted metal areas inside door and doorjamb, shall be painted standard manufacturer's "White."			
<b><u>Emission Rating:</u></b> Vehicle shall meet the minimum emission requirements set forth by the SCAQMD and all applicable local, state, and governmental regulations.			
<b><u>Warranty (Required):</u></b> Bumper-to-Bumper coverage and labor: 36 months/ unlimited miles Zero dollar (\$0.00) deductible			
Roadside Assistance: 36 months/ unlimited miles			
Optional Extended Warranty: Four (4) year warranty including bumper to bumper coverage and labor. Zero dollar (\$0.00) deductible			
Optional Extended Warranty: Five (5) year warranty including bumper to bumper coverage and labor. Zero dollar (\$0.00) deductible			
Manufacturer shall identify a single point warranty, and repair facility approved by the Municipal Water District of Orange County (MWDOC) within 35-miles from the MWDOC Administration Building.			

#### **IV.Additional Requirements**

##### **a. MANUALS**

Furnish operation and maintenance instruction manuals, service manuals and parts list for each vehicle on CD-ROM or USB drive.

##### **b. DATA REQUIRED OF BIDDER**

In the bid section of this specification, the name of the manufacturer and the full model designation of each vehicle and equipment along with all requested technical data must be listed.

In addition, a bid list indicating the particular engine and the optional features, equipment, and accessories that will be included with the vehicle must be included with the bid submitted.

If required by MWDOC, the apparent low bidder shall submit drawings and/or detail specifications of the vehicle and equipment proposed to be furnished.

##### **c. STATE OF CALIFORNIA VEHICLE REGISTRATION**

Register the vehicle with the State of California Department of Motor Vehicles. Note that an exempt license plate should be issued.

Registration documents shall read as follows:

Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708

##### **d. REFERENCES**

Not Applicable

##### **e. WARRANTY**

Warranty period shall be thirty-six (36) months covering 100% bumper-to-bumper, parts, labor, and equipment with zero dollar (\$0.00) deductible. Warranty period shall begin when the MWDOC places the vehicle in service. During the warranty period the contractor shall be required to provide service within one (1) working day after notification by telephone; and Contractor shall repair, replace, adjust, or otherwise correct defects at no cost to MWDOC.

If the manufacturer of the vehicle normally offers a warranty with a term in excess of the warranty specified above, the vehicle or other equipment shall also be subject to the full term of that warranty.

Any repair work or parts replaced during the warranty period shall be subject to the full term of the warranty, starting on the date of completion of such repair work or part

replacement. All transportation of vehicle for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with MWDOC.

Bidder shall submit with bid a copy of the manufacturer's standard warranty and identify a single point warranty, and repair facility approved by MWDOC within 35-miles of MWDOC.

**f. OPTIONAL EXTENDED WARRANTY**

MWDOC is requesting potential bidders to offer an option of a four (4) year bumper-to-bumper warranty with a zero dollar (\$0) deductible and a five (5) year bumper-to-bumper warranty with a zero dollar (\$0) deductible. MWDOC may choose to purchase the four (4) year or five (5) year extended warranty coverage or may choose to decline the extended warranty coverage.

Extended warranty shall cover all components bumper-to-bumper and labor. During the extended warranty period the contractor shall be required to provide service within one (1) working day after notification by telephone; and the Contractor shall repair, replace, adjust, or otherwise correct defects during the warranty period at its own cost and expense, without cost to MWDOC. All transportation of vehicle for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with MWDOC.

If the optional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished.

Proposed cost for optional extended warranty shall be listed on the bid form.

**g. WARRANTY REPAIR (COMPLETION) SCHEDULE**

Delivery of vehicle and completion of services during warranty period shall be calculated based on the total number of hours identified in the Visual Damage Quotation (VDQ) based on an eight (8) hour work day, plus five (5) additional work days. Completion of warranty repair shall not exceed the Visual Damage Quotation (VDQ), plus five (5) additional work days. Delivery requirements shall begin upon Contractor's receipt of vehicle or part. (Saturdays, Sundays and National Holidays shall not be considered as work days).

Special circumstances beyond the control of the Contractor may cause unexpected delays and therefore may justify a request for additional time to perform itemized repairs. Additional repair time requested by the Contractor shall be submitted in writing to MWDOC. Should MWDOC grant additional repair time, the amount of additional time shall be identified in writing by the appropriate MWDOC representative.

**h. SERVICING**

The vehicle shall be fully serviced and ready for use when delivered.



The servicing shall include all items on the manufacturer's checklist for California and appropriate for the particular models of vehicle furnished. A copy of the completed and signed check sheet shall be delivered with the vehicle.

The Fuel tanks shall have a minimum three-quarters full tank upon delivery to MWDOC.

#### **i. INSPECTION**

A representative of MWDOC shall have free access, at all reasonable times, to all parts of any plant that concerns the manufacture and fabrication of equipment to be furnished. That representative may inspect fabrication of component parts, assembly of equipment, surface preparation and application of paint or coatings, and any other operations that bear upon the suitability of the truck and equipment to be furnished.

Give no less than 48-hours prior notice of manufacturing and fabrication activities by contacting Rachel Davis at 714/593-5038. Contractor shall coordinate and schedule above activities with MWDOC to insure a timely delivery and compliance with these Specifications.

Final inspection and acceptance of the vehicle and equipment by MWDOC shall be made following delivery.

The vehicle and equipment not meeting the minimum specified requirements as determined by MWDOC, shall be returned to the Contractor for compliance. Contractor shall correct noted deficiencies within ten (10) working days at no additional cost to MWDOC.

#### **j. DEVIATIONS**

Any minor deviation from these Specifications may be waived by MWDOC if, in the opinion of the General Manager or designee, said deviation does not detract from or impair the use and value of the system and equipment delivered to MWDOC.

The vendor must state in the spaces provided in the bid and/or on additional sheets of paper if necessary, any and all deviations from these Specifications.

#### **k. DELIVERY**

The Three-Quarter-Ton Pickup Truck shall be delivered complete, f.o.b Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California within 90 calendar days after issuance of notice to proceed and purchase order by MWDOC. The Cargo Van shall be delivered complete, f.o.b Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California within 60 calendar days after issuance of notice to proceed and purchase order by MWDOC. Vehicles shall not be delivered to MWDOC until after receipt of a purchase order. MWDOC will not be held liable for the vehicles while in transport until the district has received the vehicles, which is standard for most purchases by cities, individuals, etc.

## **I. LIQUIDATED DAMAGES**

Time is of the essence in performance hereunder. If the Contractor fails to meet the delivery schedule, MWDOC shall deduct the sum of Fifty Dollars (\$50.00) per calendar day for each vehicle that does not meet the delivery schedule, as liquidated damages and not as a penalty for breach.

Liquidated damages for item returned to the Contractor for deficiency corrections shall start on the eleventh day after delivery to Contractor and continue until item is returned to MWDOC.

## **m. PAYMENT**

Payment for the vehicle shall be made in due course from MWDOC after completion of delivery and acceptance by the General Manager or authorized representative and upon receipt of an invoice from the Contractor.

## **n. OUT OF STATE CONTRACTORS**

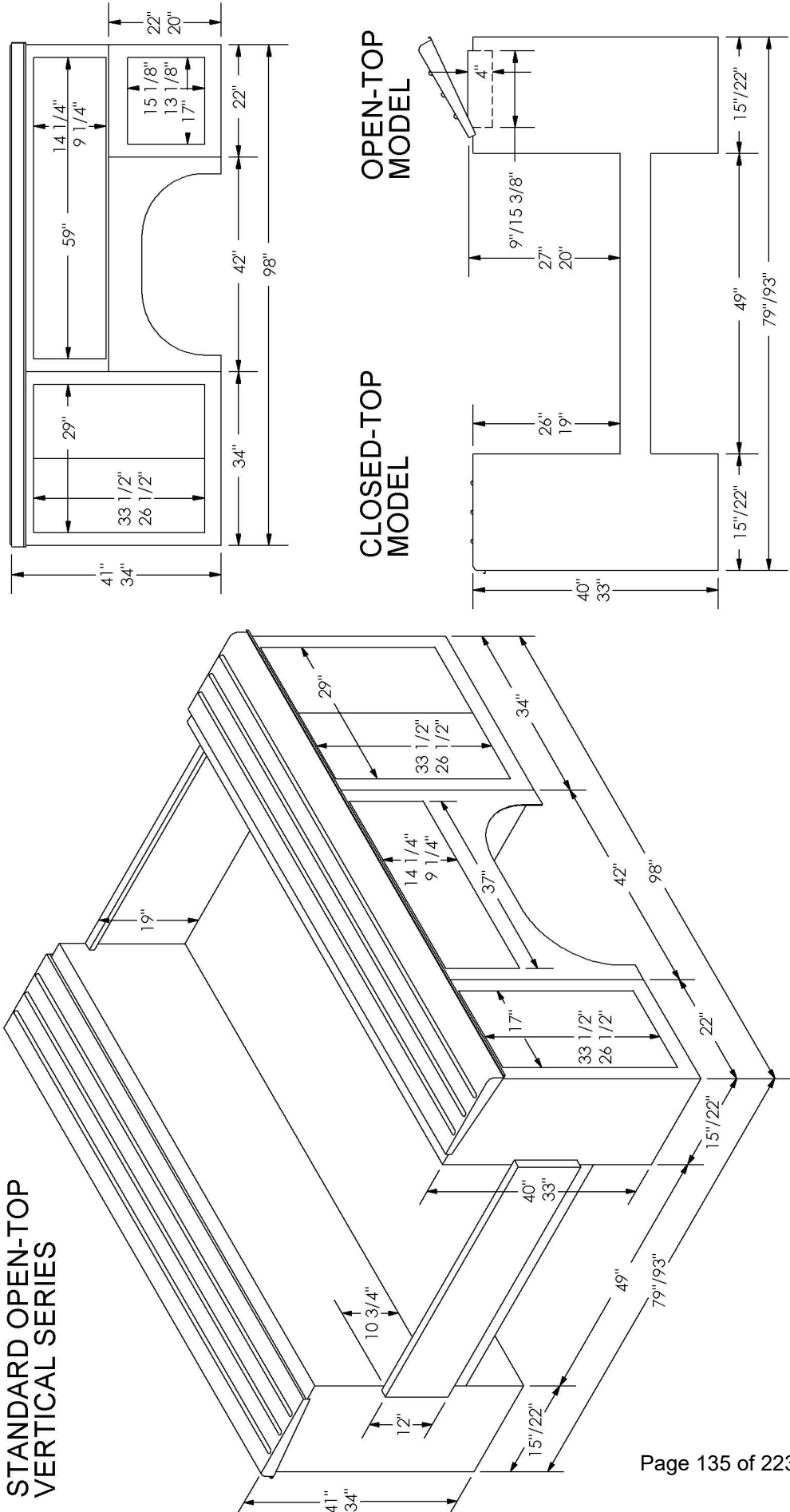
All out-of-state Contractors including manufacturers, distributors and vendors shall deliver f.o.b. to the Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California. MWDOC and Contractor shall agree on delivery method. Contractor shall be responsible for and pay all costs of delivery and assume risk of loss and damage to destination point.

Contractor shall not be entitled to and by signing a Contract waives any claim or damages for delay against MWDOC if Contractor does not timely submit these forms to the appropriate governmental entity.

## **o. SALES TAX**

Extension prices stated herein shall **not** include sales tax.

# FORD 8-FT TRADEMASTER DIMENSIONS



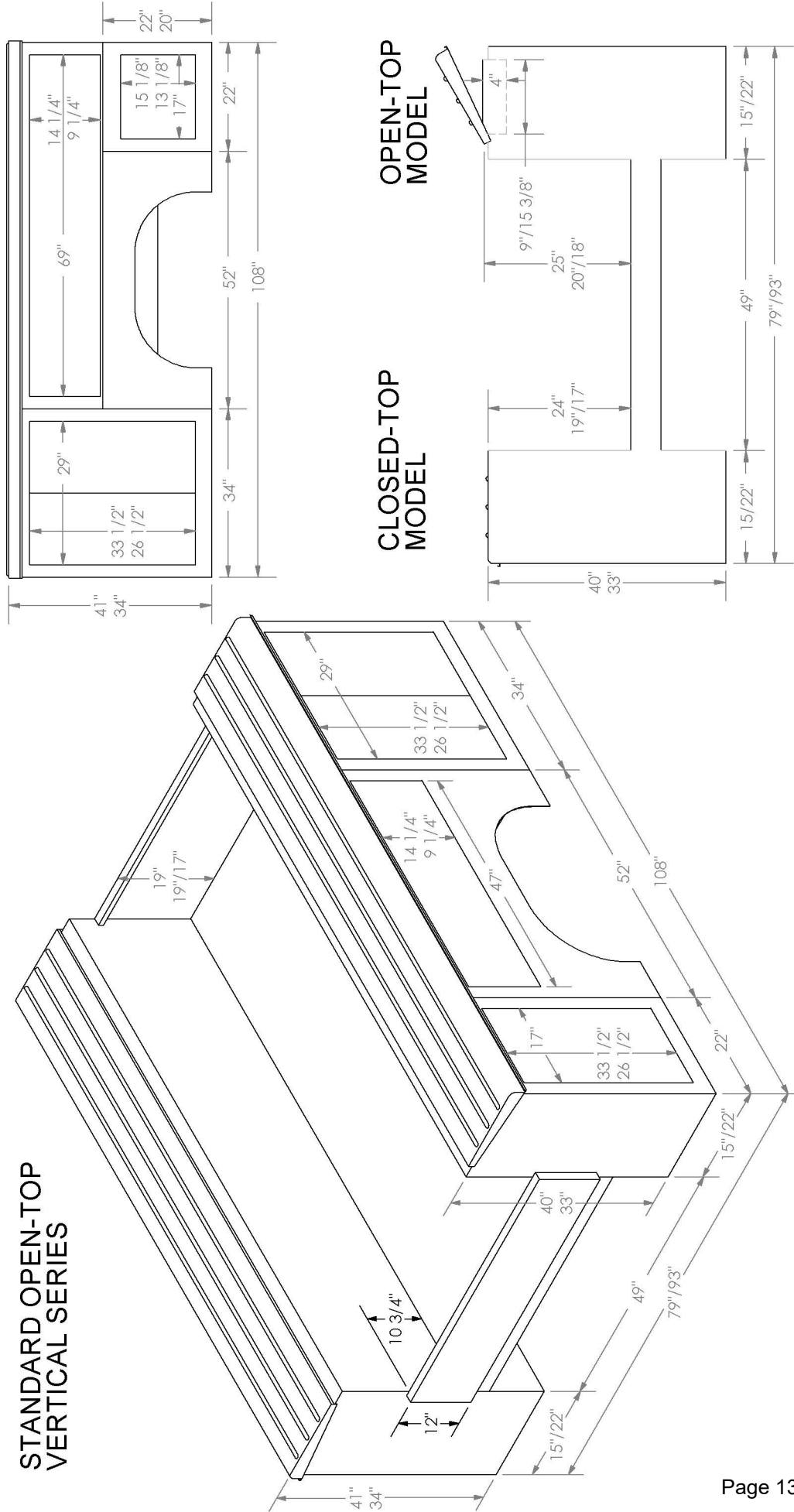
NOTE:

- 1) DOOR COMPARTMENT DIMENSIONS ARE THE CLEAR DOOR OPENING.
- 2) TOP VERTICAL DIMENSIONS ARE STANDARD HEIGHT BODIES, BOTTOM DIMENSIONS ARE LOW PROFILE BODIES.
- 3) DIMENSIONS WITH FORWARD SLASH ARE SRW / DUALY.

# RAM 9-FT TRADEMASTER DIMENSIONS

Last Update: 07/16/2015

## HORIZONTAL SERIES



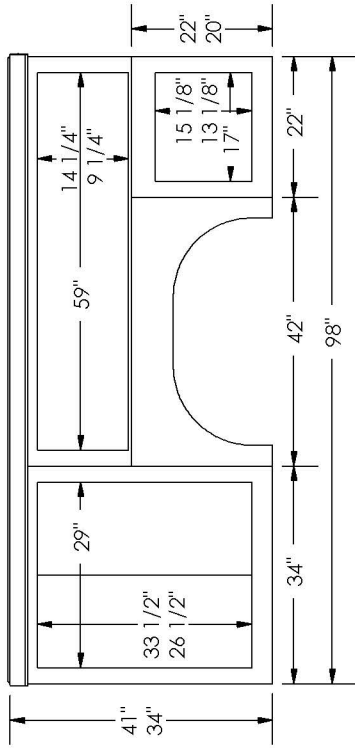
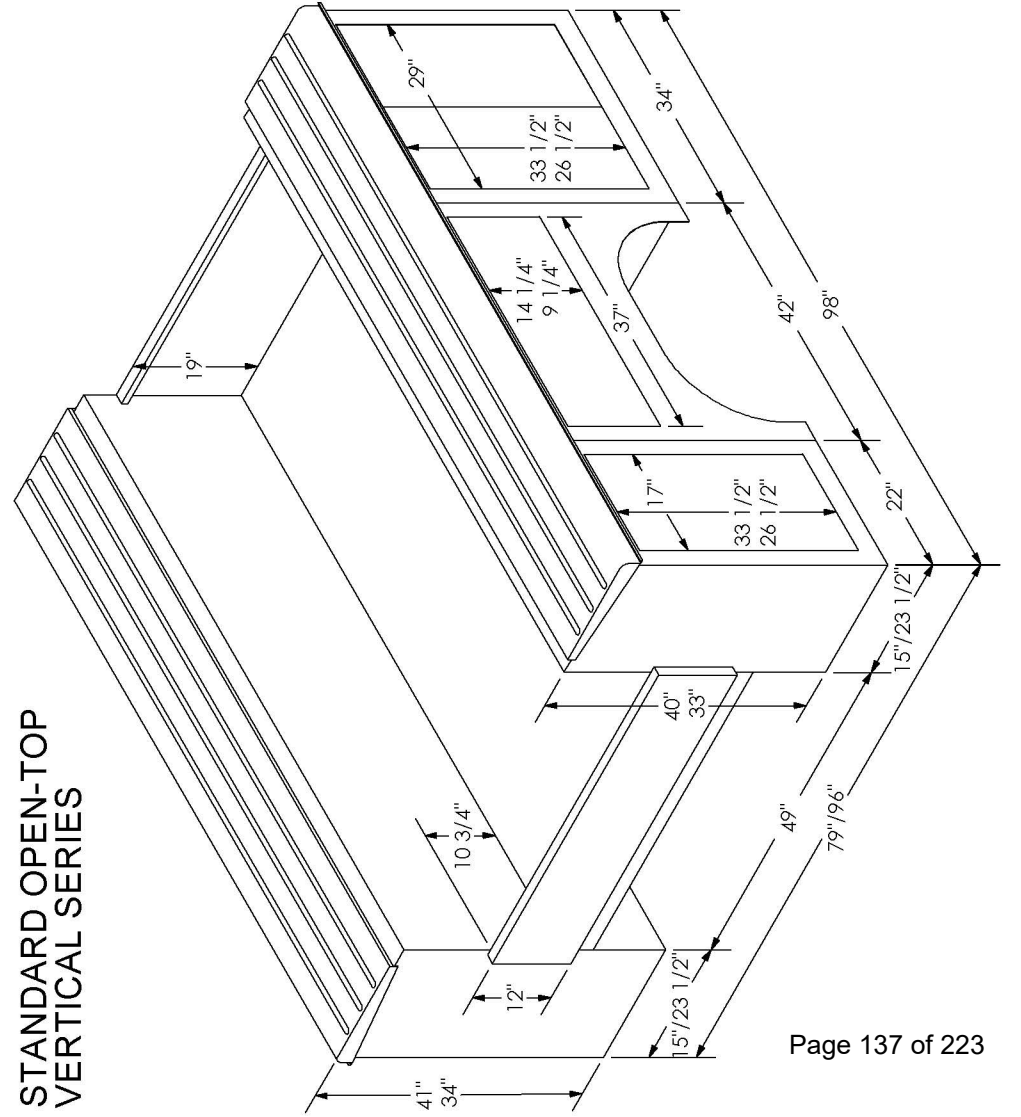
### NOTE:

- 1) DOOR COMPARTMENT DIMENSIONS ARE THE CLEAR DOOR OPENING.
- 2) TOP VERTICAL DIMENSIONS ARE STANDARD HEIGHT BODIES, BOTTOM DIMENSIONS ARE LOW PROFILE BODIES.
- 3) DIMENSIONS WITH FORWARD SLASH ARE SRW / DRW.

# CHEVY/GMC 8-FT TRADEMASTER DIMENSIONS

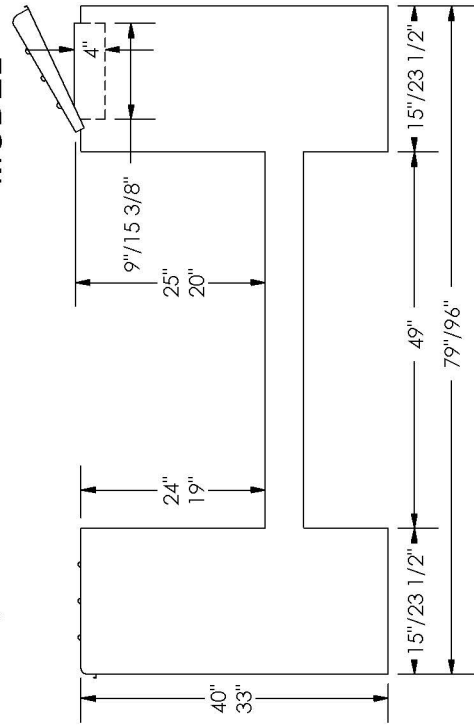
Last Update: 02/05/2015

## HORIZONTAL SERIES



## CLOSED-TOP MODEL

## OPEN-TOP MODEL



NOTE:

- 1) DOOR COMPARTMENT DIMENSIONS ARE THE CLEAR DOOR OPENING.
- 2) TOP VERTICAL DIMENSIONS ARE STANDARD HEIGHT BODIES, BOTTOM DIMENSIONS ARE LOW PROFILE BODIES.
- 3) DIMENSIONS WITH FORWARD SLASH ARE SRW / DRW.

VI.ATTACHMENT B  
BID FORM SECTION

Municipal Water District of Orange County  
18700 Ward St.  
Fountain Valley, CA 92708

Members of the Board:

In accordance with your notice inviting bids and terms and conditions, the undersigned shall furnish and deliver **ONE (1) HEAVY DUTY THREE-QUARTER-TON EXTENDED CAB PICK-UP TRUCK** complete as per specifications and execute a contract at the following prices:

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Heavy Duty Three-Quarter-Ton Extended Cab Pick-up Truck	\$ _____	1 Ea.	\$ _____
Other Charges (Explain):			
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
SUB TOTAL			\$ _____
SALES TAX (8.75%)			\$ _____
<u>BID TOTAL</u>	\$ _____		

The foregoing total bid amounts include California State sales or use tax, or any municipal or county sales tax, and all other taxes legally chargeable in connection with furnishing and delivering bid items to MWDOC.

Optional Items:

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Optional 4 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____
Optional 5 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____

**Required Data (TRUCK):**

**Vehicle (Manufacturer, Model):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Backup Camera (Manufacturer, Model):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**The name(s) and location(s) of the local dealership(s) where parts, service, and warranty repair may be acquired within 48 hours:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Deviations from Specifications\* \*** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A list of engine, GVWR, axle capacities, suspension ratings, optional features, equipment, and accessories for the vehicle is attached. Also attached are copies of manufacturer's standard warranties for the vehicle and proposed equipment as specified.

Contractor will furnish and deliver One (1) Cargo Van complete, as specified, within **sixty (60) calendar days** after issuance of Notice to Proceed by MWDOC.

Bids must be signed by individual(s) legally authorized to bind the vendor and shall contain a statement that the bid is a firm offer for a 90-day period. MWDOC reserves the right to purchase different quantities at the proposed unit price depending on actual needs.

It is understood that the unit price(s) shall be held to be "correct" if the totals are found to contain any computational errors and that the totals found to be in error shall be corrected.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

---

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH MWDOC INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE GOODS **FOB DESTINATION** MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, 18700 WARD ST., FOUNTAIN VALLEY, CALIFORNIA 92708.

---

**STATEMENT OF NON-COLLUSION**

This bid is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This bid is genuine and not sham or collusive nor made in the interest or in behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid and the bidder has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title



Members of the Board:

In accordance with your notice inviting bids and terms and conditions, the undersigned shall furnish and deliver **ONE (1) CARGO VAN** complete as per specifications and execute a contract at the following prices:

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Cargo Van	\$ _____	1 Ea.	\$ _____
Other Charges (Explain):			
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

SUB TOTAL \$ \_\_\_\_\_

SALES TAX (8.75%) \$ \_\_\_\_\_

**BID TOTAL**

\$ \_\_\_\_\_

The foregoing total bid amounts **include California State sales or use tax, or any municipal or county sales tax, and all other taxes legally chargeable in connection with furnishing and delivering bid items** to MWDOC.

**Optional Items:**

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Optional 4 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____
Optional 5 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____

**Required Data (VAN):**

**Vehicle (Manufacturer, Model):** \_\_\_\_\_

---

---

**Backup Camera (Manufacturer, Model):** \_\_\_\_\_

---

---

**The name(s) and location(s) of the local dealership(s) where parts, service, and warranty repair may be acquired within 48 hours:**

---

---

---

**Additional Deviations from Specifications\* \*** \_\_\_\_\_

---

---

---

A list of engine, GVWR, axle capacities, suspension ratings, optional features, equipment, and accessories for the vehicle is attached. Also attached are copies of manufacturer's standard warranties for the vehicle and proposed equipment as specified.

Contractor will furnish and deliver One (1) Cargo Van complete, as specified, within **sixty (60) calendar days** after issuance of Notice to Proceed by MWDOC.

Bids must be signed by individual(s) legally authorized to bind the vendor and shall contain a statement that the bid is a firm offer for a 90-day period. MWDOC reserves the right to purchase different quantities at the proposed unit price depending on actual needs.

It is understood that the unit price(s) shall be held to be "correct" if the totals are found to contain any computational errors and that the totals found to be in error shall be corrected.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

---

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH MWDOC INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE GOODS **FOB DESTINATION** MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, 18700 WARD ST., FOUNTAIN VALLEY, CALIFORNIA 92708.

---

**STATEMENT OF NON-COLLUSION**

This bid is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This bid is genuine and not sham or collusive nor made in the interest or in behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid and the bidder has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title

## VII. ATTACHMENT C

### STANDARD PURCHASE AGREEMENT

This AGREEMENT ("Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY** ("MWDOC"), a municipal water district, and \_\_\_\_\_ ("Vendor"), a \_\_\_\_\_ **[\*SPECIFY ENTITY TYPE; E.G. CALIFORNIA CORPORATION\*]** (all parties referred to herein collectively as "Parties" and individually as "Party").

### TERMS

In consideration of the mutual understandings contained in this Agreement, and other good, valuable and sufficient consideration, the Parties hereto agree as follows:

1. **VEHICLE.** Vendor agrees to sell and MWDOC agrees to purchase, **[\*INSERT #\*]** vehicles **[\*VEHICLE(S)\*]**, as more specifically described in Exhibit "A" ("Vehicles"), for the total Purchase Price of \_\_\_\_\_ Dollars and NO/100 (\$\_\_\_\_\_), inclusive of any applicable taxes. **[\*INSERT IF APPLICABLE: This Purchase Price shall include delivery of the Vehicles to \_\_\_\_\_, California, and Vendor shall bear all liability and responsibility for damage to the Vehicles prior to delivery.\*]** This Purchase Price shall be paid by the District within thirty (30) days of the delivery and acceptance of the Vehicles following the time period established herein for MWDOC's Inspection ("Time of Purchase").
2. **CANCELLATION & TITLE TRANSFER.** Vendor shall furnish a clear title on or before five (5) days after delivery. Notwithstanding any provision of this Agreement to the contrary, MWDOC may cancel this Agreement in its sole discretion and without penalty if Vendor fails to deliver the Vehicles as provided herein on or before \_\_\_\_\_ ("Delivery Date"). **[\*INSERT DELIVERY DEADLINE\*]** MWDOC may also revoke its approval of this Agreement if Vendor has not furnished MWDOC with an executed version of this Agreement by \_\_\_\_\_. **[\*INSERT DEADLINE FOR RECEIVING EXECUTED AGREEMENT.\*]**
3. **DELIVERY.** Vendor shall deliver the Vehicles in new condition, all transportation charges prepaid, subject to the approval of MWDOC pursuant to MWDOC's Inspection, as described herein, at a location designated by MWDOC, in \_\_\_\_\_, California. All costs for delivery, drayage, freight, insurance and for the packaging of the Vehicles are to be borne by Vendor. Should there be, at any time, a decrease in price of the Vehicles; a corresponding decrease will be made in the prices quoted. Vendor shall notify MWDOC by letter in the event of any such decline in prices. All material delivered will be subject to inspection and approval of MWDOC as provided herein.
4. **WARRANTY.** Vendor expressly acknowledges and warrants the Vehicles are subject to the warranties described below:  
  
**[\*INSERT TEXT AND/OR DESCRIBE AND ATTACH ANY MANUFACTURER AND EQUIPMENT WARRANTIES.\*]**
5. **LIQUIDATED DAMAGES.** All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the Delivery Date stipulated herein, it is mutually agreed and understood by and between MWDOC and Vendor that:
  - a. A delay could seriously affect the operation and availability of MWDOC's program for providing potable drinking water to areas in need during emergency restoration operations.

- b. It is impractical and extremely difficult to determine the actual damage MWDOC will sustain by reason of such delay.
- c. There will be a reduction in the Purchase Price for the amount of one hundred dollars (\$50) per calendar day for exceeding the Delivery Date set forth in this Agreement. This is the nearest measure of damages for such delay that can be fixed at this time.
- d. MWDOC and Vendor hereby establish said reduction in the Purchase Price of one hundred dollars (\$50) per calendar day for each and every day of delay for the Vehicles as liquidated damages and as a penalty or forfeiture for breach of Agreement to complete delivery by Vendor on or before the Delivery Date specified in this Agreement. Liquidated damages shall run for a period not to exceed ninety (90) days. At such date, MWDOC reserves the right to cancel the order and pursue any and all remedies available by law or equity.
- e. Should Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of MWDOC, or by strikes, fire or act of God, then the time for delivery shall be extended for period as may be agreed upon by MWDOC and Vendor.

**6. CONDITIONS OF SALE.** MWDOC's obligation to purchase the Vehicles and Vendor's obligation to sell the Vehicles pursuant to this Agreement are conditioned on each of the following:

- a. **MWDOC's Inspection.** MWDOC shall have twenty (20) days from the date of delivery to inspect the Vehicles for their suitability and feasibility for MWDOC's intended use ("MWDOC's Inspection"). Upon delivery, MWDOC shall conduct a final visual inspection of the Vehicles to ensure the acceptability of the Vehicles to MWDOC. The Vehicles will be given a complete inspection by MWDOC prior to any road or water supply tests. Within the twenty (20) days allocated for MWDOC's Inspection, MWDOC may provide Vendor with a list of defects, if any, for correction within thirty (30) days or as otherwise agreed upon by the Parties. The Vehicles will be re-inspected each time they are corrected and returned to MWDOC until all defects are corrected. MWDOC's investigation shall include, but not be limited to, (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, location or suitability of the Vehicles or condition thereof; (b) the extent or condition of title to the Vehicles; and (c) all other matters concerning the condition, use, or sale of the Vehicles. MWDOC may reject and return at the risk and expense of Vendor any Vehicles that may be defective or fail to comply with the Specifications. If rejected, the Vehicles will be held for disposition at the expense of Vendor.
- b. **Title.** MWDOC's obligation to purchase the Vehicles and Vendor's obligation to sell the Vehicles pursuant to this Agreement are conditioned on the conveyance to MWDOC of good and marketable title to the Vehicles not subject to any liens or encumbrances. At the Time of Purchase, title to the Vehicles shall pass to MWDOC as evidenced by the Vendor's delivery to MWDOC of an executed copy of the Certificate of Ownership attached hereto as Exhibit "B."
- c. **Failure or Change of Conditions.** Should any of Vendor's or MWDOC's Conditions of Sale specified in this Agreement fail to occur or materially change prior to the date established herein for the Time of Purchase, MWDOC shall have the power, exercisable by giving written notice to the Vendor, to waive the condition or terminate this Agreement as provided herein.

- d. Termination. This Agreement may be terminated at any time by MWDOC upon written notice by MWDOC to the Vendor, if MWDOC does not approve of the condition of the Vehicles during either MWDOC's Inspection or prior to MWDOC's Final Acceptance. Either Party may terminate this Agreement in the event of a material breach of this Agreement and a failure to cure such breach within fifteen (15) days of written notice of such breach.
- e. Effect of Termination. In the event this Agreement is terminated after delivery of Vehicles but before Time of Purchase, the cost of returning the delivered Vehicles to Vendor shall be borne by the Party responsible for the event or nonevent leading to the termination.

## **7. INVENTIONS, PATENTS AND COPYRIGHTS.**

- a. Reporting Procedure for Inventions. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the VENDOR shall report the fact and disclose the Invention promptly and fully to MWDOC. If applicable, the Federal Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). VENDOR hereby agrees to be bound by the Policy, and will contractually require its personnel and any subcontractor to be bound by the Policy.
- b. Rights to Use Inventions. The City of Santa Ana shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.
- c. Copyright Policy
  - i. Unless otherwise provided by the terms of the Grant Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the City of Santa Ana, at the City's discretion, may copyright the Material. If the City of Santa Ana declines to copyright the Material, it shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
  - ii. The Federal Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
  - iii. VENDOR shall comply with 24 CFR 85.34.

- d. Rights to Data. The Federal Grantor and the City of Santa Ana shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
- e. Obligations Binding on Subcontractors. VENDOR shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**8. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM.** VENDOR shall provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all subcontracts, including procurement, construction and personal services.

**9. PUBLIC RECORDS ACT.** MWDOC is a public agency subject to the California Public Records Act (Ca. Gov. Code, § 6250 et seq.) (Act). All requests for records related to this Agreement will be handled pursuant to the Act.

**10. CONFLICT OF INTEREST.**

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

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

b. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
  - i. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

- ii. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. The VENDOR further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- d. The VENDOR shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- e. Prior to obtaining MWDOC'S Approval of any subcontract, the VENDOR shall disclose to MWDOC any relationship, financial or otherwise, direct or indirect, of the VENDOR or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- f. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the VENDOR, State of California, and Federal regulations regarding conflict of interest.
- g. The VENDOR warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- h. The VENDOR covenants that no member, officer or employee of VENDOR shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- i. The VENDOR shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "VENDOR" and "sub subcontractor" for "subcontractor."

**11. INCORPORATION BY REFERENCE OF GRANT AGREEMENT.** Pursuant to Section 7 of the "Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for FY2011 Urban Areas Security Initiative (UASI)" between the City of Santa Ana and MWDOC, dated December 14, 2011 (Grant Agreement, Exhibit C hereto), the terms of the Grant Agreement are hereby incorporated by reference and binding on the VENDOR.

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

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



- b. Any subcontract entered into by **VENDOR** relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

- 13. SUSPENSION AND DEBARMENT.** **VENDOR** shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and **VENDOR** shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to MWDOC concurrent with the execution of this Agreement and shall certify that neither **VENDOR** nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. **VENDOR** shall require that the language of this Certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify accordingly.
- 14. PATENT PROTECTION.** To the extent any component, item or material used in the manufacture of the Vehicle is not manufactured pursuant to a design originated by MWDOC, Vendor agrees it will save MWDOC and its Directors, employees and agents harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States or foreign patents with respect to such components, items or materials, and that Vendor will, at its own expense, defend any action, suit or claim in which such infringement is alleged. MWDOC agrees to notify Vendor promptly of any suit or claim against MWDOC for any alleged infringement of patent.
- 15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; HOLD HARMLESS.** All of the representations and warranties of MWDOC and Vendor made in conjunction with and pursuant to this Agreement shall survive the Time of Purchase. Vendor agrees to indemnify, defend, protect and hold MWDOC harmless from any claim, demand, liability, loss or cost (including reasonable attorneys' fees) that MWDOC may sustain arising out of any breach of or inaccuracy in Vendor's representations and warranties. MWDOC agrees to indemnify, defend, protect and hold Vendor harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Vendor may sustain arising out of any breach of or inaccuracy in MWDOC's representations and warranties.
- 16. BEST EFFORTS.** MWDOC and Vendor shall act in good faith and use their best efforts after the date hereof to ensure that their respective obligations hereunder are fully and punctually performed. MWDOC and Vendor shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.
- 17. GOVERNING LAW.** This Agreement is made and entered into, and shall be governed by, the laws of the State of California without giving effect to any conflict of law provisions. Venue shall be solely and exclusively in Orange County, California.
- 18. NOTICE.** Any notice, payment or instrument required or permitted by this Agreement to any Party shall be deemed to have been received when personally delivered to any Party or seventy-two (72) hours following mailing of the same, first class, postage prepaid, addressed as follows:

MWDOC: Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708  
Attn: General Manager

Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

19. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the authorized successors and assigns of the Parties hereto, provided that Vendor may not assign or delegate this Agreement or its rights or obligations hereunder without MWDOC's written consent.
21. **EXHIBITS.** All exhibits are incorporated by reference as if fully set forth herein.
22. **ENTIRE AGREEMENT.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters, including but not limited to Vendor's proposal dated \_\_\_\_\_. **[\*INSERT DATE OF PROPOSAL FOR IDENTIFICATION\*]** Each Party acknowledges that no party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
23. **MODIFICATION.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is memorialized in a written change order and signed by both Parties.
24. **WAIVER.** No waiver by MWDOC or Vendor of a breach of any of the terms, covenants or conditions of this Agreement by the other Party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by MWDOC or Vendor hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall effect a default other than as specified in such waiver. The consent or approval by MWDOC or Vendor to or of any act by the other Party requiring the consent or approval of the first Party shall not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.
25. **ATTORNEYS' FEES.** If any Party to this Agreement commences an action against another Party to this Agreement, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees, expert fees and all other costs of such action.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto. It shall not be necessary for each Party to execute the same counterpart hereof.

27. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

28. **SIGNATURE AUTHORITY.** By signing below, the undersigned acknowledge and represent that they have been authorized to execute this Agreement on behalf of their respective Party.

**MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY**

**[\*INSERT VENDOR NAME\*]**

By: \_\_\_\_\_  
**[\*INSERT NAME AND TITLE\*]**

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

\_\_\_\_\_  
Title

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

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

DRAFT



**CONSENT CALENDAR ITEM**

August 21, 2019

**TO:** Board of Directors

**FROM:** **ADMINISTRATIVE & FINANCE COMMITTEE**  
(Directors Thomas, Finnegan, McVicker)

Robert Hunter  
General Manager

Staff Contact: Damon Micalizzi

**SUBJECT: AUTHORIZATION FOR STAFF TO ATTEND PUBLIC RELATIONS  
SOCIETY OF AMERICA INTERNATIONAL CONFERENCE OCTOBER 20-  
22, 2019**

**STAFF RECOMMENDATION**

---

It is recommended that the Board of Directors authorize staff attendance at the Public Relations Society of America's (PRSA) International Conference October 20-22, 2019, in San Diego.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**SUMMARY**

---

Staff is requesting authorization for Public Affairs Manager, Tiffany Baca and Public Affairs Specialist, Sarah Wilson to attend the Public Relations Society of America's International Conference, which comes to San Diego this year in October. The premier symposium for professional communicators in the country, conference attendance has not been included recent year's budgets as it has been held at locations out of state (New York, Boston, and Austin, TX) that would incur significantly higher cost to the District. Staff became aware of the conference being hosted in San Diego after preparation of the FY 19/20 Budget.

Staff's Membership in PRSA has been approved by the Board in each of the prior year's budgets. Ms. Baca and Ms. Wilson are two of four members of the Public Affairs Staff that are members of PRSA. The Conference Program is attached.

<b>Budgeted (Y/N):</b> No	Budgeted amount: n/a	Core X	Choice __
<b>Action item amount:</b> \$3,500.00	Line item:		
<b>Fiscal Impact (explain if unbudgeted):</b> This membership would paid for out of Cost Center - 7150 Employee Travel & Expense			

With this valuable opportunity to attend close to home, staff is requesting authorization from the Board to attend this year's PRSA International Conference, in San Diego at a cost of approximately \$3,500, which includes two \$1,395 Conference Fees and Accommodations.

## **BOARD OPTIONS**

---

### **Option #1**

- Authorize staff to attend this year's PRSA International Conference, in San Diego.

**Fiscal Impact:** Approximately \$3,500.

### **Option #2**

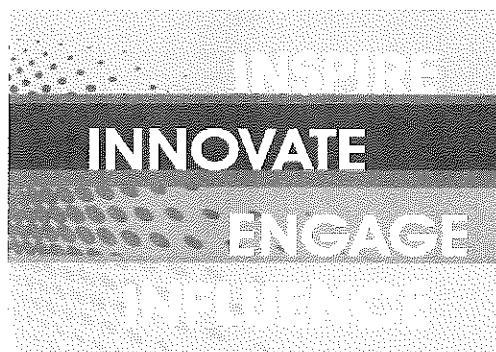
- Decline authorization for staff to attend this year's PRSA International Conference.

**Fiscal Impact:** n/a

## **STAFF RECOMMENDATION**

---

### **Option #1**



PRSA 2019 International Conference  
Oct. 20-22, 2019 | San Diego

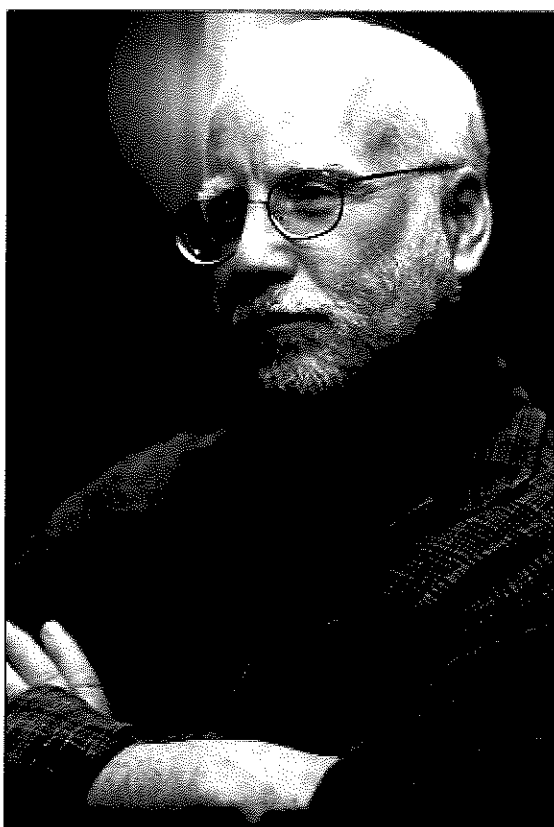
**Saver Rate –  
Save \$100    Deadline: Sept. 13, 2019**

1.7K

300

This year's PRSA International Conference is bringing the leading minds in public relations, communication and marketing to sunny San Diego on Oct. 20-22, 2019.

## Academy Award-Winning Actor Richard Dreyfuss to Headline at PRSA International Conference



Academy Award-winning actor **Richard Dreyfuss** has joined the extensive roster of keynote speakers at PRSA's 2019 International Conference.

Dreyfuss, known for leading roles in blockbuster movies like "Jaws," "Close Encounters of the Third Kind," "American Graffiti" and "Book Club," has also been working diligently to ensure that the study of civics becomes a priority in U.S. schools.

In fact, Dreyfuss will be the inaugural recipient of the PRSA National Award for Civic Engagement during his keynote on the morning of Tuesday, Oct. 22.

Dreyfuss earned his Oscar for "The Goodbye Girl" in 1978, which made him the then-youngest recipient of a Best Actor statuette. Dreyfuss was again nominated in 1995 as Best Actor for the title role of "Mr. Holland's Opus."

## Former President of Mexico and First Lady to Share Perspectives on Public Service





Former President of Mexico, **Vicente Fox**, and **First Lady Marta Sahagún de Fox** will discuss their leadership journeys, the critical role of communications, and their philanthropic endeavors to advance civic engagement, leadership and equity among youth and the underserved in a keynote address at PRSA's 2019 International Conference.

On Monday, Oct. 21, this power couple will speak about the founding of Centro Fox, considered Mexico's first presidential library. This organization is dedicated to contributing to the formation of leaders based on social values through a platform that promotes equity. Centro Fox's "President for a Day" program hosts up to 60,000 children a year to hear messages of hope and an opportunity to go home saying, "I can be President" or whatever they dream of for their future.

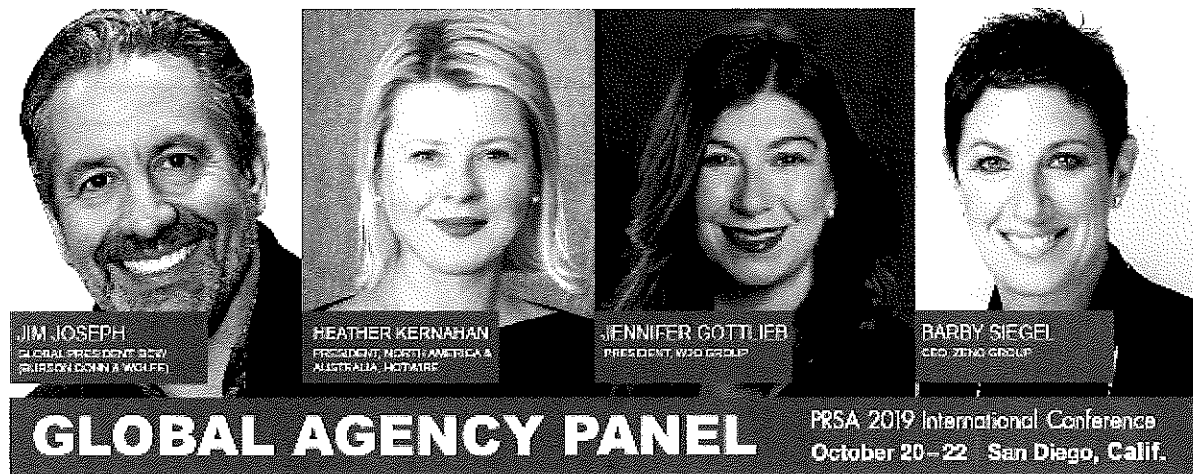
Fox served as president of Mexico from 2000 until 2006, after a successful career at Coca-Cola and terms in the national Congress and as governor of his home state of Guanajuato.

Sahagún de Fox has also dedicated her life to public service, including an impressive career in communications. She served as the governor's spokesperson and was press secretary for Fox's presidency prior to their marriage in 2001.

## **Global Agency Panel to Feature Leading**



## Communication Executives



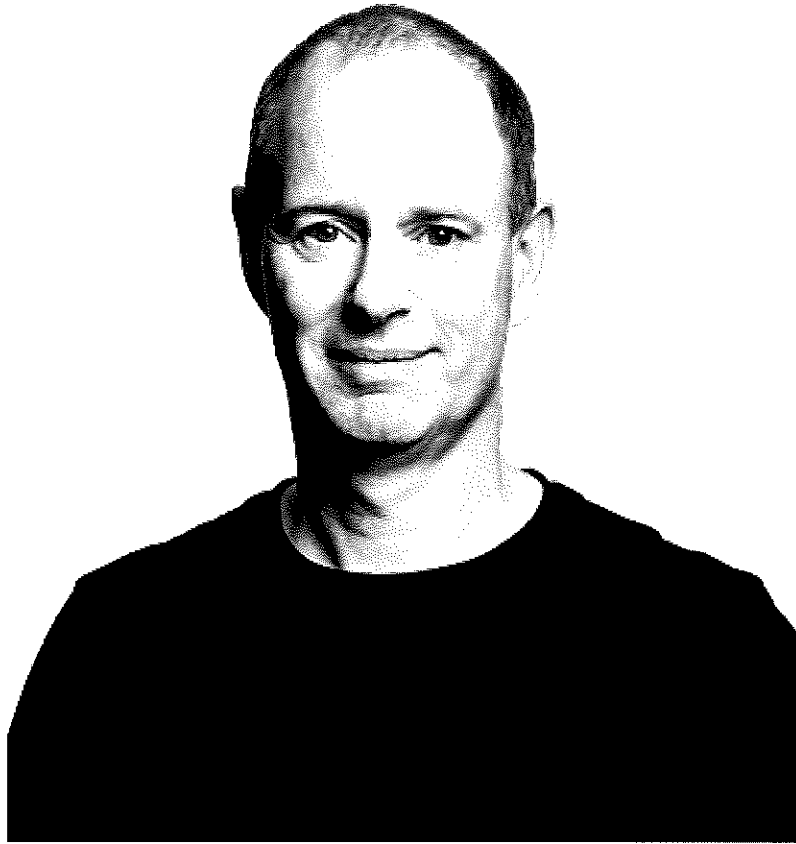
## Laura Ling, Award-Winning Broadcast Journalist, to Keynote on Sunday, Oct. 20



Award-winning broadcast journalist **Laura Ling** will share her wide-ranging global insights at PRSA's 2019 International Conference on the afternoon of Sunday, Oct. 20.

While reporting on the trafficking of North Korean women, Ling's personal story became international news in March 2009 after she was captured by North Korean soldiers along the China-North Korea border and held captive for 140 days. Ling documented her experiences in the memoir, "Somewhere Inside: One Sister's Captivity in North Korea and the Other's Fight to Bring Her Home."

## **Luncheon Keynote: Microsoft Corporate Vice President, Communication, Frank X. Shaw**



An accomplished communications professional with more than 20 years of experience, **Frank X. Shaw** will address the topic of "**Thriving in the Next Communications Age**" during the Conference luncheon on Monday, Oct. 21.

Shaw was recently ranked No. 5 on PRWeek's "U.S. Power List 2019" of the 50 most powerful people in the communications industry.

## Opening Keynote Speaker: Pulitzer Prize-Winning Reporter & Best-Selling Author Bob Woodward



**Bob Woodward** will pull the curtain back on Washington and its leaders to share stories that are sometimes surprising, sometimes shocking and always fascinating. He blends stories that are both up to the minute and from the past to provide historical context. Woodward helps people go behind the scenes to understand what's really going on in the halls of power in an age of 24-hour news, social media and snarky politics.

All 19 of Woodward's books have been national bestsellers, with movie versions made of three, including "All the President's Men."

Woodward, an associate editor at *The Washington Post*, has won nearly every major journalism award in America.

At the PRSA International Conference in San Diego, you'll be able to choose from a wide range of programs spotlighting the latest in public relations and communications strategies and tactics. At the same time, you'll enjoy opportunities to enhance your personal and professional network while connecting with some of the world's most influential companies and organizations. You'll meet communication and public relations colleagues along with over 300 industry experts from all career levels, sectors, work environments and industries during three days of practical insights and idea sharing.

See you in San Diego... Save \$100 — Register by Sept. 13!

**Save \$100 on your full Conference registration package with the Saver Rate when you register**

(<http://apps.prsa.org/Conferences/InternationalConference/registration/>) by **Sept. 13, 2019!**

Save Big!

Register Now! (<http://apps.prsa.org/Conferences/InternationalConference/registration/>)



Wrap up the Conference on a high note at a Keynote from one of our host city's most famous attractions, **San Diego Zoo**. You'll learn about San Diego Zoo Kids television channel, and meet some of its animal stars live and in person.

San Diego Zoo Kids TV, a 24-hour, commercial-free channel for children's hospitals, offers a welcome distraction and comfort to kids and their families when they need it most.

It debuted in 2013 at Rady Children's Hospital-San Diego. Since then, it's been installed in 250+ children's hospitals and Ronald McDonald Houses across the U.S. and in Canada, Mexico, Australia, New Zealand, Singapore, Pakistan, South Africa, Qatar and Curacao.

## What Can You Expect?

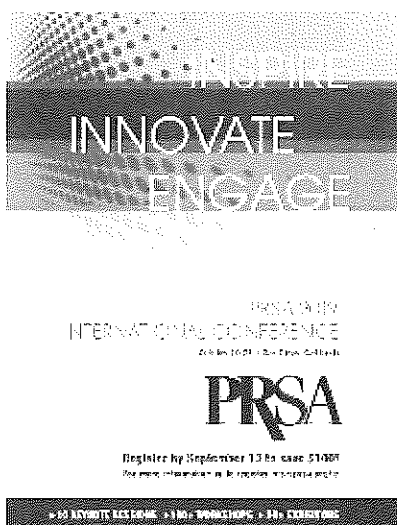
To get an idea of what to expect at a PRSA International Conference, check out these highlights from our inspiring keynote speakers at PRSA's 2018 International Conference in Austin, Texas, which attracted nearly 2,000 attendees who enjoyed 116 professional development breakout sessions and four amazing keynote speakers.

### PRSA 2018 International Conference Keynote Highlights



We are now planning similarly thought-provoking events for San Diego, and we hope you'll join us in person for their full presentations!

## Why You Must Attend

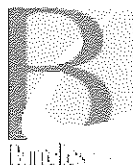


Download Event Brochure

(<http://apps.prsa.org/Conferences/InternationalConference/documents/PRSA-2019-International-Conference.pdf>)

**PRSA thanks its 2019 sponsors**

(<http://apps.prsa.org/Conferences/InternationalConference/sponsors-exhibitors/index.html>):





PRSA 2019 International Conference  
Oct. 20-22, 2019 | San Diego

**Saver Rate –  
Save \$100    Deadline: Sept. 13, 2019**

6

## Breakout Session Preview

With 100+ featured sessions, you'll have a wide variety of subjects to choose from that will help amplify your results. Take a look at the sessions below for a glimpse of the high-quality programming being offered.

### **Captain Marvel, Midway, Top Gun: Partnering With Filmmakers to Educate, Inform and Position Your Mission and Capabilities**

Each military service actively seeks opportunities to educate and inform the American public on the honor, courage and culture of the men and women serving around the world to keep our country safe. Placing historic locations, dynamic individuals, engaging narratives and amazing visuals into productions ranging from feature films and TV shows to video games and more may seem insurmountable. Hear how it all comes together!

#### **Panelists:**

- **Lt. Col. Nathan Broshear**, director, Secretary of the Air Force Entertainment Liaison Office, Los Angeles
- **Capt. (Ret.) Russell Coons**, director, Navy Office of Information West, Los Angeles
- **Lt. Col. (Ret.) Kenneth Hawes**, Director, Western Region, U.S. Army Public Affairs, Van Nuys, California
- **Major Matthew Hilton**, U.S. Marine Corps Entertainment Media Liaison Office Director, Camp Pendleton, California
- **Commander Steven Youde**, Director, Coast Guard Motion Picture & Television Office, Los Angeles

## After the Crisis — Then What? Moving a Community Away From Hate and Toward Hope

When a lone gunman opened fire at a synagogue in the small town of Poway outside San Diego, the Mayor's first words at the initial press conference was "This is not Poway," effectively setting the tone for a narrative of hope, healing and heroism. It's a reminder of the ripple effect that happens in crisis communications. How do we, as communicators, assess our place in that ripple, develop messages and connect with our audience? When the tragedy is hate-based, what role does communications play in helping move a community forward in the aftermath?

### Panelists:

- **Rene Carmichael**, community outreach coordinator, City of Poway
- **Christine Paik**, director of communications, Poway Unified School District
- **Lindsey Zipkin**, director of development, Anti-Defamation League San Diego Regional Office

## Journalists, Journalism and the Free Press in Peril

Many journalists in nations around the world are literally in peril — physically and professionally. Journalism itself, the free press is also threatened daily, even as many legacy news media organizations face grave new economic uncertainties. Learn how we as communications professionals can help protect journalists, journalism and the free press.

### Panelists:

- **John Paluszek, APR, Fellow PRSA**, founder and executive editor, Business in Society and past Chair, Global Alliance for Public Relations and Communications Management
- **J. Alex Tarquinio**, president, The Society of Professional Journalists
- **Dr. Courtney C. Radsch**, advocacy director, The Committee to Protect Journalists

## Around the World in a Day: Creating Global Internal Communications Campaigns That Work

In an era when information ricochets around the world in a flash, it's never been harder — yet more important — to follow a realistic and effective approach for communicating with your global workforce that balances local and regional nuances with international messaging. Hear directly from leading experts in a spirited panel discussion loaded with real-life stories that will inspire your own work.

### Panelists:

- **Christopher Hannegan**, senior adviser, employee engagement and communications
- **Kerri Warner**, head of employee communications, Mastercard
- **Rachel Setton**, manager of employee and corporate responsibility, Chevron
- **Rich Nelson**, former vice president and chief communications officer, Acco Brands

## Front Seat to History: Communications Leaders Share Experiences in Memorable World Events

Get an insider view into events and activities that defined history on a grand scale across the U.S. and around the world from people who've been at the front lines of memorable events like coordinating the Marine Corps' biggest media embed program in a war zone in U.S. history; planning, leading and executing 250+ events for the U.S. president, White House, members of Congress, United Nations and foreign dignitaries; leading public affairs teams in Afghanistan, Iraq and throughout the Arabian Gulf region; serving as spokesperson and public affairs for U.S. Department of Homeland Security; covering wars, government overthrows, peace talks as a foreign correspondent, and much more. In recent years, they've taken their leadership abilities and skill sets to iconic organizations, successfully transitioning to places that were not previously on their radar screen.

### Panelists:

- **Joseph Plenzler**, communications director, government and community relations, Wounded Warrior Project and retired Marine Corps veteran
- **Stephen Clutter**, Colonel Air Force (ret.) and deputy director, Public Affairs for Commander, Navy Installations Commands
- **Nico Melendez**, Navy Reserve Lieutenant Commander, former public affairs manager and spokesperson for the U.S. Department of Homeland Security, and CEO of Perceive Communications
- **Stephanie Young**, executive communications, Facebook and former active duty Coast Guard officer

## Creating a Peanut Allergy-Free Future by Driving Parents to Act

Groundbreaking research rewrote the rules on peanut allergy prevention. But it also led to tremendous confusion and concern. Discover how a research-based, empathetic, influencer-centric campaign by the National Peanut Board helped overcome objections and equipped parents to take control of their children's food allergy future.

### Panelists:

- **Mark Dvorak, APR, Fellow PRSA**, executive director/executive vice president, GOLIN
- **Ryan Lepicier**, senior vice president, marketing and communications, National Peanut Board

## Inside Latino News: Top Journalists Share Latest Trends on Why Latino Journalism Matters

Which opportunities are still unclaimed in the Latino market? How can you assist key journalists and get them to rely on you as a source? Learn how to generate Latino media coverage from top reporters. Discover fertile ground to increase media placement.



#### Panelists:

- **Sandra Dibble**, international journalist, San Diego Union Tribune and Pulitzer Prize-winning Miami Herald team member
- **Estephania Baez**, bi-national Emmy-nominated reporter, Televisa (TV) Network
- **Fanny Miller**, publisher, El Latino Magazine; president, National Association of Hispanic Publications
- **Guadalupe Venegas**, reporter and anchor, Telemundo Network

### Strategic Communications on the Front Line: Reaching Stakeholders During Combat Operations

How do military public affairs officers manage complex military operations in some of the most high-stakes communication environments? In a multi-domain battlespace where life is fragile, public affairs activities bring context, empathy and understanding where trauma and tragedy are all too common. Hear how military warfighters adeptly navigate the communication landscape, respond to adversaries, and build enduring relationships with U.S. audiences, military families, treaty allies and host nation partners.

#### Panelists:

- **Col. Chris Karns**, U.S. Air Force, Public Affairs Director, U.S. Africa Command
- **Lt. Col. Robert Bockholt**, U.S. Army, Public & Congressional Affairs Director, Redstone Arsenal
- **Maj. Justin Smith**, APR+M, U.S. Marine Corps, Deputy Assistant Chief of Staff, Communication Strategy & Operations, Camp Pendleton
- **Cmdr. Lesley Lykins**, U.S. Navy Reserves, U.S. Central Command

### How Columbia, S.C., Drew 400,000 People for the Eclipse

The longest 100% total eclipse for a metro area on the East Coast presented a tremendous regional tourism opportunity. See how the "Total Eclipse Weekend Columbia, S.C." campaign raised awareness of the region as a destination and fueled economic impact by motivating local entities to host eclipse-themed events. Explore how this award-winning campaign can serve as a model for your own strategic opportunities, activities and events.

#### Presenter:

- **Merritt McNeely**, vice president of marketing, Flock and Rally

### Communication Resiliency: Lessons Learned After Hurricane María

September 18, 2017, changed the history of Puerto Rico. Hurricane Maria, a Category 5 hurricane, devastated the island's infrastructure, and everything from telecommunications and electricity to housing and education was severely affected. Standard operating procedures for many public relations

practitioners had to change as they faced their “new normal” under the crisis. As people fled the island, communities suffered, international help arrived and the island slowly recovered, communication professionals learned to adjust their strategies, both internal and external, implementing short- and long-term plans that helped rebuild their communities and Puerto Rico.

**Presenters:**

- **Raquel Rivera Torres, APR**, corporate communications director, Grupo Ferre Rangel
- **Vivian T. Davila, APR**, public affairs and communications manager, Ford International

## **Taking a Stand for Ethics**

Courage, honesty, integrity, a servant’s heart, innovation and even high-end risk- taking are critical to achieving ethical values. No more knows that better than Paula Pedene, who took the ultimate risk to improve lives of military veterans and their families. One of the nation’s best-known whistleblowers, Pedene and a colleague exposed mismanagement and other issues that led to the exposure of secret wait lists hindering access to needed health care for our country’s veterans.

**Presenter:**

- **Paula Pedene, APR, Fellow PRSA**, owner, Paula Pedene and Associates

## **Big Data vs. Big Brother: How to Package Your Brand Data for Good**

Learn how to package the wealth of data at your fingertips so that it resonates with the public and drives reputation for your brand. Understand how to pivot the data conversation away from Big Brother, synthesize it and package it to resonate with consumers in a compelling narrative.

**Presenters:**

**Dan Waters**, media relations consultant, Allstate Insurance

**Kari Mather, APR**, communications manager, Allstate Insurance

## **Digital Strategy on a Shoestring Budget: Creating Effective Organic Content**

Look in-depth at steps that achieved organic audience-driven content for USPS and Under Armour and drove engagement and growth without paid media. Hear more about social media measurement and cost-effective sourcing solutions to populate your customer or client feeds.

**Panelists:**

**James Walker**, group vice president, Ruder Finn, and

**Katie Krum**, senior vice president, digital innovation, Weber Shandwick

## **Lessons From the Playing Field: What Fandom Teaches Us About**

## Public Relations Engagement

Examine how fan worship in sports drives emotional attachment to products, events, places and organizations. Explore ways that relationship management techniques, integrity and ethical behaviors create sports heroes, and how a compelling playbook can energize public interest.

### **Presenter:**

**Brad Horn**, professor of practice, public relations, S.I. Newhouse School of Public Communications, Syracuse University

## Marketing to Machines

Alexa sets the mood and picks a restaurant. Algorithms choose where and how to invest our money. How do we pivot from traditional, emotionally rich storytelling and appeal directly to intelligent but impassive machines? Get a pragmatic look at this ever-changing landscape.

### **Presenter:**

**Michael Diamond**, academic director, New York University School of Professional Studies, Division of Programs in Business

## Achieving Intercultural Competence: What Senior Leaders Have To Learn About Diversity and Inclusion

Learn about groundbreaking research supported by the Arthur W. Page Society Diversity Committee that opens a conversation for senior leaders to assess their knowledge as well as motivational and organizational assets in effectively practicing diversity and inclusion.

### **Panelists:**

**Aerial Ellis**, professor, public relations, Lipscomb University

**Rochelle Ford, Ph.D., APR**, dean, Elon University School of Communications, and

**Sheryl Battles**, vice president, corporate communications and diversity strategy, Pitney Bowes

© 2019, Public Relations Society of America, Inc. All rights reserved.

PRSA Website (<http://apps.prsa.org/>)



**ACTION ITEM**  
August 21, 2019

**TO:** Board of Directors

**FROM:** **Planning & Operations Committee**  
(Directors Yoo Schneider, Dick, Tamaribuchi)

Robert Hunter, General Manager                      Staff Contact: Kelly Hubbard

**SUBJECT:** **Adoption of the Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan for 2019**

**STAFF RECOMMENDATION**

---

Staff recommends the MWDOC Board of Directors adopt by resolution (attached) the 2019 Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan.

\*\*\*Please note, due to the size of the Plan, it has been posted on [https://www.mwdoc.com/wp-content/uploads/2019/05/OC-Regional-Water-and-Wastewater-MJHMP\\_Revised-Draft\\_050119.pdf](https://www.mwdoc.com/wp-content/uploads/2019/05/OC-Regional-Water-and-Wastewater-MJHMP_Revised-Draft_050119.pdf) and a copy is available at the MWDOC Administrative Front Office for review.

**COMMITTEE RECOMMENDATION**

---

Committee concurred with staff recommendation.

**SUMMARY**

---

MWDOC and 19 other participating water and wastewater utilities (see full list below) have updated the Orange County Regional Water and Wastewater Multi-jurisdictional Hazard Mitigation Plan, which was last approved in 2012. Hazard mitigation plans form the foundation for a community's long-term strategy to identify vulnerability to natural and man-made hazards. The plans also aim to reduce disaster losses by breaking the cycle of disaster damage, reconstruction, and repetitive damage. According to the federal Disaster Mitigation Act of 2000, State and local governments are required to develop hazard mitigation plans and update them every five years as a condition for receiving certain types of nonemergency disaster assistance, including grant funding for mitigation projects.

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

The plan is structured to have a base plan and appendixes that reflect information that is generic to all participating agencies, such as the planning process, risk assessment, mitigation strategy, and plan maintenance. In addition, there are Annexes that are specific to each agency, including a description of physical infrastructure assets, potential disaster impacts, and the mitigation goals and actions for each participating agency.

MWDOC in coordination with the Water Emergency Response Organization of Orange County (WEROC), has worked with Michael Baker International to lead the process to update the plan. The process included five planning meetings, individual agency meetings for assistance, public outreach, and plan approval. Public outreach is an essential element in the process, which included inviting the public to review the plan via the MWDOC website and social media accounts. The plan was approved by the California Office of Emergency Services and tentatively approved (pending governing body approval) by the Federal Emergency Management Agency (FEMA). Before FEMA can give final approval, each participating agencies' governing body must approve the plan by resolution. Once approved by the governing body, the plan will be resubmitted to FEMA for final approval.

#### **Participating Water and Wastewater Utilities:**

- Municipal Water District of Orange County
- Orange County Water District
- Orange County Sanitation District
- South Orange County Wastewater Authority
- City of Buena Park (Utilities Division)
- El Toro Water District
- City of Garden Grove (Water Division)
- Garden Grove Sanitary District
- City of La Habra (Water Division and Wastewater Division)
- Laguna Beach County Water District
- Mesa Water District
- Moulton Niguel Water District
- City of Newport Beach (Utilities Department)
- City of Orange (Water and Wastewater Division)
- Santa Margarita Water District
- Serrano Water District
- South Coast Water District
- Trabuco Canyon Water District
- City of Westminster (Water Division)
- Yorba Linda Water District

## **DETAILED REPORT**

---

### **Background on Local Hazard Mitigation Plans**

Beginning in 2004 FEMA began restricting grant applications for pre- and post-disaster hazard mitigation funds for any agencies not covered by an approved Hazard Mitigation

Plan. FEMA funds are available for the purpose of mitigating damage to public facilities due to a natural disaster – fire, flood, earthquakes, landslides, etc. For example, a structural retrofit of a water treatment plant to protect against earthquakes would be eligible, but only if a Hazard Mitigation Plan has been previously prepared that identified earthquakes as a risk and the need to evaluate facilities for seismic safety and therefore retrofit. The plans are extensive documents that require a significant amount of staff time to prepare and update. The benefits of completing a plan include:

- Preparation of these plans ultimately helps an Agency to save money through grants and by preparing to protect assets rather than waiting for disasters to strike and then repeatedly rebuilding assets.
- Qualifies agencies to submit for Hazard Mitigation Implementation Grants. FEMA allocates funding every year for these types of grants.
- During disaster recovery efforts, Hazard Mitigation elements can be added into the recovery work and can be submitted for funding by FEMA. Without the plan, disaster recovery is limited to what was already there.
- Going through the process of reviewing the water and wastewater system operations and impacts from natural hazards are good business practice and allow an agency to anticipate what might happen in the future to be better prepared.

### **Background on OC Water and Wastewater Mitigation Plan**

In 2005, WEROC started to work with its member agencies, CalOES and FEMA to fund the first multi-jurisdictional plan through a Hazard Mitigation Planning Grant. In 2007, with the assistance of the Mitigation Grant, the Municipal Water District of Orange County (MWDOC) along with 19-member agencies prepared a Multi-Jurisdictional Hazard Mitigation Plan (HMP or Plan) that identified critical water and wastewater facilities in the county, and mitigation actions in the form of projects and programs to reduce the impact of natural and manmade hazards on these facilities. The vision of a plan that takes into consideration regional and local infrastructure and how it works together while building it stronger supported other planning efforts such as the South Orange County Reliability Study and later the Orange County Reliability Study.

This plan builds on the original 2007 Plan and a previous update approved in 2012. MWDOC was joined in this current update by 19 participating water and wastewater utilities. The Plan was prepared with input from county residents, orange county emergency managers, and with the support of the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA).

Several sections of the 2019 Plan update have been modified and reorganized from the original 2007 Plan and 2012 Plan update, including the use of annexes for each of the participating jurisdictions. Changes made to specific sections of the Plan are summarized on Page 14. Here are some of the major modifications:

- *Section One:* Section One has been significantly modified to move profile information specific to each participating jurisdiction to the Jurisdictional Annexes. The text has also been modified to clarify the multi-jurisdictional involvement and why OC water utilities felt it was important to participate in a joint planning process.
- *Section Two:* Section Two now documents the Planning Process.

- *Section Three:* Section Three now comprises the Risk Assessment. The hazards have been updated to reflect hazards that affect the planning area, as determined by the Planning Team.
- *Section Four:* Section Four now documents the Mitigation Strategy. This section was renamed and includes overarching hazard mitigation goals for the planning area. It was determined through the Planning Team meetings that some mitigation goals are similar for all participating jurisdictions and therefore one set of regional goals were developed.
- *Section Five:* Section Five now documents the Plan Maintenance process.
- *Section Six:* Section Six now documents the Plan references and has been updated to reflect references used in the preparation of the 2019 Plan update.
- *Jurisdictional Annexes:* The Jurisdictional Annexes are new to the Plan update. An annex is provided for each Agency and includes updated components of the hazard mitigation plan that are specific to each jurisdiction.
- *Appendices:* The Appendices have been completely updated to include 2019 Plan update materials.

### **Risk Assessment**

Risk Assessment requires the collection and analysis of hazard-related data to enable local jurisdictions to identify and prioritize appropriate mitigation actions that will reduce losses from potential hazards. The Planning Team went through a 4-step process for Risk Assessment:

1. Hazard Identification
2. Hazard Prioritization
3. Hazard Profile
4. Vulnerability Assessment

The Risk Assessment process is conducted on both a Regional and Agency level. The Regional Assessment is reflected in Section 3 of the Plan, and the Agency specific assessment is reflected in each Agency's respective Annex. MWDOC's specific information is located within Annex A-MWDOC Annex.

### **Hazard Identification**

The Planning Team reviewed the list of FEMA-identified hazards, the 2012 Plan, as well as other relevant information to determine the extent of hazards with the potential to affect the planning area. A discussion of potential hazards during the first Planning Team meeting resulted in the identification of the natural and human-induced hazards that pose a potential risk to all or a portion of the County and individual Agency. This discussion resulted in the removal of tornados and extreme heat (included in the 2012 plan) and the addition of power outage and climate change into this Plan. Additionally, for this plan update, some of the hazards were reorganized or combined under a primary heading, such as Geologic Hazards, which includes expansive soils and land subsidence and Seismic Hazards, which include fault rupture, ground shaking, and liquefaction.

### **Hazard Prioritization**

The Planning Team used a Microsoft Excel-based tool to prioritize the identified hazards by assigning each hazard a ranking based on probability of occurrence and the potential impact. These rankings were assigned based on a group discussion, knowledge of past

occurrences, and familiarity with each Agency's vulnerabilities. Four criteria were used to establish priority:

- Probability (likelihood of occurrence)
- Location (size of the potentially affected area)
- Maximum Probable Extent (intensity of damage)
- Secondary Impacts (severity of impacts to the community)

### Regional Hazard Rankings

Hazard Type	Hazard Planning Consideration
Power Outage	High
Wildfire	High
Seismic Hazards – Ground Shaking	High
Seismic Hazards – Liquefaction	High
High Winds/Santa Ana Winds	Medium
Drought	Medium
Dam/Reservoir Failure	Medium
Flood	Medium
Earthquake Fault Rupture	Medium
Landslide/Mudflow	Medium
Contamination	Low
Human Cause Hazards – Terrorism	Low
Human Caused Hazards – Hazardous Materials	Low
Urban Fire	Low
Geological Hazards – Land Subsidence	Low
Geological Hazards – Expansive Soils	Low
Tsunami	Low

### Hazard Profile

Each hazard profile addresses the following:

- *Description (Nature) of the Hazard:* Describes the hazard and its characteristics.
- *History/Past Occurrences:* Provides a history of the hazard and identifies previous occurrences. Where an occurrence is specific to an Agency, this information is provided.
- *Location/Geographic Extent:* Describes the location (geographic) area affected by the hazard. If the hazard affects the entire planning area, it is noted. For geographically specific hazards, the specific Agency's affected by the hazard are identified and discussed further in the Jurisdictional Annexes.
- *Magnitude/Severity:* Describes the extent (magnitude or severity) of each hazard. If a hazard has a uniform extent for all the Agencies, it is noted. For geographically specific hazards, mapping is provided that illustrates the extent of the hazard for the entire planning area. Mapping for applicable hazards specific to an Agency is provided in the Jurisdictional Annexes.
- *Probability of Future Occurrences:* Provides a discussion of the probability of future occurrences of the hazard based on the history of past occurrence, location, and severity. If the likelihood of occurrence is the same for all jurisdictions or varies amongst the jurisdictions, it is noted.



### Hazard Vulnerability

In preparation of the 2019 Plan update, infrastructure mapping for each of the Agency's was completed. An independent consultant working directly with MWDOC (who coordinated with all of the WEROC Member Agencies), updated water and wastewater infrastructure information for each Agency. As part of the 2019 Plan update, these critical facilities were overlaid with mapped hazard areas to determine which physical infrastructure assets are in each hazard area and to assess overall vulnerabilities.

### **Mitigation Strategy**

The mitigation strategy and actions were developed by the Planning Team based upon an in-depth review of the vulnerabilities and capabilities described in the Plan. The mitigation actions described in the Jurisdictional Annexes represent each Agency's risk-based approach for reducing and/or eliminating the potential losses as identified in the Risk Assessment. Additionally, it was determined that there are some overarching regional mitigation goals that are the same for all of the Agencies:

1. Minimize vulnerabilities of critical facilities and infrastructure to minimize damages and loss of life and injury to human life caused by hazards.
2. Minimize security risks to water and wastewater infrastructure.
3. Minimize interruption to water and wastewater utilities.
4. Improve public outreach, awareness, education, and preparedness for hazards in order to increase community resilience.
5. Eliminate or minimize wastewater spills and overflows (Wastewater agencies).
6. Protect water quality and supply, critical aquatic resources and habitat to ensure safe water supply.
7. Strengthen Emergency Response Services to insure preparedness, response, and recovery during any major or multi-hazard event.

### **Ongoing Mitigation Planning**

The Plan is a working document that will grow and change as our communities and the participating agencies do. This means at times participating agencies may identify a higher priority than noted in this Plan or redirection of goals based on current information or updated decisions. In consideration of this concept, there may be projects or policies that need to be considered that were not included in this document. These changes will be documented during the Plan implementation and formal updates to the Plan will be made every five years as required.

## **BOARD OPTIONS**

---

### **Option #1**

Staff recommends the MWDOC Board of Directors adopt by resolution (attached) the 2019 Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan.

**Fiscal Impact:** None

**Business Analysis:** Maintain MWDOC's eligibility for Hazard Mitigation Grants

### **Option #2**

Take no action and provide staff with additional guidance.

**Fiscal Impact:** Unable to apply for Hazard Mitigation grants.

**Business Analysis:** MWDOC would be ineligible for grant funding, Member agencies are not impacted and would still be eligible as long as they adopt the plan.

## **STAFF RECOMMENDATION**

---

### **Option # 1**

Staff recommends the MWDOC Board of Directors adopt by resolution (attached) the 2019 Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan.

Attachment A: A RESOLUTION OF THE Municipal Water District of Orange County APPROVING AND ADOPTING THE ORANGE COUNTY REGIONAL WATER AND WASTEWATER HAZARD MITIGATION PLAN

Attachment B: Orange County Regional Water & Wastewater, Multi-Jurisdictional Hazard Mitigation Plan Update PowerPoint

**Exhibit A  
Resolution**

**RESOLUTION NO. XX  
A RESOLUTION OF THE Municipal Water District of Orange County APPROVING  
AND ADOPTING THE ORANGE COUNTY REGIONAL WATER AND WASTEWATER  
HAZARD MITIGATION PLAN**

**WHEREAS**, the United States Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, the Disaster Mitigation Act of 2000 requires all cities, counties and special districts to develop and adopt a Hazard Mitigation Plan (HMP) to be eligible to receive federal grants pertaining to disaster preparedness; and

**WHEREAS**, MWDOC recognizes that the threat from natural hazards poses a risk to water and wastewater utilities and the individuals they serve, and impacts can result in regional economic and public health consequences; and

**WHEREAS**, by planning for natural and manmade hazards and implementing projects that mitigate risk, utilities can reduce costly damage and improve the reliability of service following a disaster; and

**WHEREAS**, the Municipal Water District of Orange County, and 19-other member agencies participated in the development of the HMP in conjunction with a consultant; and

**WHEREAS**, the resources and information within the HMP will allow MWDOC and the member agencies to identify and prioritize future mitigation projects, meet the requirements of federal assistance programs and grant applications, and encourage coordination and collaboration in meeting mitigation goals; and

**WHEREAS**, a Planning Team was formed to participate in the FEMA-prescribed mitigation planning process to prepare the HMP; and

**WHEREAS**, a public outreach strategy was employed as a required component of developing the HMP, including posting information on member agency websites, email and social media distribution, community survey, and presentations at the Orange County Business Council and Orange County Emergency Management Organization meetings; and

**WHEREAS**, the HMP was made available for public review from August 10, 2018, to September 10, 2018, and

**WHEREAS**, on October 15, 2018, the HMP was provided to the California Department of Emergency Services (CalOES) for review; and

**WHEREAS**, the HMP was revised based on CalOES feedback and was submitted to the Federal Emergency Management Agency (FEMA) for review on February 20, 2019; and

**WHEREAS**, the HMP received FEMA Approval Pending Adoption on July 8, 2019 subject to the member agencies adopting resolutions approving and adopting the HMP; and

**WHEREAS**, the MWDOC Board of Directors has reviewed the HMP; and

**WHEREAS**, the HMP identifies and assesses hazards most likely to affect MWDOC and its Member Agencies and provides actions to mitigate them.

**NOW, THEREFORE BE IT RESOLVED by the MWDOC Board of Directors that the ORANGE COUNTY REGIONAL WATER AND WASTEWATER HAZARD MITIGATION PLAN is hereby approved and adopted by MWDOC.**

**APPROVED, SIGNED, AND ADOPTED** on this 21<sup>st</sup> day of August, 2019 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Maribeth Goldsby, District Secretary  
Municipal Water District of Orange County



## Presentation Outline

- Hazard Mitigation Planning
  - Overview and benefits
  - Plan requirements and process
- Orange County Regional Water and Wastewater Multi-Jurisdictional Mitigation Plan (OC MJHMP)
  - Benefits of Regional Planning
  - Framework
  - Hazard/risk identification
  - Mitigation strategy




<p><b>What is Hazard Mitigation?</b></p>	<ul style="list-style-type: none"> <li>• <b>Sustained actions</b> taken to reduce or eliminate <b>long-term</b> risk to life and property from hazards</li> <li>• Mitigation actions do <b>NOT</b> stop a hazard from occurring</li> <li>• Mitigation actions <b>REDUCE</b> the impact of a hazard when it occurs</li> </ul>
<p><b>What is a Hazard Mitigation Plan?</b></p>	<ul style="list-style-type: none"> <li>• Identifies the natural hazards a community faces</li> <li>• Assesses the risk/vulnerability to the hazards</li> <li>• Identifies specific actions that can be taken to reduce the risk from the hazards</li> </ul>
<p><b>What is a Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)</b></p>	<ul style="list-style-type: none"> <li>• A hazard mitigation plan in which multiple entities join efforts into one planning process</li> <li>• MJHMP benefit participating agencies by facilitating cross jurisdictional discussions, collaboration and planning</li> <li>• Each participating agency in a MJHMP are approved as independent governing jurisdictions</li> </ul>

**Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.**

3 Michael Baker INTERNATIONAL

## Benefits of an Updated and Approved HMP

- Increases awareness of hazards, risk, and vulnerabilities
- Identifies actions for risk reduction
- Aligns risk reduction with other objectives
- Builds partnerships for risk reduction
- Focuses resources on the greatest risks

4

## Benefits of an Updated and Approved HMP – Cont.

- Communicates priorities to potential funding sources
- Enables action to reduce loss of life and property, lessening impact of disasters
- FEMA-approved HMP is a condition for receiving certain types of non-emergency disaster funding



5

Michael Baker  
INTERNATIONAL

## Plan Requirements and Process

- Review and incorporate existing plans, studies, reports, and technical information
- Document how the plan was prepared and who was involved
- Identify how the plan will be monitored, evaluated, and updated regularly
  - Provide for continued public participation in plan maintenance
  - Five-year cycle for FULL updates

6

Michael Baker  
INTERNATIONAL

## Plan Requirements and Process

Public Involvement	Risk Assessment	Mitigation Strategies
<ul style="list-style-type: none"> <li>Residents/business owners</li> <li>Government agencies</li> <li>Community organizations</li> <li>Schools</li> <li>Non-profits</li> </ul>	<ul style="list-style-type: none"> <li>Identify &amp; profile hazards               <ul style="list-style-type: none"> <li>Description</li> <li>History</li> <li>Location</li> <li>Magnitude/severity</li> <li>Likelihood</li> </ul> </li> <li>Identify risks</li> <li>Potential losses               <ul style="list-style-type: none"> <li>Critical facilities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Capabilities               <ul style="list-style-type: none"> <li>Ability to expand</li> </ul> </li> <li>Goals</li> <li>Specific actions</li> <li>Actions completed since last plan</li> <li>Integration into other planning mechanisms</li> </ul>

7

Michael Baker  
INTERNATIONAL

## OC Water & Wastewater Multi-Jurisdictional Hazard Mitigation Plan (OC MJHMP)



8

Michael Baker  
INTERNATIONAL



## Benefits of Regional Planning

- Standing OC Water and Wastewater Utility Best Practice
- Historically
  - Worked together to improve regional and local reliability and resiliency
  - Utilize joint or collaborative capital improvement projects, planning processes and emergency management practices
- This Plan
  - Focused only on the agencies that provide drinking water and wastewater services
  - Greater analysis of the risk as it applies specifically to these services
  - Project planning driven by the principles of economies of scale
  - Enhance limitations on risk by working together

9

Michael Baker  
INTERNATIONAL

## OC MJHMP Framework

- Introduction –
  - Purpose, what's new/what changed, multi-jurisdictional participation, plan organization
- Planning Process Documentation –
  - Process to update the plan
- Risk Assessment –
  - Hazard identification/ prioritization, profiles, vulnerability assessment
- Mitigation Strategy –
  - Goals, overview, regional considerations
- Plan Maintenance –
  - Monitoring, evaluating, updating and implementing the plan
- Jurisdictional Annexes –
  - Profile, hazards, vulnerabilities, capabilities and mitigation actions

10

Michael Baker  
INTERNATIONAL

## Hazard Identification

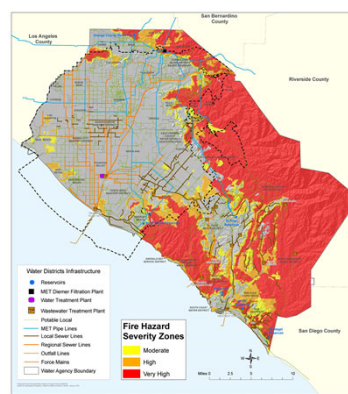
- Planning Team reviewed FEMA-identified hazards, 2013 Plan, other relevant information
- Natural and Human-induced hazards
- Prioritized hazards
  - Probability – likelihood of occurrence
  - Location – size of potentially affected area
  - Extent – intensity of damage
  - Secondary impacts – impacts to the community

11

Michael Baker  
INTERNATIONAL

## Risk Identification

- GIS mapping of water/wastewater infrastructure overlaid with hazard maps
  - Wildfires
  - Flood
  - Fault rupture
  - Earthquakes
  - Liquefaction/landslides
  - Tsunamis
- Replacement cost and value to the community
  - Worst-case scenario assuming complete cost of replacement
  - Relative measure of the impacts of the various hazards



12

Michael Baker  
INTERNATIONAL

## MWDOC Hazards & Risks

### High Significance Hazards

- Power Outage
- Wildfire (NEOC)
- Earthquake Fault Rupture & Seismic Hazards (liquefaction)

### Infrastructure Risks

- WEROC North & South EOC.
- MWDOC Administrative building.

13

Michael Baker  
INTERNATIONAL

## Mitigation Strategy Identification Process

- Reviewed risk and capabilities specific to each jurisdictions
- Mitigation strategies reflect vulnerabilities of critical facilities
- Reviewed existing mitigation actions to determine:
  - Relevant mitigation actions that should remain or be revised
  - Mitigation actions that are no longer feasible/viable
  - Mitigation actions that have been completed
  - New mitigation actions

14

Michael Baker  
INTERNATIONAL

## MWDOC Top Priorities for Mitigation

- Structural and non-structural building seismic improvements at SEOC and MWDOC offices.
- Complete AWIA Risk Reduction Analysis.
- Support Member Agencies in their efforts.

15

Michael Baker  
INTERNATIONAL

## Action Required Today

- Today:
  - Adopt the Orange County Regional Water and Wastewater Multi-Jurisdictional Mitigation Plan
  - Date of first agency's adoption starts 5-year update timeline
- WEROC Staff will support Member Agencies:
  - Implement mitigation actions
  - APPLY for mitigation grant funds for projects!!!
  - Monitor implementation of the plan
  - Continue community and partner agency involvement
- In 5 Years:
  - WEROC will lead updates of the OC MJHMP

16

Michael Baker  
INTERNATIONAL

# Questions

**Kelly Hubbard**

Director of Emergency Management

O: [\(714\) 593-5010](tel:(714)593-5010) | C: [\(714\) 715-0283](tel:(714)715-0283)

E: [khubbard@mwdoc.com](mailto:khubbard@mwdoc.com)



**ACTION ITEM**  
August 21, 2019

**TO:** Board of Directors

**FROM:** **Public Affairs & Legislation Committee**  
(Directors Dick, Thomas, McVicker)

Robert Hunter  
General Manager

Staff Contact: Tiffany Baca

**SUBJECT: Recommendation for Sponsorship of Maven's Notebook**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors authorize a sponsorship of Maven's Notebook at a cost of \$2500.

**COMMITTEE RECOMMENDATION**

---

Committee (by a vote of 2-1) concurred with staff recommendation. Director Dick preferred the District join at the Bronze level (consistent with ACWA, Mesa, SMWD and others) at the cost of \$999 (or less).

**SUMMARY**

---

*Maven's Notebook* is a valuable online resource dedicated to California water topics. The daily publication - produced by Chris Austin (The Maven) - offers unbiased reporting on California water supply and demand, legislation and policy, infrastructure, storage, and more. Since 2012, *Maven's Notebook* has covered important and timely matters that include the California WaterFix, the Oroville Dam Spillway, and State Water Resources Control Board issues to name a few.

Additionally, *Maven's Notebook* provides original coverage of meetings and conferences, and supplies other informational items gathered from reliable sources on the web. These sources include newspaper articles, editorials, commentaries, blogs, press releases, legal analyses, reports, and scientific research. Depended on by California water leaders, *Maven's Notebook* relies on public support to fund its reporting. Metropolitan Water District of Southern California is a Platinum Sponsor, Laguna Beach County Water District is a Silver Sponsor, and Association of California Water Agencies, Mesa Water, Santa Margarita Water District, and Santa Ana Watershed Project Authority are Bronze Sponsors to name a few.

Budgeted (Y/N): Y	Budgeted amount: \$2500	Core __	Choice __
Action item amount: \$2500		Line item: 32-7670	
Fiscal Impact (explain if unbudgeted):			

## DETAILED REPORT

---

Free to 4,000 subscribers, *Maven's Notebook* provides the following benefits six days a week:

- Breaking news alerts
- Information and complete reports on major planning and regulatory efforts
- Updates on state and federal agency activities
- Verbatim quotes from authorities involved in water debate
- Monthly calendars providing comprehensive information on water related conferences, legislative hearings, workshops, and seminars held throughout California

As a Gold sponsor of *Maven's Notebook*, MWDOC will receive daily emails to staff, weekly newsletters, and unlimited access to Maven's California Water Library, an expertly curated "reservoir" of documents, images, and maps related to California water. MWDOC will also receive unlimited access to the online calendar of water-focused events throughout the state, and logo recognition on MavensNotebook.com. The MWDOC logo will link directly to [www.mwdoc.com](http://www.mwdoc.com) and will be accessible to nearly 15,000 monthly visitors. MWDOC's support of *Maven's Notebook* will also be visible to a significant social media audience of an estimated 9,000 *Maven's Notebook* followers.



**ACTION ITEM**  
August 21, 2019

**TO:** Board of Directors

**FROM:** **Administration & Finance Committee**  
(Directors Thomas, Finnegan and McVicker)

Robert Hunter  
General Manager

Staff Contact: Heather Baez

**SUBJECT: ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) REGION 10 ELECTION**

**STAFF RECOMMENDATION**

---

Staff recommends that the Board review the candidates and authorize President Barbre, or his designee, to cast the District's ballot for the Nominating Committee's Recommended Slate of candidates for the ACWA Region 10 Board of Directors election.

**COMMITTEE RECOMMENDATION**

---

The Administration and Finance Committee recommends that the Board authorize President Barbre or his designee to cast the District's ballot for Individual Board Candidate Nominations for the ACWA Region 10 Board of Directors. Specifically, that all five (5) choices be from Orange County.

Staff note: The ACWA Region 10 Rules and Regulations stipulate that the 2020-2021 term shall consist of a Chair and two (2) Board Members from San Diego County and a Vice Chair and three (3) Board Members from Orange County. **ACWA staff advised that if an agency submits a ballot with five (5) choices all from the same county, they would be asked to resubmit and vote only for two (2) from San Diego County and three (3) from Orange County.**

<b>Budgeted (Y/N):</b> n/a	<b>Budgeted amount:</b> n/a	<b>Core</b> X	<b>Choice</b> __
<b>Action item amount:</b> None		Line item:	
<b>Fiscal Impact (explain if unbudgeted):</b>			



## SUMMARY

---

The Region 10 Nominating Committee has agreed upon a slate of candidates to lead ACWA Region 10 for the 2020-2021 term. The Nominating Committee includes:

- Gary Arant, Valley Center Municipal Water District
- Doug Davert, East Orange County Water District
- Doug Wilson, Padre Dam Municipal Water District
- Rick Shintaku, South Coast Water District

The recommended slate is outlined on the attached ACWA Region 10 ballot along with the additional candidates for consideration.

The Region 10 Board is comprised of Chair, Vice Chair and up to five Board Member positions for a total of seven. These seats are split between Orange and San Diego counties. The two counties rotate between Chair and Vice Chair, with the county serving as Vice Chair having the extra seat. This term, San Diego County will take over the Chair position, leaving one less seat for a San Diego County director and adding one from Orange County. This term, Orange County will have four seats San Diego County will have three.

The leadership of ACWA's ten geographical regions is integral to the leadership of the Association as a whole. The Chair and Vice Chair of Region 10 serve on ACWA's Statewide Board of Directors and recommend all committee appointments for Region 10. The members of the Region 10 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

On August 1, 2019, ballots were sent to General Managers and Board Presidents. One ballot per agency will be counted. Completed ballots are due no later than September 30, 2019. On October 4, 2019, election results will be announced. The newly elected Region 10 Board Members will begin their two-year term of service on January 1, 2020.

You may either vote for the slate recommended by the Region 10 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications).

The Nominating Committee's Recommended Slate is as follows:

- DeAna Verbeke, Board Member, Helix Water District (San Diego County)\*
- Cathy Green, Director, Orange County Water District (Orange County)\*
- Jim Atkinson, Director, Mesa Water District (Orange County)\*
- Betty Evans, Director/Vice President, Vallecitos Water District (San Diego County)\*
- Charles T. Gibson, Board Member, Santa Margarita Water District (Orange County)\*
- Shauna Lorange, Department Director, City of San Diego Public Utilities (San Diego County)
- George Murdoch, Director, East Orange County Water District (Orange County)

\* Indicates incumbent

## BOARD OPTIONS

---

### Option #1

- Authorize President Barbre or his designee to cast the district's ballot for the Nominating Committee's Recommended Slate of candidates for the ACWA Region 10 Board of Directors.

**Fiscal Impact:** None

**Business Analysis:** ACWA is the leading statewide organization representing water agencies in Sacramento and Washington D.C. Having strong candidates representing Orange County on the ACWA Region 10 Board will benefit all water districts throughout the county.

### Option #2

- Authorize President Barbre or his designee to cast the district's ballot for Individual Board Candidate Nominations for the ACWA Region 10 Board of Directors.

**Fiscal Impact:** None

**Business Analysis:** Same as option #1

### Option #3

- Take no action

**Fiscal Impact:** None

**Business Analysis:** MWDOC would not have an opportunity to vote for ACWA's Region 10 Board.

## STAFF RECOMMENDATION

---

Option #1

### ATTACHED:

- ACWA Region 10 Board Ballot
- ACWA Region 10 Rules and Regulations
- Letter from OCWD President Vincente Sarmiento, Request for Support for Cathy Green for ACWA Region 10 Board Vice Chair

# OFFICIAL REGION 10 Board Ballot

2020-2021  
TERM



**Please return completed  
ballot by September 30, 2019**

E-mail: [regionelections@acwa.com](mailto:regionelections@acwa.com)  
Mail: ACWA  
910 K Street, Suite 100  
Sacramento, CA 95814

## General Voting Instructions:

**1** You may either vote for the slate recommended by the Region 10 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.

**2** Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

## Region 10 Rules & Regulations:

The chair and vice chair shall be from different counties. The 2020-2021 Term shall consist of a Chair and 2 Board Members from San Diego County and a Vice Chair and 3 Board Members from Orange County. At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

**1**

### Nominating Committee's Recommended Slate

☐ I concur with the Region 10 Nominating Committee's recommended slate below.

**CHAIR: DeAna Verbeke**, Board Member, Helix Water District (San Diego County)

**VICE CHAIR: Cathy Green**, Director, Orange County Water District (Orange County)

#### BOARD MEMBERS:

- **Jim Atkinson**, Director, Mesa Water District (Orange County)
- **Betty Evans**, Director/Vice President, Vallecitos Water District (San Diego County)
- **Charles T. Gibson**, Board Member, Santa Margarita Water District (Orange County)
- **Shauna Lorange**, Department Director, City of San Diego Public Utilities (San Diego County)
- **George Murdoch**, Director, East Orange County Water District (Orange County)

OR

### Individual Board Candidate Nominations

(See Rules & Regulations before selecting)

☐ I do not concur with the Region 10 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

#### CANDIDATES FOR CHAIR: (CHOOSE ONE)

- ☐ **Shauna Lorange**, Dept. Director, City of San Diego Public Utilities (San Diego County)
- ☐ **DeAna Verbeke**, Board Member, Helix Water District (San Diego County)

#### CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- ☐ **Betty Evans**, Director/Vice President, Vallecitos Water District (San Diego County)
- ☐ **Cathy Green**, Director, Orange County Water District (Orange County)
- ☐ **Shauna Lorange**, Dept. Director, City of San Diego Public Utilities (San Diego County)

#### CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- ☐ **Jim Atkinson**, Director, Mesa Water District (Orange County)
- ☐ **Betty Evans**, Director/Vice President, Vallecitos Water District (San Diego County)
- ☐ **Charles T. Gibson**, Board Member, Santa Margarita Water District (Orange County)
- ☐ **Cathy Green**, Director, Orange County Water District (Orange County)
- ☐ **Hayden Hamilton**, Director, Rainbow Municipal Water District (San Diego County)
- ☐ **Shauna Lorange**, Dept. Director, City of San Diego Public Utilities (San Diego County)
- ☐ **Mark Monin**, Vice President, El Toro Water District (Orange County)
- ☐ **George Murdoch**, Director, East Orange County Water District (Orange County)
- ☐ **Peer Swan**, Board Director, Irvine Ranch Water District (Orange County)
- ☐ **Richard L. Vasquez**, Vice President, Board of Directors, Division 2, Vista Irrigation District (San Diego County)
- ☐ **DeAna Verbeke**, Board Member, Helix Water District (San Diego County)

**2**

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE  
Page 191 of 223

# Region 10 Rules and Regulations

*Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).*

## **Officers**

The chair and vice chair shall be from different counties.

At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

The region board members shall alternate every two years with three from one county and two from the other. The county from which the chair comes from shall have two region board members and the county from which the vice chair comes from shall have three region board members.

The chair will provide the region secretary.

## **Meetings**

The region will hold at least quarterly meetings, including the ACWA spring and fall conferences.

The region chair will determine when and if nonmembers are invited to regional activities or events.

## **Attendance**

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

## **Elections**

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.)

Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of four persons, two from each county.

The nominating committee shall pursue qualified members within the region to run for the region board and consider geographic diversity, agency size and focus in selecting a slate.

A member of the nominating committee cannot be nominated by the committee for an elected position.

*See current region election timeline for specific dates.*

## **Endorsements**

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

## **Committee Recommendations & Representation**

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

The chair and vice chair will recommend an official alternate for excused committee members.

## **Tours**

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a "release and waiver" to attend any and all region tours. Attendees agree to follow environmental

guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

## **Finances**

*See “Financial Guidelines for ACWA Region Events” document.*

## **Amending the Region Rules & Regulations**

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors.

The region 10 rules and regulations can be changed at any time with advanced written notice to member agencies.

DIRECTORS

DENIS R. BILODEAU, P.E.  
JORDAN BRANDMAN  
CATHY GREEN  
DINA L. NGUYEN, ESQ.  
KELLY E. ROWE, C.E.G., C.H.  
VICENTE SARMIENTO, ESQ.  
STEPHEN R. SHELDON  
TRI TA  
ROGER C. YOH, P.E.  
AHMAD ZAHRA



ORANGE COUNTY WATER DISTRICT

ORANGE COUNTY'S GROUNDWATER AUTHORITY

OFFICERS

President  
VICENTE SARMIENTO, ESQ.  
First Vice President  
CATHY GREEN  
Second Vice President  
STEPHEN R. SHELDON  
General Manager  
MICHAEL R. MARKUS, P.E., D.WRE

June 18, 2019

Brett R. Barbre, President  
Municipal Water District of Orange County  
P.O. Box 20895  
Fountain Valley, CA 92728

RE: Request for your vote in support of Cathy Green for ACWA Region 10 Board Vice Chair

Dear President Barbre and Board of Directors:

On behalf of Orange County Water District (OCWD), it is an honor to recommend Cathy Green for election to the Association of California Water Agencies (ACWA) Region 10 board as Vice Chair. Director Green has both the dedication and background to represent ACWA Region 10.

Currently, Cathy Green is Chair of ACWA Region 10, and has served as Vice Chair and Director. She has also served as an ACWA State Legislative Committee member and on ACWA's Water Quality committees since 2012. Additionally, she has participated on the Water Advisory Committee of Orange County (WACO).

Cathy Green serves as 1<sup>st</sup> Vice President of the OCWD Board of Directors and was first elected to the OCWD Board of Directors in November 2010 and was re-elected in 2012 and 2016. She was selected by the board to serve as its 2013, 2014 and 2019 1st Vice President, and as President in 2015 and 2016.

Prior to Director Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as Mayor.

Director Green was involved as a council liaison and committee member on many city boards, commissions and committees. In addition, Director Green is a registered nurse and holds a degree in law. Due to her extensive leadership role in local government, her experience and guidance at OCWD, WACO and ACWA and her extensive knowledge of water-related issues facing ACWA Region 10, I would appreciate your organization's vote for Cathy Green's continued representation on the ACWA Region 10 Board as Board Vice Chair. If you have any questions or need additional information, please do not hesitate to contact OCWD's Legislative Liaison, Alicia Dunkin at [adunkin@ocwd.com](mailto:adunkin@ocwd.com) or at (714) 477-3750. Thank you for your consideration.

Sincerely,

Vicente Sarmiento, Esq.  
President

cc: Robert Hunter



**BOARD OF DIRECTORS**

**Shawn Dewane**  
*President  
Division V*

**Marice H. DePasquale**  
*Vice President  
Division III*

**Jim Atkinson**  
*Director  
Division IV*

**Fred R. Bockmiller, P.E.**  
*Director  
Division I*

**James R. Fisler**  
*Director  
Division II*

**Paul E. Shoenberger, P.E.**  
*General Manager*

**Denise Garcia**  
*District Secretary*

**Marwan Khalifa, CPA, MBA**  
*District Treasurer*

**Atkinson, Andelson,  
Loya, Ruud & Romo**  
*Legal Counsel*

AUG 08 2019

MWD OF OC

August 5, 2019

Subject: **Re-Elect Jim Atkinson to the ACWA Region 10 Board**

Dear Colleagues,

On behalf of Mesa Water District (Mesa Water®), it is a great honor to recommend Director Jim Atkinson for re-election to one of the Orange County seats on the Association of California Water Agencies (ACWA) Region 10 Board. We are fortunate to have such a qualified candidate in Jim Atkinson, who has the Mesa Water Board's unanimous support for him to continue serving in this role.

Jim Atkinson has served on Mesa Water's Board of Directors for over 21 years and, during that time, he has made fair and informed decisions that have greatly benefited constituents shared by Mesa Water® and fellow water providers throughout Orange County. Also, since 1998, Jim Atkinson has participated in the Water Advisory Committee of Orange County (WACO), which he now chairs.

Additionally, he has served on: ACWA's Region 10 Board (2015-present); ACWA's Groundwater Committee (2016-present); and, ACWA's Water Quality Committee (2012-present) for Region 10 as one of two Orange County representatives. Furthermore, since 2017, Jim Atkinson has served on the Urban Water Institute Board; and, he has worked with the Mountain Counties Water Resources Association to establish the California-United Water Conference (2018-present) to engender collaborative solutions to challenges of mutual concern among water agencies in Southern and Northern California.

Due to his public service experience -- and his 30-year career at The Aerospace Corporation in El Segundo, working as the Laboratory Operations Business Manager -- Jim Atkinson possesses the qualifications, knowledge, and understanding of the many business, government, and water-related issues facing ACWA Region 10. Attached is Jim Atkinson's Statement of Qualifications for re-election to the ACWA Region 10 Board. Most importantly, Director Atkinson has proven leadership abilities that can guide ACWA Region 10 to continued success in providing excellent added value to the member agencies it serves.

If you have any questions or requests for additional information, please feel free to contact our External Affairs Manager, Stacy Taylor, by calling 949.631.1201 or emailing [StacyT@MesaWater.org](mailto:StacyT@MesaWater.org). Thank you for your consideration in re-electing Jim Atkinson.

Sincerely,



Shawn Dewane  
Mesa Water Board President



Paul E. Shoenberger, P.E.  
Mesa Water General Manager

c: Mesa Water Board of Directors



## **Re-Elect Jim Atkinson to ACWA Region 10 Board**

### **Jim Atkinson, Director, Mesa Water District**



**OBJECTIVE:** To further the goals of ACWA Region 10 in best serving its members -- and the industry as a whole -- by applying my analytical skills, and my water industry leadership experience, as a member of the ACWA Region 10 Board.

#### **STATEMENT OF QUALIFICATIONS:**

- Mesa Water District Director since 1998
- Four-term Mesa Water® Board President ('02, '03, '08, 2017-18)
- ACWA Region 10 Board Member, 2015-present
- ACWA Groundwater Committee, 2016-present
- ACWA Water Quality Committee, 2012-present
- California-United Water Conference co-founder, 2018-present (includes serving on the Planning Committee)
- Southern California Water Coalition, 2010-present
- Water Advisory Committee Orange County Chair (2019), Vice Chair (2018), participant (1998-present)
- Urban Water Institute Board Member, 2017-present
- Laboratory Operations Business Manager, The Aerospace Corp.

**BIOGRAPHY:** Initially elected in 1998 to Mesa Water's Board of Directors, and re-elected each term since, Jim Atkinson represents Division 4 which includes the Costa Mesa communities of College Park, Mesa del Mar, and Monticello, as well as John Wayne Airport and the OC Fairgrounds. Having been Mesa Water's Board President for four prior terms -- in 2002, 2003, 2008, and 2017-18 -- Director Atkinson currently serves as Vice Chairman of the District's Engineering & Operations Committee.

Additionally, Director Atkinson has served (since 2015) as one of seven board members on the Association of California Water Agencies (ACWA) Region 10 Board, as well as on ACWA's Groundwater Committee and Water Quality Committee. He currently Chairs the Water Advisory Committee Orange County and is a Board Member of the Urban Water Institute, and he serves on the Planning Committee for the California-United Water Conference as one of its co-founders. He also represents Mesa Water at the Municipal Water District of Orange County and Orange County Water District.

Director Atkinson has previously chaired Mesa Water's Audit Ad Hoc, Engineering & Operations, Executive, Human Resources, Legislative & Public Affairs, and Public Information Committees. Additionally, as a Costa Mesa resident for over 30 years, he has served as a Vice President and Director of the Mesa del Mar Homeowners Association and as a Leadership Tomorrow Board member from 2002 to 2006 (after completing the program in 2001), where his role included hosting an educational Water Workshop day.

With Master of Business Administration and Bachelor of Science degrees from the University of La Verne, Director Atkinson worked as the Laboratory Operations Business Manager at The Aerospace Corporation for over 30 years. His experiences there included Business Administration of the Research Laboratory Operations, as well as Construction Management and Facilities Management. Through this employment, he attended earthquake response and recovery training at the California Specialized Training Institute's Emergency Operations Center. He was also an International Code Conference (ICC) Certified Member and an ICC Certified Plumbing Inspector.

His hobby of racing model sailboats with International One Meter boats led to Director Atkinson's 2011 appointment to Region 6 Director of the American Model Yachting Association (AMYA) Board.



BOARD OF DIRECTORS

SAUNDRA F. JACOBS  
BETTY H. OLSON, Ph.D.  
CHARLES GIBSON  
JUSTIN McCUSKER

DANIEL R. FERONS  
GENERAL MANAGER

RECEIVED

AUG 08 2019

MWD OF OC



## Santa Margarita Water District

August 2, 2019

The Honorable Brett R. Barbre  
President  
Municipal Water District of Orange County  
PO Box 20895  
Fountain Valley, CA 92708

RE: ACWA Region 10 Board

Dear President Barbre:

I am delighted to announce my candidacy for re-election to the ACWA Region 10 Board of Directors. I would be honored to have your support again for this important seat.

Since my election to the Santa Margarita Water District Board of Directors in 2012, I have actively participated in ACWA at both the Region 10 level and on the statewide Federal Affairs Committee. Over my last two terms on the Region 10, I have heard the unique water policy needs of our region and have contributed in helping address them. I have worked to develop the Region's work programs, policy initiatives and educational events. I also serve as an alternate to the ACWA Board representing Region 10 and participating in State-level meetings in that capacity. Currently, I am the designated Region 10 Director to report on federal matters in my capacity on ACWA's statewide Federal Affairs Committee.

I look forward to continuing my contributions to ACWA through my technical skills as a policymaker and manager--applying my 30 years of experience in both the public and private sectors. I have worked toward the mutual goals of water reliability and efficient water use. I also coordinate with leaders throughout ACWA's other regions, including those in allied industries, and nationally.

I have enclosed some background information on my experience as well as my platform for re-election to the Region 10 Board. I would be delighted to appear at one of your upcoming meetings to discuss my candidacy and answer any questions you may have. It would be my honor to serve you and our organizations again and I humbly ask for your vote and support.

I hope you will contact me at 949/485-0658 or at [charlesg@smwd.com](mailto:charlesg@smwd.com) if you have any questions.

Sincerely,

Charles T. "Chuck" Gibson  
Santa Margarita Water District  
Board of Directors

c: Robert Hunter, General Manager

## **Charles T. “Chuck” Gibson**

Candidate for re-election, ACWA Region 10 Board of Directors

### Special District Organizations

- Santa Margarita Water District, Board Member (Current; Elected Board Member since 2012)
- Association of California Water Agencies (ACWA) Region 10, Alternate Board Member (Current; since 2016)
- ACWA Region 10 Federal Affairs Committee, Member (Current, since 2012)
- California Special Districts Association, Member
- Orange County Water Association, Member
- Santiago Aqueduct Commission, Alternate Board Member
- San Juan Basin Authority, Alternate Board Member
- Santa Margarita Dana Point Authority, Board Member
- California Sanitation Risk Management Authority, Alternate Board Member

### Professional Organizations

- Co-founded community civic council
- Experience homeowner's association director

### Platform

Since my election as Director of Santa Margarita Water District in 2012, I have actively participated in ACWA at both the Region 10 level and on the statewide Federal Affairs Committee. Over the last two terms, I have been on the Region 10 Board of Directors. I participated in meetings, helped develop the Region's work program and events, occasionally attended state board meetings as an alternate representing Region 10. Currently, I am also the designated Region 10 Director to report on federal matters, as well as serving on ACWA's statewide Federal Affairs Committee. I coordinate with other committee members including representatives of Metropolitan Water District of Southern California and Municipal Water District of Orange County and member agencies toward the mutual goals of water reliability and to strengthen water use efficiency measures, particularly through conservation programs and recycled water projects. I continue to coordinate with other leaders throughout ACWA's regions, including those in allied industries, and with others in the west and nationally to provide cost effective, reliable water. I seek to continue to contribute to ACWA using my technical skills as a policymaker and manager, applying over 30 years of experience in the private sector and public sector combined.



**ACTION ITEM**

August 21, 2019

**TO:** Board of Directors

**FROM:** **Planning & Operations Committee**  
(Directors Yoo Schneider, Dick, Tamaribuchi)

Robert Hunter, General Manager

Staff Contact: Karl Seckel

**SUBJECT: Cost-Share Agreement with MET on Utah State Meter Accuracy Testing of Service Connection OC-70**

**STAFF RECOMMENDATION**

---

Staff recommends the Board of Directors authorize the General Manager to enter into a Cost-Share Agreement with MET in accordance with MET's Administrative Code to test the accuracy of service connection OC-70 using the services of Utah State Water Research Laboratory (Utah State). The estimated cost of the Utah State testing is about \$50,000. MWDOC has recommended additional testing of the meters EOCWD recently used in their field testing and this work is estimated at about \$15,000 (MET would not participate in these costs). Per MET's Administrative Code, the cost of the MET testing is paid by MET if the meter accuracy exceeds 2% and would be paid by MWDOC if the accuracy is within 2%. MWDOC would be responsible for the cost of testing the meters used by EOCWD for field testing. All in, MWDOC's potential costs would range between \$15,000 on the low end up to \$65,000 on the high end. The costs are estimated at this time and need to be backed up by proposals from Utah State and work with the company EOCWD used in their testing to get access to the field meters.

**COMMITTEE RECOMMENDATION**

---

This item was discussed as an informational item at the August 5<sup>th</sup> P&O Committee and subsequent information was reported to the P&O Committee which was received from EOCWD staff. The Committee recommended entering into an Agreement with MET to conduct the recommended testing. At the Committee meeting, the details of the cost-sharing agreement was not fully known. Since that meeting staff has discussed the issue with MET. The information below includes updated cost estimate information based on recent discussions with MET.

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



## DETAILED REPORT

---

Over the past 4 ½ years many discussions have been held between MWDOC, MET and EOCWD regarding how to determine if there is a metering inaccuracy at MET service connection OC-70 off of the AMP; and how to resolve the metering accuracy issue one way or another. MET and MWDOC believe that meter testing at the Utah State Water Research Laboratory (Utah State) can be conducted in such a manner to better understand the associated issues; followed by field testing using information gained from the Utah State Lab tests to confirm the existing metering accuracy. This testing will provide the basis for any necessary billing adjustments. The issues we are facing in testing this metering facility are not typical and are quite complex – there is not an absolute method to test the meter accuracy without building an accurate meter in the field to test in series with (upstream of or downstream) the existing OC-70 meter. MET has estimated the construction costs for an in-series facility at about \$400,000. Staff is of the belief that the best path forward is the Utah State testing.

Attached is a layout of the OC-70 facility with delineation of the portions of the facility to be replicated and tested at Utah State.

MET's Administrative Code covers the testing and testing costs associated with a MET meter, as highlighted below:

### **§ 4506. Metering of Water.**

All water delivered by the District shall be metered. Meter readings shall be made on or about the last day of each calendar month for billing purposes. Meters and control valves on water lines of the District shall be owned and operated by the District. Any member public agency may have any meter through which water is served from the District's facilities to any area within such member public agency tested by the District at any time. Any member public agency affected shall have the right to be represented by a qualified observer at and during any such tests. In the event that any such test shall disclose an error exceeding 2 percent, an adjustment shall be made in charges made to the affected member public agency, covering the known or estimated period of duration of such error, but in no event exceeding six months, and the expenses of such test shall be borne by the District; otherwise, such expense shall be borne by the member public agency requesting such test.

In November 2018, EOCWD conducted their own testing using a company, Water Systems Optimization (WSO), who specializes in this type of work. WSO conducted their test with an insertion meter located in a 24" pipeline about 300 feet downstream of OC-70. Both MET and EOCWD agree that the accuracy of the insertion meter is not sufficient to resolve the billing differences due to the low velocity in the pipeline, but it was reported that the metering differences were:

- Gravity low flow at 2 cfs; the Venturi meter was reading high at 106.8% ±4.4%
- One pump flow at 7 cfs; the Venturi meter was reading high at 109.5% ±4.4%
- Two pump flow at 9 cfs; the Venturi meter was reading high at 110.9% ±3.7%

This testing has given EOCWD confidence in their position that a metering error exists. The high error margins are because of the type of meter utilized and the low velocities in a 24-inch line. EOCWD conducted replication testing in February 2019. In addition, EOCWD has conducted volumetric testing using their 6 MG reservoir during the last 2 weeks of July into the first week of August. EOCWD also hired a surveyor to perform an interior survey of the reservoir to verify dimensions and confirm volumetric accuracy. Water Systems Optimization is reviewing the data and will be submitting a report by the end of August. Both reports by EOCWD's consultant will be shared with MWDOC.

The following additional information should be noted:

- The OC-70 flow control and pump station was designed by Boyle Engineering as part of construction of the AMP. The facility was designed to provide flows to EOCWD under three conditions (1) by gravity in early years of operation of the AMP when low flows occurred, (2) using a single pump to provide flows up to about 6.5 cfs or (3) using two pumps to provide flows up to about 13 cfs; the original design left a remaining open slot to add an additional pump at a later date to have two pumps operational and one in standby mode, for reliability purposes.
- MWDOC and EOCWD believe the inaccuracy of the meter is caused when the pumps are operated. The piping to the pumps takes off very close to the downstream side of the venturi meter; which is not a recommended practice as the turbulence from an abrupt 90° bend could impact the accuracy of the venturi meter. The flow control facility operated under MWDOC's operation between 1980 and 1995; MWDOC was not aware of any inaccuracies at the time. Beginning in 1995, MET took over operations of the AMP and the OC-70 meter. MWDOC's research has indicated that the date of notification of a potential metering problem at OC-70 was received by MWDOC and conveyed to MET in January 2015; however, if the testing confirms that this problem was the result of a design flaw, it could track back all the way to 1980. However, in the earlier years of operation of the facility, it was rare to use the pumps. A working theory is that the more the pumps were run, the bigger the metering difference. EOCWD's testing seems to confirm this to a certain degree.
- Since January 2015, the date of discovery of a metering problem per MWDOC records, OC-70 has delivered about 11,200 AF. Assuming the final metering differences are between 5% and 10%, and assuming the MET water cost is \$1,000 per AF, the range of billing adjustments would be \$560k to \$1.12M. EOCWD believes the issue goes back much further in time and may be on the order of \$2.5M or more.
- EOCWD has indicated to MWDOC that they are not interested in meeting with MET or participating in the Utah State Testing. Their preference is to have a MET Administrative Code compliant meter provided to them that can also be used to determine the inaccuracy of the OC-70 meter with a high degree of confidence. MET has estimated a cost of \$400,000 to provide such a meter. EOCWD does not believe the Utah State testing will provide the level of accuracy required.
- There are a number of other issues that need to be worked out between MWDOC, MET and EOCWD. MWDOC is in the process of setting a meeting with MET to finalize the Utah State testing procedures and costs prior to proceeding with the work. The other outstanding issues will be discussed with MET at the same

meeting. The other issues involve location of an EOCWD generator at the site, building access for EOCWD staff, installation of a new sample tap, potential relocation of an EOCWD totalizer, refund from MET for installation of a transfer switch, replacement of a check valve at the facility, replacement of pump/check valves at the facility (MET has already purchased the equipment) and proactive maintenance/inspection of the pumps and motors.

## BOARD OPTIONS

---

### Option #1

- Authorize the General Manager to enter into a Cost-Share Agreement with MET in accordance with MET's Administrative Code to test the accuracy of service connection OC-70 using the services of Utah State Water Research Laboratory (Utah State).
- MWDOC to augment the testing by testing the field meters utilized by EOCWD in recent testing.
- The testing will also help to identify changes that can be made in the piping configuration at the OC-70 facility for modification to correct the problem, rather than abandoning the existing facility.

**Fiscal Impact:** Per MET's Administrative Code, the cost of the MET testing is paid by MET if the meter accuracy exceeds 2% and would be paid by MWDOC if the accuracy is within 2%. MWDOC would be responsible for the cost of testing the meters used by EOCWD for field testing. All in, MWDOC's potential costs would range between \$15,000 on the low end up to \$65,000 on the high end. The costs are estimated at this time and need to be backed up by proposals from Utah State and work with the company EOCWD used in their testing to get access to the field meters.

Estimates of the potential metering inaccuracies could range between \$560k to \$1.12M for water delivered between 2015 and 2018. EOCWD believes the period of inaccuracy goes back prior to 2015 and estimated costs could range up to \$2.5M.

**Business Analysis:** With respect to the meter accuracy issue, MWDOC staff's opinion is that all three entities (MWDOC, MET and EOCWD) have each contributed to letting this issue drag on for too long and this has resulted in deterioration of the relationships among the three entities. MWDOC can assist in this process by participating with MET to conduct the recommended testing. Other issues remain to be resolved with EOCWD regarding the OC-70 facility. MWDOC will have to work with EOCWD and MET on the remaining issues as well.

### Option #2

- Do not conduct the testing

**Fiscal Impact:** MWDOC would not incur the testing costs, but liability for a potential lawsuit could cost considerably more. Staff recommends proceeding on a technically rigorous path of analysis to appropriately understand the metering issues.

**Business Analysis:** Would result in further deterioration of relationships with EOCWD and potentially open up a lawsuit.

### Option #3

- Identify alternative testing. This could involve the installation of a \$400,000 MET Administrative Code compliant meter in series at OC-70. In addition, EOCWD has recently conducted volumetric testing which can be very accurate for testing meters if the reservoir being used is of sufficient size, the feedback on the water level is accurate, the volume of the reservoir at any elevation is known, and there are not any leaks between the meter and the reservoir. EOCWD's report on this testing should be available by the end of August.
- MET would have to review the testing protocol to confirm the accuracy and concur with the testing procedure.
- Proceeding only with this work does not help to resolve the piping configuration solution needed for the OC-70 facility.

**Fiscal Impact:** The costs could be more or less than Option #1.

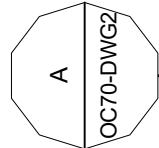
**Business Analysis:** EOCWD would likely be more satisfied with building a new meter structure in series with the existing meter. Going to this extent does not seem like the right way to proceed to understand a potentially deficient metering problem.

## STAFF RECOMMENDATION

---

### Option # 1

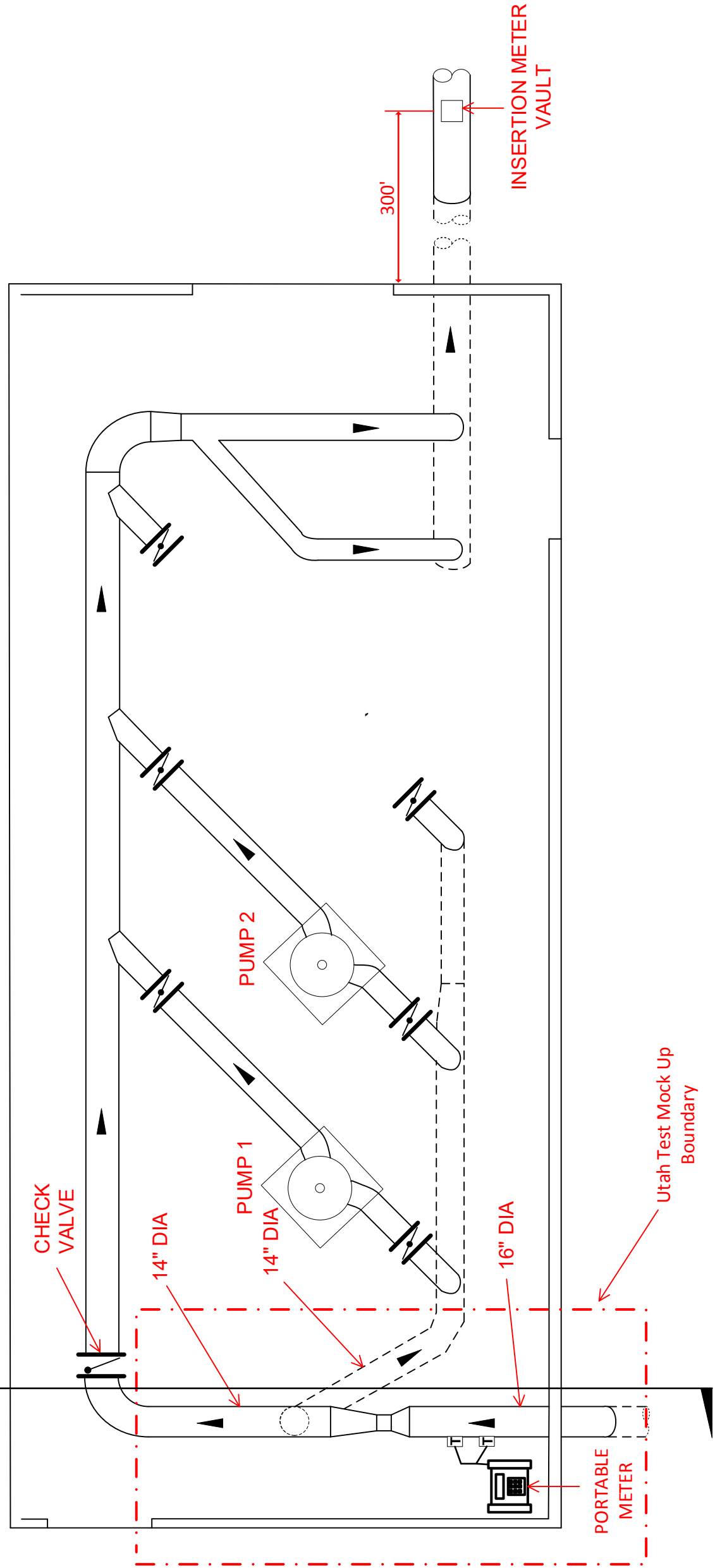




OPTION 1

TEST WITHOUT PUMP

REVISIONS			
ZONE	REV	DESCRIPTION	DATE
—	Ø	ORIGINAL RELEASE	



- NOTES:
1. PIPE MATERIAL IS CARBON STEEL. ALL FLANGES ARE RATED 150#.

2. PIPE THICKNESS = 0.375"

3. VENTURI – BIF MODEL #0181, SIZE 14x8.7, TEST PRESSURE OF 250 PSI

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA MAINTENANCE ENGINEERING TEAM		OC-70 PUMP STATION PLAN VIEW	
DRAWN JL	DOCUMENT NO. OC70-DWG1	THIRD ANGLE PROJECTION	REV 0
CHECKED	SCALE	NTS	SHEET 1 OF 3

DWG NO

OC70-DWG1

1

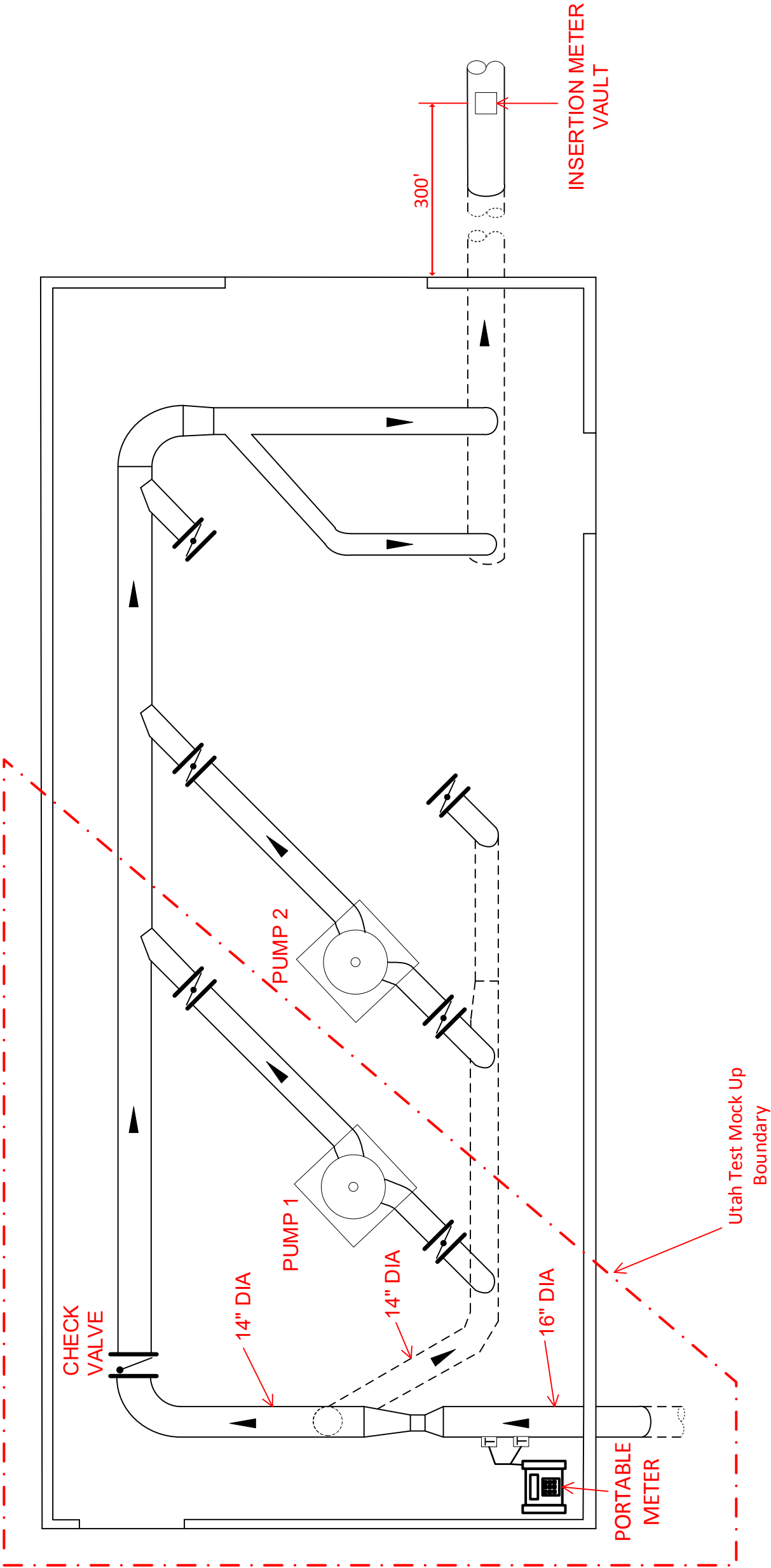
2

3

4

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
—	Ø	ORIGINAL RELEASE		

OPTION 2  
TEST WITH PUMP



- NOTES:
- 1. PIPE MATERIAL IS CARBON STEEL. ALL FLANGES ARE RATED 150#.
  - 2. PIPE THICKNESS = 0.375"
  - 3. VENTURI – BIF MODEL #0181, SIZE 14x8.7, TEST PRESSURE OF 250 PSI

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA MAINTENANCE ENGINEERING TEAM		OC-70 PUMP STATION PLAN VIEW	
DRAWN JL	THIRD ANGLE PROJECTION	DOCUMENT NO. OC70-DWG3	REV 0
CHECKED	SCALE NTS	SHEET 3 OF 3	

DWG NO  
OC70-DWG3

REVISIONS			
ZONE	REV	DESCRIPTION	DATE
—	Ø	ORIGINAL RELEASE	06/28/2018
B-3	1	REVISION – METER LOCATION	04/29/2019

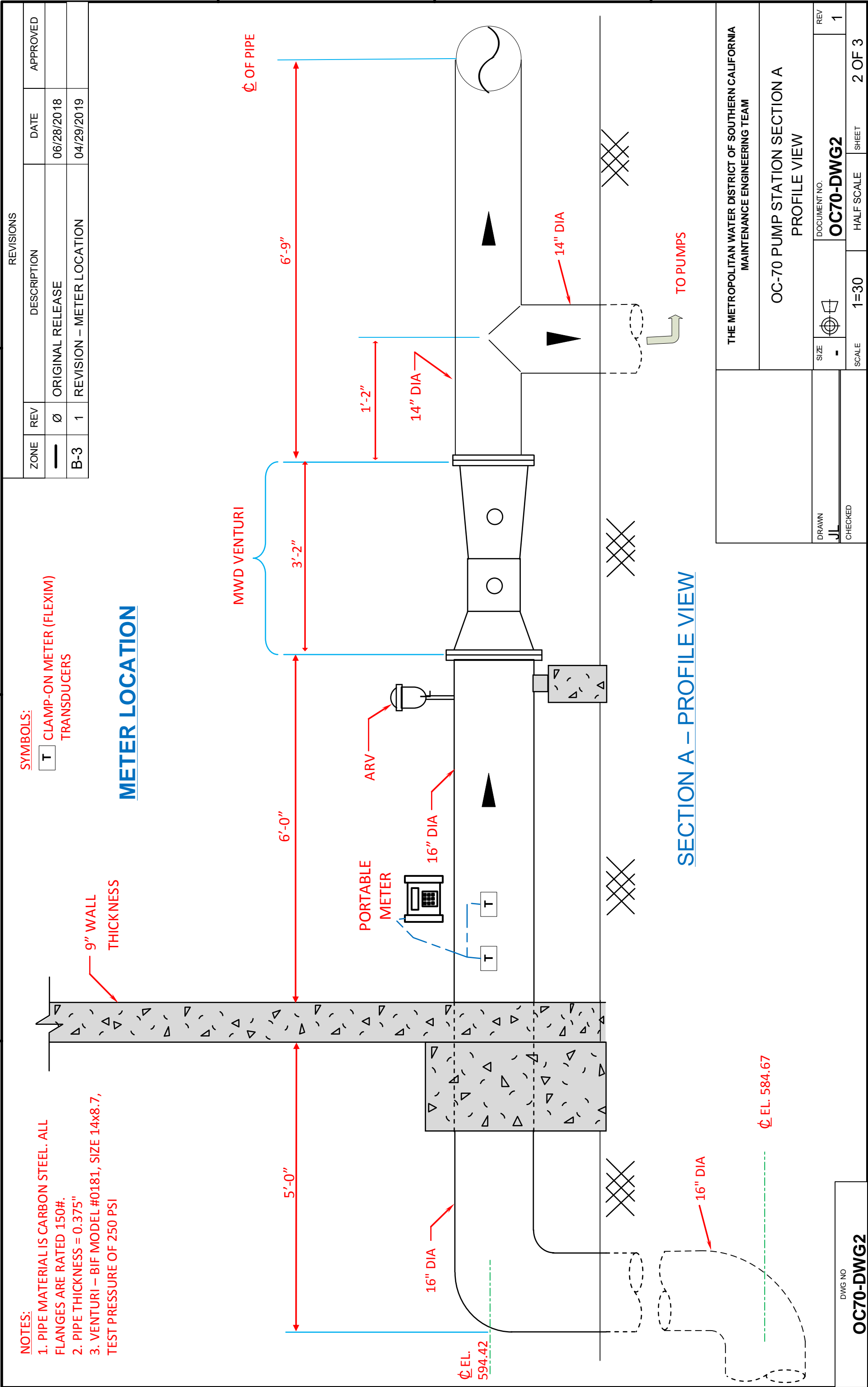
NOTES:

- 1. PIPE MATERIAL IS CARBON STEEL. ALL FLANGES ARE RATED 150#.
- 2. PIPE THICKNESS = 0.375"
- 3. VENTURI – BIF MODEL #0181, SIZE 14x8.7, TEST PRESSURE OF 250 PSI

SYMBOLS:

- T CLAMP-ON METER (FLEXIM) TRANSDUCERS

METER LOCATION



THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA MAINTENANCE ENGINEERING TEAM		OC70-DWG2	
OC-70 PUMP STATION SECTION A PROFILE VIEW		1=30	
SCALE		HALF SCALE	
DRAWN JL		SHEET	
CHECKED		2 OF 3	
SIZE -		1	
DOCUMENT NO.		REV	
OC70-DWG2		1	
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA MAINTENANCE ENGINEERING TEAM		1	

# GENERAL MANAGER'S REPORT OF STAFF ACTIVITIES AUGUST 2019

<b>MWDOC Agencies Managers Meeting</b>	<p>MWDOC held its Member Agency Managers' meeting at its office in Fountain Valley on July 18, 2019.</p> <p><b>In attendance were:</b> Ron Krause – Brea, Mike McGee – Buena Park, Mark Sprague – Fountain Valley, Cel Pasillas – Garden Grove, Brian Ragland – Huntington Beach, Paul Weghorst – IRWD, Paul Shoenberger – Mesa Water, Matt Collings &amp; Todd Novacek – MNWD, Mike Markus, John Kennedy &amp; Adam Hutchinson – OCWD, Jeannette Guereca – Orange, Eric Bauman – San Juan Capistrano, Dan Ferons – SMWD, Steve Myrter – Seal Beach, Joe McDivitt &amp; Ges Pennington – SCWD, Marc Marcantonio &amp; John DeCriscio – YLWD</p> <p><b>Staff in attendance were:</b> R. Hunter, K. Seckel, H. De La Torre, K. Hubbard, M. Baum-Haley, K. Hostert, C. Busslinger, H. Baez, J. Berg, D. Micalizzi, D. Harrison, C. Lingad</p> <p><b>Discussion Items:</b></p> <ul style="list-style-type: none"> <li>➤ Metropolitan FY 2019-20 Shutdown Schedule</li> <li>➤ Emerging Water Quality Issues Per- and Polyfluoroalkyl Substances</li> </ul> <p><b>Information Items:</b></p> <ul style="list-style-type: none"> <li>➤ WEROC Updates</li> <li>➤ Water Loss Share Services Follow-up</li> <li>➤ Storm water Direct Use Pilot Program Information Request</li> </ul> <p><b>Next meeting will tentatively be held August 22, 2019.</b></p>
<b>Meetings</b>	<ul style="list-style-type: none"> <li>➤ Charles Busslinger and Karl Seckel continue to participate in meetings of the Buried Utilities Coalition (BUC) regarding Air Quality Management District permitting of Asbestos Emissions from Demolition/Renovation Activities (Proposed Amended Rule 1403). AQMD adopted several recommendations made by the BUC into the July 25, 2019 draft of the Proposed Amendment to Rule 1403, but a few technical issues remain to be worked out. A Public Workshop is scheduled for September 5, 2019.</li> <li>➤ Charles Busslinger continues to participate in meetings with the CalDesal Regulatory Work Group regarding the State Water Resources Control Board's Triennial Review of the Ocean Plan as required by the US EPA. The triennial review seeks to set the agenda for State Water Board staff regarding future modifications to the Ocean Plan over the next three years. CalDesal has also been working to provide input to a recent State Water Board proposed "Desalination Fee" to cover the State's cost for desalination project permit reviews.</li> <li>➤ A meeting is in the process of being set with MWDOC, MET and EOCWD representatives to resolve the variety of issues pending at AMP service connection OC-70. MWDOC staff put together an agenda outline of topics</li> </ul>

<b>Meeting – continued</b>	and submitted to both EOCWD and MET on July 8 and is awaiting responses.																
<h2 style="text-align: center;">MET ITEMS CRITICAL TO ORANGE COUNTY</h2>																	
<b>MET's Water Supply Conditions</b>	<p>The Department of Water Resources (DWR) in June increased the State Water Project (SWP) <b><i>“Table A” allocation to 75%.</i></b> This allocation provides Metropolitan with approximately <b><i>1.41 MAF in SWP deliveries this water year.</i></b> DWR's approval considered several factors including existing storage in SWP conservation reservoirs, SWP operational regulatory constraints, and the 2019 contractor demands.</p> <p>With estimated total demands and losses of 1.50 million acre-feet (MAF), along with 947 thousand acre-feet (TAF) of Colorado River water and a 75% SWP Table A Allocation plus an additional 65 TAF of Article 21 supplies, Metropolitan is projecting that supply will exceed demand levels in CY 2019. Based on this, estimated total dry-year storage for Metropolitan at the end of <b><i>CY 2019 is projected to go up to 3.3 MAF.</i></b></p> <div data-bbox="643 877 1177 1272"> <p><b>2019 Supply Demand Balances</b> 75% SWP Allocation Scenario</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Article 21</td> <td>65 TAF</td> </tr> <tr> <td>Table A</td> <td>1.41 MAF</td> </tr> <tr> <td>CRA</td> <td>947 TAF</td> </tr> <tr> <td><b>Total Supply</b></td> <td><b>1.50 MAF</b></td> </tr> <tr> <td>Current Demand</td> <td>1.50 MAF</td> </tr> <tr> <td>Member Agency Demand</td> <td>1.35 MAF</td> </tr> <tr> <td>Obligations/Losses</td> <td>0.15 MAF</td> </tr> </tbody> </table> <p>WP&amp;S Committee June 26, 2019 Slide 7 July 8, 2019</p> </div>	Category	Value	Article 21	65 TAF	Table A	1.41 MAF	CRA	947 TAF	<b>Total Supply</b>	<b>1.50 MAF</b>	Current Demand	1.50 MAF	Member Agency Demand	1.35 MAF	Obligations/Losses	0.15 MAF
Category	Value																
Article 21	65 TAF																
Table A	1.41 MAF																
CRA	947 TAF																
<b>Total Supply</b>	<b>1.50 MAF</b>																
Current Demand	1.50 MAF																
Member Agency Demand	1.35 MAF																
Obligations/Losses	0.15 MAF																
<b>MET's Finance and Rate Issues</b>	<p>For the period ending June 30, 2019, June M. Skillman, Interim Assistant General Manager/Chief Financial Officer, reported on Metropolitan's SWAP Quarterly Report. Metropolitan has \$493.6 million in outstanding interest rate swaps. These transactions and their associated bonds have resulted in \$119.5 million in savings through the date of the report, including \$3.8 million, net present debt service savings, on the three swap termination transactions. The mark-to-market value plus the accrued interest of the swap portfolio is a negative \$59.7 million, reflecting interest rates, as of June 30, 2019, which were significantly lower than when these swaps were executed. Net exposure to all counterparties is within board-approved guidelines. As of June 30, 2019, Metropolitan had no collateral posted with any counterparties.</p>																
<b>Colorado River Issues</b>	<p><b><u>Metropolitan Submits Updated 2019 Intentionally Created Surplus (ICS) Plan</u></b></p> <p>After the Drought Contingency Plan (DCP) agreements became effective in May, the U.S. Bureau of Reclamation (Reclamation) requested that all Colorado River contractors with ICS accounts submit updated ICS Plans to reflect any changes resulting from implementation of the DCP. On June 17, Metropolitan submitted its updated 2019 ICS Plan. This update reflects Metropolitan's new and amended</p>																

<b>Colorado River Issues - continued</b>	<p>Extraordinary Conservation ICS (ECICS) exhibits, which added Metropolitan's conservation and local resource programs. This expansion in Metropolitan's conservation programs that qualify to create ECICS give Metropolitan greater flexibility in creating California's 400,000 acre-foot maximum annual ICS creation volume, which Metropolitan is targeting leaving in Lake Mead this year.</p> <p><b><u>Salinity Control Forum Meeting</u></b></p> <p>The Colorado River Basin Salinity Control Forum (Forum) celebrated its 100th meeting in Denver, Colorado on June 5 and 6, and Metropolitan was elected to serve as Chair of the Forum. The Forum addressed the recent earthquake at the Paradox Valley Unit (PVU). PVU is a well in Colorado's Paradox Valley that Reclamation uses to inject naturally occurring brine into a deep aquifer system at high pressures. The brine is extracted from shallow groundwater that would otherwise flow to the nearby Dolores River, which is tributary to the Colorado River, effectively reducing the Colorado River salt load by 95,000 tons per year—the largest single salt reduction project in the Basin. On March 4, 2019, a magnitude 4.5 earthquake near PVU prompted Reclamation to shut down the facility. Since that time, 1,760 aftershocks have been measured. The U.S. Geological Survey suspects the high-pressure brine injection is responsible for this significant increase in seismic activity. It is not clear when, or if, injection at PVU will recommence. Reclamation is currently evaluating three brine disposal alternatives as part of an ongoing EIS process. The Forum also discussed the 2020 Triennial Review, a review mandated to occur every three years, which evaluates the water quality standards for salinity in the Colorado River. Metropolitan staff will provide input on Reclamation's modeling of salinity in the Colorado River and will contribute to the development of the Triennial Review report.</p> <p><b><u>Reclamation Begins 2020 Annual Operating Plan Consultation</u></b></p> <p>On June 4, Reclamation held the first of three annual consultation meetings regarding its Annual Operating Plan for Colorado River Reservoirs (AOP) for 2020. Each year Reclamation prepares an AOP that reports on operations of Colorado River Reservoirs during the past year, and projects operations and releases for the current year based on current and projected reservoir elevations and hydrologic conditions throughout the basin. The 2020 AOP will be the first to implement the recently finalized DCP agreements. Each year's AOP provides Metropolitan with significant operational information regarding projected releases from Lake Powell to Mead and whether the Lower Division States (California, Arizona and Nevada) will face normal, surplus or shortage conditions. Metropolitan uses information in the AOP to plan diversions, ICS creation and/or delivery, as well as interstate banking determinations. Based on current projections, there will be no surpluses or shortages in 2020.</p>
<b>Bay Delta/State Water Project Issues</b>	<p><b><u>Science Activities</u></b></p> <p>Metropolitan staff participated in the Sutter Bypass workgroup meetings this month to discuss preliminary results of ongoing fish, zooplankton, and hydrology studies that are taking place to better identify how juvenile salmon use this habitat and what restoration actions are needed to improve salmon use and survival. Preliminary results suggest that fish in the Sutter Bypass have higher growth rates than fish in the Sacramento and Feather Rivers, with the exception of the Sacramento River near the Tisdale Weir, where fish have similar growth to fish in the Sutter Bypass. Study results also suggest that the Sutter Bypass has longer residence time of water, lower</p>

<b>Bay Delta/State Water Project Issues – continued</b>	<p>dissolved oxygen, and higher zooplankton density than the Sacramento and Feather Rivers. Seining efforts in the Sutter Bypass captured all four runs of Chinook salmon as identified by length-at-date, which will be confirmed by genetic analysis. Analysis will continue through the summer.</p> <p>Metropolitan staff met with the Centerville Schoolhouse Workgroup to tour different facilities of the hydroelectric project on Butte Creek and discuss potential project improvements that could be made to ensure delivery of cold water from the West Branch of the Feather River to Butte Creek to support spawning spring-run Chinook salmon. The Workgroup is a diverse group of stakeholders that are committed to ensuring the future of Butte Creek's population of spring-run Chinook salmon.</p> <p>Metropolitan staff continued participating in the Collaborative Science and Adaptive Management Program (CSAMP), including participation on the Collaborative Adaptive Management Team (CAMT). In June, CAMT discussed the status of the Delta Smelt Science Plan implementation effort. This CAMT effort is pilot testing the framework laid out in the Delta Smelt Science Plan to assess the effects of ambient environmental conditions and flow-related management actions for Delta smelt. CAMT discussed the need for the pilot implementation to include all planned management actions, pilot studies and monitoring activities related to the food web and flow management actions proposed to benefit Delta smelt. CAMT also provided input to the development of process guidelines for Phase 1 of the CSAMP Structured Decision Making (SDM) Project for Delta Smelt. The overall objective of this SDM process is to identify actions to benefit Delta smelt, evaluate, and rank the actions in a scientifically structured process to support consideration of prioritized management actions. The SDM process guidelines will address the SDM process, membership, development of goals, objectives and evaluation criteria, identification of management actions, and methods for estimating consequences. Metropolitan staff also participated in a CAMT workshop to review a proposed spreadsheet tool that could be used to estimate salmon survival for different actions, and discuss uses and limitations of the tool.</p> <p>The Delta Independent Science Board (DISB) is charged with reviewing the adequacy of the science in support of adaptive management for the Delta, and they have done this by conducting reviews of science for specific topics. On June 17, the DISB released their draft review of the Interagency Ecological Program (IEP) for public comment. The review looks at the organizational and programmatic business of IEP to produce science to inform Delta management. Metropolitan staff is reviewing the document and will coordinate with the State Water Contractors to provide comments by the July 26 deadline.</p>
<b>MET's Ocean Desalination Policy and Potential Participation in the Huntington Beach Ocean (Poseidon)</b>	<p>The Santa Ana Regional Water Quality Control Board (SARWQCB) continues to work with Poseidon on renewal of the NPDES Permit for the HB Desalination Project. At the June 14, 2019 SARWQCB meeting, the Regional Board staff provided an information item update on the "Identified Need" for the Poseidon project. In evaluating whether the proposed location is the "best site feasible", the Ocean Plan directs the Regional Board to evaluate, in part, if the identified need for desalinated water is consistent with applicable water planning documents. In the case of the proposed Poseidon project, the applicable water planning documents are Municipal Water District of Orange County's (MWDOC) 2015 Urban Water Management Plan (UWMP), the OC Water Reliability Study, OCWD's Long Term Facilities Plan and other OCWD planning documents. There was a considerable</p>

<b>MET's Ocean Desalination Policy and Potential Participation in the Huntington Beach Ocean (Poseidon) – continued</b>	<p>range of views expressed at the meeting. One of the reactions from the SARWQCB was that they did not believe they could permit a project if it was not highly probable that the project would move forward. The alternative position was noted that it is hard to agree ahead of time to move forward with the project if the full extent of terms and conditions are unknown.</p> <p>The Regional Board schedule for the permit is:</p> <table data-bbox="483 415 1299 499"> <tr> <td>Draft Permit</td><td>Will be discussed in a Fall Workshop</td></tr> <tr> <td>Final Permit</td><td>Anticipated issuance by the end of the year</td></tr> </table> <p>Assuming success, Poseidon would then seek its final permits from the California Coastal Commission. The August 2, 2019 meeting of the Santa Ana Regional Water Quality Control Board has been cancelled. The next Regional Board meeting is scheduled for September 13, 2019.</p>	Draft Permit	Will be discussed in a Fall Workshop	Final Permit	Anticipated issuance by the end of the year
Draft Permit	Will be discussed in a Fall Workshop				
Final Permit	Anticipated issuance by the end of the year				
<b>South Orange County Projects</b>	<p><b><u>SMWD Trampas Canyon Recycled Water Reservoir</u></b></p> <p>Trampas Canyon Reservoir and Dam (Trampas Reservoir) is a seasonal recycled water storage reservoir, with a total capacity of 5,000 AF, of which 2,500 AF is available to meet Santa Margarita Water District's projected base recycled water demands, and 2,500 AF to meet future water supply needs. When completed, the Trampas Reservoir will allow SMWD to store recycled water in the winter and draw on that water during the peak summer months.</p> <p>The construction of the Trampas Canyon Recycled Water Seasonal Storage Reservoir consists of three main components:</p> <ol style="list-style-type: none"> <li>1. Trampas Canyon Dam (Dam)</li> <li>2. Conveyance facilities to transport recycled water into and out of the Reservoir (Pipelines)</li> <li>3. Trampas Canyon Pump Station (Pump Station)</li> </ol> <p>The construction of the facilities is being completed in three phases:</p> <ol style="list-style-type: none"> <li>1. Preconstruction/Site Preparation for the Dam and Pump Station Construction</li> <li>2. Dam and Pipelines</li> <li>3. Pump Station</li> </ol> <p><b><u>PROJECT STATUS</u></b></p> <p><b><u>Preconstruction/Site Preparation</u></b></p> <p>Complete</p> <p><b><u>Dam and Pipelines</u></b></p> <p>The Construction Contract was awarded in December 2017 and is approximately 49% complete.</p> <p><b><u>Pump Station</u></b></p> <p>The 90% design of the facility has been submitted by AECOM and reviewed by SMWD. The design process is scheduled to conclude in July 2019, and the project will likely be available to start the construction bidding process in August 2019. Overall completion of the Pump Station construction is expected to be in June 2020, about 2 months ahead of the Reservoir and Dam completion. Interim partial</p>				



<b>South Orange County Projects - continued</b>	<p>completion of Pump Station components is being considered by SMWD to enable the start of “early filling” of recycled water to the Reservoir in Spring 2020.</p> <p><b><u>Other Information on South County Projects:</u></b></p> <p>If any agencies would like to have updates included herein on any projects within your service area, please email the updates to Karl Seckel at <a href="mailto:kseckel@mwdoc.com">kseckel@mwdoc.com</a>.</p>
<h2 style="text-align: center;">ENGINEERING &amp; PLANNING</h2>	
<b>Doheny Ocean Desalination Project</b>	<p>On June 27, 2019, the South Coast Water District (SCWD) Board certified the Final Environmental Impact Report (FEIR) for the Phase I Local Doheny Ocean Desalination Project, which would produce up to 5 million gallons per day (MGD) of new, drinking water supplies for the area.</p> <p>SCWD subsequently filed its Notice of Determination and is beginning the permitting process with various permitting agencies.</p> <p>In March 2018, SCWD was awarded a \$10 million grant from the State Department of Water Resources for the Doheny Ocean Desalination Project.</p> <p>In April 2019, U.S. Representative Mike Levin announced that SCWD is set to receive more than \$8.3 million in US Bureau of Reclamation (USBR) WaterSMART Desalination Construction Program grant funding for the Doheny Ocean Desalination Project. The grant is subject to pending federal appropriations and needs to be included in the E&amp;W Appropriations list of projects for which the Secretary of Interior intends to award grants. Congressman Levin is acting as the lead office on this request in the House.</p> <p>On July 11, 2019, SCWD's Board adopted a resolution pursuing a second year (round) of the USBR WaterSMART Desalination Construction Program grant funding. SCWD is eligible to receive a cumulative total of \$20 million for the Project from USBR. Approximately two to six awards are expected to be made by USBR with up to \$12 million available in this round. The recipient must provide at least 75% of the total project costs.</p> <p><b>Next Steps:</b></p> <ol style="list-style-type: none"> <li>1. Alternative Power Supply Management Study –SCWD staff is currently reviewing a proposal from engineering consultant Burns &amp; McDonnell for a six month detailed study of alternative power alternatives. The study would include a District-wide assessment and Conceptual Management Plan including studying a community choice aggregation option.</li> <li>2. Legislative – SCWD is working on AB 1752 to allow the District to proceed with a design build operate (DBO) contract while maintaining access to State funding for the Project (both DWR grant money and SRF loans). A vote is anticipated in mid to late August.</li> <li>3. Project Delivery – Beginning work on the development of several documents including; Request for State of Qualifications (SOQ) for potential bidders, contract documents, and a RFP package.</li> <li>4. Peer Review Cost Estimate – California American Water (CalAm), who developed the 6.4 MGD Monterey Ocean Desal Project using slant well</li> </ol>

<b>Doheny Ocean Desalination Project – continued</b>	<p>technology, is completing a peer review cost estimate. A Board workshop, tentatively scheduled for August 22, 2019, will present the assumptions, costs, and lessons learned.</p> <ol style="list-style-type: none"> <li>5. Slant Well Risk Evaluation – A second workshop will be scheduled to get CalAm's perspective on the risks of slant well technology.</li> <li>6. SCWD Local Potable Water System Integration – Updated hydraulic modeling and surge analysis of the SCWD system.</li> <li>7. Project Partners – continuing to discuss partnering opportunities with interested agencies</li> <li>8. High Level Schedule –               <table border="0" style="margin-left: 40px;"> <tr> <td>a. Environmental permitting</td><td>Summer 2020</td></tr> <tr> <td>b. DBOM Contract Develop/Award</td><td>Fall 2020</td></tr> <tr> <td>c. Funding</td><td>Fall 2020</td></tr> <tr> <td>d. Final Design</td><td>Dec. 2020</td></tr> <tr> <td>e. Construction</td><td>Late 2020</td></tr> </table> </li> </ol>	a. Environmental permitting	Summer 2020	b. DBOM Contract Develop/Award	Fall 2020	c. Funding	Fall 2020	d. Final Design	Dec. 2020	e. Construction	Late 2020
a. Environmental permitting	Summer 2020										
b. DBOM Contract Develop/Award	Fall 2020										
c. Funding	Fall 2020										
d. Final Design	Dec. 2020										
e. Construction	Late 2020										
<b>Future Operating Strategies for OC Regional Distribution System</b>	<p>One of the findings of the 2018 OC Water Reliability Study was the need for additional study regarding integration of new local water supply sources into the OC regional distribution system. MWDOC staff has been working to develop regional integration strategies of potential future local supply projects. This includes Ocean Desalination projects at Doheny and/or Huntington Beach, impacts of various phases of the San Juan Watershed Project, and emergency pump-in to EOCF#2.</p> <p>The 2018 Reliability Study concluded that base-loading projects over 10 MGD in South OC might have operational issues during low demand months, while base-loaded projects over 20 MGD in South OC may pose operational issues in the remaining portions of the year in the end.</p> <p>The 2018 Reliability Study also found that integration of a 50 MGD Ocean Desalination project in the North OC Basin area could result in imported treated water demands for the North OC Basin area dropping to as low as 5 MGD if the full 50 MGD plant capacity is integrated only for the OCWD groundwater basin. Further, MET indicated that the existing Diemer Water Treatment Plant has problems operating below 70 MGD, and substantial retrofits of the chemical feed and control systems would be needed to operate Diemer consistently below 70 MGD.</p> <p>Additionally, observations of low levels of imported water deliveries, seen during recent low demand months in certain OC distribution pipelines, have the potential to result in low chloramine residuals and water quality deterioration (e.g. nitrification).</p> <p>Planning considerations for a number of regional distribution system operational issues are also needed:</p> <p>Pumping emergency groundwater into the EOCF#2 to be conveyed to South OC during emergency outage events.</p> <ul style="list-style-type: none"> <li>• Potential extended shutdowns of the AMP for the upcoming re-lining of approximately 9 miles of Prestressed Concrete Cylinder Pipe (PCCP).</li> <li>• PFAS impacts to groundwater wells and the operations of the retail agencies.</li> <li>• Integration/mixing of desalinated seawater with other sources of water, and impacts to chloramine residual and other water quality characteristics, which may vary on daily, monthly and seasonal bases.</li> </ul>										

<b>Future Operating Strategies for OC Regional Distribution System – continued</b>	<ul style="list-style-type: none"> <li>• Potential Impacts on Diemer WTP operations, stranding of assets, and operation strategies for unexpected outages of local supply systems.</li> <li>• Technical support for an acceptable resolution with MET for integration of local supply sources in the EOCF#2.</li> <li>• Control of hydraulic transients during loss of power.</li> </ul> <p>Black &amp; Veatch and Hazen &amp; Sawyer were hired to review the above issues, and to identify and prioritize how best to address these issues over time. The consultants completed two White Papers, which included literature reviews covering potential water quality and changed operational issues related to integrating new local supplies.</p> <p>The White Papers summarized key issues/strategies identified by the consultants:</p> <ol style="list-style-type: none"> <li>1. Operational Scenarios</li> <li>2. Potential Impacts to Water Quality and Piping Materials</li> <li>3. Development of a Hydraulic and Water Quality Model</li> </ol> <p>Black &amp; Veatch was then hired to complete an “Investigation Phase” to develop a specification, cost estimate and recommendations for development of a hydraulic model of the regional pipeline system in OC, including water quality modules. The Investigation Phase is currently in progress and includes developing scopes of work required for successful model implementation and recommendations on software selection. Key aspects of the Investigative Phase include meetings with our agencies and MET water quality staff.</p>
<b>MET 2019-20 Shutdown Schedule</b>	<p>On July 11, 2019, MWDOC and MET staff held a meeting to review the MET 2019-2020 Shutdown Schedule. One of the proposed shutdowns involves the complete shutdown of the Diemer Water Treatment Plant to accommodate four construction projects at the plant.</p>
<h2 style="text-align: center;">EMERGENCY PREPAREDNESS</h2>	
<b>Coordination with WEROC Member Agencies</b>	<p>Final: WEROC, with Michael Baker as the lead consultant, has facilitated 19 agencies through the process of updating the Orange County Water and Wastewater Multi-Jurisdictional Hazard Mitigation Plan. Please see the full staff report in the August Planning and Operations Board Report.</p> <p>Ongoing: WEROC launched an effort to facilitate a joint RFP and contract with participating WEROC member agencies to address the new requirements of the America's Water Infrastructure Act (AWIA). On October 23, 2018, Congress signed into law the American Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). March 31, 2020 for systems serving population of 100,000 or more. New actions:</p> <ul style="list-style-type: none"> <li>• Kelly Hubbard finalized the contract with HSG for the AWIA services as approved by the Board on July 17.</li> </ul>

<b>Coordination with WEROC Member Agencies - continued</b>	<ul style="list-style-type: none"> <li>• HSG held its kick-off meeting with the member agencies. The meeting was to give agencies an overview of HSG, their approach to all 3 phases and to start Phase 1 activities.</li> <li>• Karl Seckel is working with Legal Counsel and Participating Agencies to finalize an Agreement between MWDOC and Participating Agencies for their participation and costs for Phase 2 &amp; 3.</li> <li>• Kelly and Daniel Harrison attended the Moulton Niguel Water District (MNWD) Annual Public Safety Appreciation Luncheon. MNWD hosts the luncheon to thank their local law, fire and city officials, as well as to continue to foster working relationships between those agencies and their own response and management staff.</li> </ul>
<b>Training and Programs</b>	MWDOC hosted the second planning meeting for the MET OC Member Agency Tabletop Exercise in August. The three cities, WEROC and MET staff discussed the scenario, attendees and other planning considerations.
<b>Coordination with the County of Orange</b>	<p>Ongoing: OC Operational Area (OA) Alert and Warning Working Group is a new committee to develop countywide public Alert and Warning policies, procedures and tools such as request and approval forms. This will be a 6-month planning effort. Daniel attended the July meeting and started to work with the County's Control One to address some of WEROC's concerns with the plans associated forms.</p> <p>Ongoing: WEROC staff participation in the OA Agreement Revision Working Group. Update: The OA Agreement Working Group met for the first time in several months. The Draft Revised Agreement developed by the working group has been reviewed and approved by the County's Legal Counsel. The OA will be sharing this revised draft to all OC government entities on August 15 to start the review process. Agencies will need to take the agreement to their legal counsel and provide feedback to the OA.</p>
<b>EOC Readiness</b>	<p>Janine Schunk participated in the OA and MET radio tests and WebEOC tests. She also facilitated the WEROC monthly radio test.</p> <p>Janine scheduled an inspection and service of the new WEROC generator that is being transferred to MWDOC from the City of Anaheim. The generator was a Homeland Security Grant funded purchase that was not being utilized by the originally intended agency. She is coordinating with the City of Orange Water Department to move the generator to the MWDOC parking lot until a more permanent storage location can be identified.</p> <p>Leah Frazier assisted WEROC staff with ordering the newly updated WEROC Water and Wastewater countywide wall maps on large magnetic white boards. WEROC EOC staff will now be able to mark up the wall maps with dry erase markers during exercises and real events to track damages. Staff is working on ordering picture icon magnets as symbol type of impacts. Janine facilitated the installation of those maps at the South EOC.</p> <p>Daniel purchased new low flow water toilets and installed them at the South EOC. The South EOC toilets have been finicky, had a tendency to not work and were not water use efficient.</p>

<b>EOC Readiness - continued</b>	Janine coordinated the cleaning of the South EOC.
<b>Coordination with Outside Agencies</b>	<p>Ongoing California Public Utilities Commission (PUC) proceedings regarding the Impacts from De-Energization with a Focus on First Responders and Local Government. MWDOC has received party status to these proceedings. Party Status ensures that we receive all communications regarding the proceedings and that our comments are included officially for consideration. Kelly Hubbard will provide a presentation at the August Planning and Operations Committee Meeting.</p> <p>Kelly and Daniel attend the Mutual Aid Regional Advisory Committee (MARAC) in Moreno Valley. The quarterly meeting works on issues and concepts related to mutual aid and Operational Area coordination. The primary presentation of interest was on the new dam planning requirements. Kelly was able to represent some of the WEROC member agencies concerns with the CalOES approval process. She communicated to CalOES the difficulty agencies are having in getting approval of their dam plans and was able to ask some questions to clarify why this is occurring.</p>
<b>WATER USE EFFICIENCY</b>	
<b>Metropolitan Water District of Southern California (MET) Water Use Efficiency Workgroup</b>	<p>On July 18, Beth Fahl phoned in to Metropolitan's Water Use Efficiency Workgroup meeting. Approximately 30 member agencies participated in the meeting. Agenda items included:</p> <ul style="list-style-type: none"> <li>• Introductions</li> <li>• July Metropolitan Board Presentation <ul style="list-style-type: none"> <li>○ Conservation Updates</li> <li>○ Update on Model Water Efficient Landscape Ordinance(MWELO) Workshops in Partnership with California Landscape Contractors Association (CLCA)</li> <li>○ Preview of August/September Board Presentations</li> </ul> </li> <li>• West Basin Municipal Water District Data Study Presentation</li> <li>• Western Municipal Water District Water Use Efficiency Master Plan Presentation</li> <li>• Southern California Gas Company Reaching Public Sector Customers and How to Better Serve Water Districts Presentation</li> <li>• Metropolitan External Affairs Update</li> <li>• Future Meeting Items</li> </ul> <p>The next Workgroup meeting was August 15<sup>th</sup> at Metropolitan.</p>
<b>Water Loss Control Workgroup</b>	<p>On July 9, MWDOC hosted the Water Loss Control Workgroup meeting. Thirty-two water loss control staff from 22 agencies attended the meeting. Joe Berg and Rachel Davis represented MWDOC. The meeting included discussions on:</p> <ul style="list-style-type: none"> <li>• Water Loss Control Updates <ul style="list-style-type: none"> <li>○ Validation Scheduling</li> <li>○ Shared Services Elections to date</li> </ul> </li> <li>• Proposed SWRCB Water Loss Standard</li> </ul>

<b>Water Loss Control Workgroup - continued</b>	<ul style="list-style-type: none"> <li>○ Compliance Planning</li> <li>● Agency Experiences <ul style="list-style-type: none"> <li>○ Moulton Niguel – Leak Repair Tracking and Leak Loss Estimating</li> <li>○ Fountain Valley – Acoustic Leak Detection Lending Library Success</li> </ul> </li> </ul> <p>The next meeting is scheduled for September 10<sup>th</sup> and will be hosted by MWDOC.</p>
<b>Alliance for Water Efficiency (AWE) Sustainable Landscape Programs: Utility Considerations and Perspectives Webinar</b>	<p>On July 24, Rachel Waite was a panelist on an AWE hosted webinar. Rachel W. presented research she has conducted on MWDOC's Smart Timer Rebate Program including program water savings and processes and trends. Other panelists included Lacey Smith with AWE and Karen Guz with San Antonio Water System. Approximately 80 people participated in the webinar from various organizations across the United States and Canada.</p>
<b>Orange County Water Use Efficiency Coordinators Workgroup Meeting</b>	<p>On August 1, Joe, Beth, Rachel D., and Rachel W. hosted the Orange County Water Use Efficiency Coordinators Workgroup meeting at MWDOC. Approximately 18 agencies participated in the meeting. Highlights on the agenda included:</p> <ul style="list-style-type: none"> <li>● Discussion Items <ul style="list-style-type: none"> <li>○ MWDOC Updates</li> <li>○ Agency Roundtable/Problem Solving</li> </ul> </li> <li>● Public Affairs/Marketing</li> <li>● Metropolitan Update <ul style="list-style-type: none"> <li>○ Conservation/DAC Update</li> <li>○ Board Update</li> <li>○ QWEL/CLCA Update</li> <li>○ Public Agency Landscape Program Update</li> </ul> </li> <li>● Water Use Efficiency Programs Update <ul style="list-style-type: none"> <li>○ QWEL Update</li> <li>○ Turf Removal Program <ul style="list-style-type: none"> <li>■ Grant Funding</li> <li>■ Commercial Inspections</li> <li>■ Turf and Drip Addendums</li> </ul> </li> <li>○ Landscape Design Assistance Program Update</li> <li>○ Pressure Regulating Valve Pilot Program Update <ul style="list-style-type: none"> <li>■ Host Agencies</li> </ul> </li> </ul> </li> <li>● CalWEP Update</li> <li>● Future Agenda Items</li> </ul> <p>The next Workgroup meeting is scheduled for September 5<sup>th</sup> at MWDOC.</p>

<b>Pressure Regulating Valve (PRV) Replacement Pilot Program Meeting</b>	On August 7, Steve Hedges and Rachel Waite hosted a PRV Replacement Pilot Program Meeting. Participants included the two selected contractors for the Program, Large Plumbing and EcoTech Services Inc., and representatives from interested retail water agencies that included Irvine Ranch Water District and Laguna Beach County Water Authority. Discussion focused on Program workflow, and any comments and questions put forth by retail water agencies and the contractors were addressed.
<b>South Orange County Watershed Management Area (SOCWMA) Executive Committee Meeting</b>	On August 8, Rachel Waite attended the SOCWMA Executive Committee meeting where the County of Orange staff presented projects recommended to receive Prop 1 funding for the Integrated Regional Water Management (IRWM) area. This included MWDOC's submitted project, South Orange County Water Use Efficiency Program, which was recommended to receive \$833,002. The Executive Committee approved the slate of projects that also included Laguna Beach's Bluebird Canyon and Diversion Structure Rehab, Pacific Marine Mammal Center's Water Treatment/Recycling System, and Santa Margarita Water District's Los Flores Enhanced Water Reliability Project.
<b>PUBLIC/GOVERNMENT AFFAIRS</b>	
<b>Member Agency Relations</b>	<p><b>Public Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>• Provided a variety of giveaway items for City of Westminster's Safety Day event on July 18.</li> <li>• Provided Public Affairs update for Water Use Efficiency monthly workgroup meeting on August 1.</li> <li>• Prepared a front and back design for the fall bill insert</li> <li>• Secured a workshop speaker for the August 22 Public Affairs Workgroup meeting. Marion MacKenzie Pyle with Legacy Media Lab will be facilitating a customized workshop designed for public affairs professionals to enhance their knowledge, skills, and confidence in effective presentational speaking.</li> <li>• Participated on a conference call with Metropolitan, Moulton Niguel Water District, and California Native Plant Society to discuss the Calscape Nursery Pilot Program and marketing plan</li> </ul> <p><b>Governmental Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>• Met with Stacy Taylor of Mesa Water District to discuss upcoming legislative activities, and local issues</li> </ul>
<b>Community Relations</b>	<p><b>Public Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>• Prepared and sent July eCurrents featuring articles on the California Environmental Literacy Initiative, new MWDOC school programs, Xtreme Water Makeover Contest, a press release announcing Director McVicker's appointment, and more</li> <li>• Worked with Toro Irrigation and HashtagPinpoint to promote the Xtreme Water Makeover Contest deadline extension</li> </ul>

<b>Community Relations - continued</b>	<b>Governmental Affairs Staff:</b> <ul style="list-style-type: none"> <li>• Attended the Southern California Water Coalition Quarterly Luncheon in Carlsbad with Melissa Baum-Haley</li> <li>• Staffed and attended the Community Leaders Briefing with Congressman Harley Rouda that was organized with staff from the Metropolitan Water District of Southern California.</li> <li>• Attended the ACWA Region 10 Program, "The Human Right to Water and Water Agency Collaborations to Achieve the Goal"</li> </ul>
<b>Education</b>	<b>Public Affairs Staff:</b> <ul style="list-style-type: none"> <li>• Met with Bolsa Chica Conservancy to review high school program expectations and assist with outreach to prospective schools</li> <li>• Attended and coordinated Girl Scouts Patch Program recognition with Director McVicker at Bolsa Chica Conservancy Board meeting</li> <li>• Met with Shows That Teach to review elementary school program (K-2) structure and provide materials and resources for outreach</li> <li>• Met with Discovery Cube to review elementary (3-6) and middle school (7-8) programs and identify new ways to gather/report metrics</li> <li>• Updated MWDOC.com education page to include all of the new school program offerings</li> <li>• Offered content to Discovery Cube for 2019 Voice 4 the Planet student winner recognition on social media</li> <li>• Provided content and edits to the first draft of the Ricky Raindrop Education Booklet redesign</li> <li>• Invited 2019 Voice 4 the Planet student winners and prize sponsors for recognition at August 21 MWDOC Board meeting</li> <li>• Provided school outreach letter to Bolsa Chica Conservancy to promote 2019-2020 MWDOC High School Program</li> <li>• Provided edits and content to Shows That Teach for promotional video script highlighting the 2019-2020 MWDOC Elementary School Program (K-2)</li> <li>• Followed up with Yorba Linda Water District to determine target middle schools in their service area for the 2019-2020 school year</li> <li>• Provided school program information to local teacher referred to MWDOC by Metropolitan</li> <li>• Attended Girl Scouts of Orange County STEM Consortium introduction to identify opportunities to support STEM-based learning and promote STEM career pathways</li> <li>• Followed up with City of La Palma on MWDOC elementary school program targets.</li> <li>• Met with Orange County Department of Education and State Education and Environment Roundtable to discuss opportunities for implementation of CA Environmental Principles and Concepts into MWDOC Water Education School Programs</li> <li>• Interviewed for and accepted a seat on the California Environmental Literacy Initiative Leadership Council</li> <li>• Met with Bill Andrews with the California Environmental Education Foundation to discuss a pilot Water, Energy, and Education Alliance aimed</li> </ul>



<b>Education - continued</b>	to strengthen career pathways and partnerships between Southern California school districts and the energy-water sectors
<b>Media Relations</b>	<p><b>Public Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>Contributed an article titled, "Environmental Literacy Initiative from a Regional Municipality Perspective," to the Ten Strands newsletter</li> <li>Submitted the "Environmental Literacy Initiative from a Regional Municipality Perspective" article to Association of California Water Agencies and was published in the July 31 eNews.</li> </ul>
<b>Special Projects</b>	<p><b>Public Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>Secured William Bourdeau, Vice President of Harris Ranch farms and Director at Westlands Water District, for the second of our 2019 Water Policy Dinner Speaker Series highlighting the Central Valley</li> <li>Reserved the Westin South Coast Plaza Hotel for Water Policy Dinner on September 5, 2019</li> <li>Participated in the 2020 OC Water Summit Committee meeting</li> <li>Reserved Disney's Grand Californian Hotel for the next OC Water Summit on May 29, 2020</li> <li>Currently working on itineraries, trip logistics, guest and Director requirements for the following inspection trips: <ul style="list-style-type: none"> <li>September 27-29 Hoover Dam and Colorado River Aqueduct   Director Barbre</li> <li>October 4-6 State Water Project and Central Valley Agriculture   Joint trip Director McKenney and Director Lefevre</li> <li>October 18-19 State Water Project   Director Ackerman</li> <li>November 8-10 State Water Project and Central Valley Agriculture   Director Barbre</li> </ul> </li> <li>Met with Water Use Efficiency staff to discuss marketing assistance needed for multiple programs</li> <li>Prepared a marketing plan complete with overview, objectives, tactics, and metrics for the Turf Removal Program Campaign (to include the Landscape Design Assistance Program and Landscape Maintenance Program), ocwatersmartgardens.com microsite, and Pressure Regulating Valve Pilot Program</li> </ul> <p><b>Governmental Affairs Staff:</b></p> <ul style="list-style-type: none"> <li>Staffed the WACO Planning Meeting</li> <li>Along with Harvey and Karl, met with Orange County LAFCO staff to review the upcoming MSR timeline and expectations</li> <li>Worked with Nick Norvell of BBK on our next SB 998 working group meeting scheduled for early fall</li> <li>Met with Paul Shoenberger and Stacy Taylor of Mesa Water District to discuss the upcoming WACO panelist discussion on "The Challenges of the Water Retailer" including format and topics</li> <li>Coordinated panelists for August's WACO program</li> <li>Participated in a conference call with the August WACO program panelists to review topics and format</li> <li>Staffed the August WACO meeting</li> </ul>

<b>Special Projects - continued</b>	<ul style="list-style-type: none"><li>• Staffed the ISDOC Executive Committee meeting</li></ul>
<b>Legislative Affairs</b>	<b>Governmental Affairs Staff:</b> <ul style="list-style-type: none"><li>• Updated MWDOC's AB 1752 (Petrie-Norris) coalition letter with additional signatories</li><li>• Monitored the Water, Oceans and Wildlife Subcommittee hearing where South Coast Water District General Manager, Rick Shintaku, testified on H.R. 3723 (Levin)</li></ul>

**INFORMATION CALENDAR**

**MWDOC GENERAL INFORMATION  
ITEMS**

**MWDOC BOARD OF DIRECTORS**

- Brett R. Barbre
- Larry D. Dick
- Bob McVicker
- Joan Finnegan
- Sat Tamaribuchi
- Jeffery M. Thomas
- Megan Yoo Schneider