

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

Jointly with the
PLANNING & OPERATIONS COMMITTEE

March 2, 2020, 8:30 a.m.

Conference Room 101

P&O Committee:

Director McVicker, Chair

Director Dick

Director Yoo Schneider

Staff: R. Hunter, K. Seckel, J. Berg,

H. De La Torre, K. Davanaugh,

V. Osborn

Ex Officio Member: Director Tamaribuchi

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

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

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

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

ACTION ITEMS

1. AMENDMENT NO. 9 TO THE SANTIAGO AQUEDUCT COMMISSION JOINT POWERS AGREEMENT
2. APPROVAL OF RESOLUTION DESIGNATING AUTHORIZED AGENTS FOR FY 2018 GRANT TRANSFER AGREEMENTS FOR HOMELAND SECURITY GRANTS
3. OC REGIONAL DISTRIBUTION SYSTEM HYDRAULIC MODEL INVESTIGATION REPORT

DISCUSSION ITEM

4. SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROJECT (SARCCUP) METROPOLITAN WATER DISTRICT AGREEMENT - DRAFT TERMS

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

5. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
6. REVIEW OF ISSUES RELATED TO CONSTRUCTION PROGRAMS, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

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

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



ACTION ITEM

March 18, 2020

TO: Board of Directors

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

Robert Hunter, General Manager

Staff Contact: Karl Seckel

SUBJECT: Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve the execution of Amendment No. 9 to the Santiago Aqueduct Commission (SAC) Joint Powers Agreement by the President of the MWD OC Board.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Irvine Ranch Water District (IRWD) and the County of Orange are scheduled in February 2020 to execute an Assignment and Assumption Agreement (Transfer Agreement) to transfer the County's capacity in Reaches 1U, 2U, 3U and 4U of the Baker Pipeline to IRWD. Amendment No. 9 to the Santiago Aqueduct Commission (SAC) Joint Powers Agreement recognizes the transfer of capacity and the resulting allocation of costs of maintenance, capital repairs and capital improvements to the Baker Pipeline. Amendment No. 9 also updates the represented agencies of SAC following IRWD's capacity transfer with the County.

Budgeted (Y/N): n/a	Budgeted amount: n/a	Core ✓	Choice __
Action item amount: n/a	Line item: n/a		
Fiscal Impact (explain if unbudgeted):			

At the most recent meeting of the Santiago Aqueduct Commission's member agencies, it was recommended that each of the agencies approve Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement, subject to execution of the Transfer Agreement between IRWD and the County of Orange. MWDOC staff concurs with the recommendation.

Another issue that this brings up is the make-up of the SAC; upon execution of Amendment No. 9, the members of SAC would be:

1. El Toro Water District
2. Irvine Ranch Water District
3. Moulton Niguel Water District
4. Municipal Water District Of Orange County, now representing only East Orange County Water District
5. Santa Margarita Water District
6. Trabuco Canyon Water District

SAC Amendment #2 in 1978 and the construction of the AMP (called the Diemer Intertie in the agreements), involved downsizing the Baker Pipeline hydraulic capacity starting in Reaches 2U through 5U because agencies were transferring capacity from the untreated Baker Pipeline to the treated AMP. Amendment #2 provided that the Baker Pipeline, including all rights of way, were leased to MWDOC because of the integration between the Baker and AMP. A new make-up of the Commission was called for in Amendment #2 consisting of 7 members, one of those being MWDOC whose representation at the time covered:

- EOCWD
- Santiago County Water District
- County of Orange
- The Irvine Company (TIC)
- Global Western Development Corporation (whose ownership was subsequently acquired by Santa Ana Mountains County Water District, renamed to be Trabuco Canyon WD)

In essence, MWDOC picked up representation of the smaller agencies rather than providing an individual seat on SAC. As the capacity owned by the entities MWDOC represented has been acquired by other members over the years, MWDOC finds itself in the position of only representing EOCWD. Staff is of the belief that consideration should be given to another SAC amendment whereby EOCWD would be directly seated on SAC and MWDOC either retains a seat or does not retain any seat. At that time, there is no additional capacity that MWDOC would be representing, so it may not make sense for MWDOC to retain a seat.

One last related issue has to do with the financing of the Allen McColloch Pipeline (AMP). The attached May 8, 2001 memo from Janet Morningstar (MWDOC's legal counsel at the time) discusses the various machinations as a result of the financing for construction of the AMP that also involved construction of a section of the Baker Pipeline. The legal memo concludes that at the end of the financing (this has already occurred), MWDOC acquires

title and will own the SAC line (Baker Pipeline), subject to the various obligations as trustee for those agencies with capacity interests. There is no unallocated capacity in the pipeline. The memo further indicates that the title could be transferred to an appropriate successor, if desired. Staff will bring this issue up with our current legal counsel for review.

There is no need to take action at this time on either seating EOCWD on SAC or transferring title to the Baker Pipeline, but staff is seeking input from the Board. Staff has flagged these issues for future consideration.

Attachments include:

1. Amendment No. 9 to the SAC JPA
2. The staff report from the December meeting of SAC
3. May 8, 2001 Legal memo from Janet Morningstar

BOARD OPTIONS

Option #1 Approve Amendment No. 9 to the SAC JPA

Fiscal Impact: None

Business Analysis: Approval allows the transfer of capacity between the County and IRWD and facilitates streamlining of SAC by having fewer capacity owners.

Option #2 Do NOT Approve the Amendment

Fiscal Impact: None

Business Analysis: Parties to SAC would not be able to proceed with the transfer as unanimous decisions are required for changes in the JPA. This would result in conflicts.

STAFF RECOMMENDATION

Option # 1

AMENDMENT NO. 9
TO THE
SANTIAGO AQUEDUCT COMMISSION
JOINT POWERS AGREEMENT

This Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement (“**Amendment No. 9**”) is effective July 1, 2020, and is between the following six member agencies of the SANTIAGO AQUEDUCT COMMISSION (the “**Commission**”) created by a Joint Powers Agreement dated September 11, 1961 (as amended, the “**Joint Powers Agreement**”):

EL TORO WATER DISTRICT;
IRVINE RANCH WATER DISTRICT (“**IRWD**”) on its own behalf and as assignee of the County of Orange (the “**County**”);
MOULTON NIGUEL WATER DISTRICT;
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (formerly known as Orange County Municipal Water District) (“**MWDOC**”) on behalf of represented agency
EAST ORANGE COUNTY WATER DISTRICT (“**EOCWD**”);
SANTA MARGARITA WATER DISTRICT; and
TRABUCO CANYON WATER DISTRICT (formerly known as Santa Ana Mountains County Water District).

The member agencies are also sometimes referred to as the “**Parties.**” EOCWD is a “**represented agency**” but is not a member agency.

The Joint Powers Agreement has been previously amended by the following amendments: the first Amendment (December 20, 1974); Amendment No. 2 (January 13, 1978); Amendment No. 3 (November 1, 1978); Amendment No. 4 (September 1, 1981); Amendment No. 5 (October 22, 1986), Amendment No. 6 (July 8, 1999); Amendment No. 7 (June 19, 2014), and Amendment No. 8 (March 21, 2019).

The Joint Powers Agreement (as amended) establishes certain hydraulic grade lines and capacity rights for the member agencies and represented agencies in the various reaches of the Santiago Aqueduct, also known as the Baker Pipeline. The costs of maintenance, capital repairs, and capital improvements to the Baker Pipeline are allocated to the member agencies and represented agencies in proportion to each party’s capacity rights in each reach as compared with the total capacity for each reach and in proportion to the length of each reach as compared with the entire length of the Baker Pipeline.

Capacity rights in the Baker Pipeline have been transferred among various member agencies and represented agencies, as previously reflected in the tables set forth in Amendment No. 8.

In 2020, IRWD and the County executed an *Assignment and Assumption Agreement* (the “**Transfer Agreement**”) to transfer the County’s capacity in the Baker Pipeline to IRWD. The transfer of capacity rights and the resulting allocations of maintenance, capital repairs, and capital improvement costs became effective as of February 11, 2020. The Parties intend by this

Amendment No. 9 to memorialize the effect of the Transfer Agreement and acknowledge that each of the Parties and represented agencies not participating in the Transfer Agreement will retain the same capacity rights identified in Amendment No. 8.

Therefore, the Parties amend the Joint Powers Agreement as follows:

SECTION 1. Exhibit A to this Amendment No. 9 identifies the capacities and hydraulic grade lines in the Baker Pipeline resulting from the Transfer Agreement. Exhibit B to this Amendment No. 9 identifies the corresponding allocation of costs of maintenance, capital repairs, and capital improvements for each reach of the Baker Pipeline and the Baker Pipeline in its entirety. Both exhibits are incorporated by reference into the Joint Powers Agreement and replace and supersede the prior Exhibits A and B.

SECTION 2. In order to reflect the transfer of the County's capacity to IRWD, the first two paragraphs of Section 3 of the Joint Powers Agreement, as amended by Amendment No. 8, are amended to read as follows:

"The Commission shall consist of six (6) regular members, one (1) regular member to be selected by each of the following member agencies:

El Toro Water District;
Irvine Ranch Water District;
Moulton Niguel Water District;
Municipal Water District of Orange County;
Santa Margarita Water District; and
Trabuco Canyon Water District.

The Commission shall maintain and operate the Baker Pipeline. Each member agency shall have one vote. MWDOC shall represent itself and EOCWD. Each member agency may appoint two alternate members, designated a first alternate member and a second alternate member, to the Commission."

SECTION 3. The Parties shall execute this Amendment No. 9 in duplicate, each identical duplicate of which will be considered an original.

[Signatures appear on following pages.]

The Parties have executed this Amendment No. 9 on the dates set forth below.

DATED: _____

EL TORO WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Redwine and Sherrill, LLP

By: _____
District Counsel

DATED: _____

IRVINE RANCH WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Hanson Bridgett, LLP

By: _____
District Counsel

DATED: _____

MOULTON NIGUEL WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger LLP

By: _____
District Counsel

DATED: _____

MUNICIPAL WATER DISTRICT OF ORANGE
COUNTY

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger, LLP

By: _____
District Counsel

DATED: _____

SANTA MARGARITA WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger, LLP

By: _____
District Counsel

DATED: _____

TRABUCO CANYON WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Atkinson, Andelson, Loya, Ruud & Romo, LLP

By: _____
District Counsel

EXHIBIT A

SANTIAGO AQUEDUCT COMMISSION
BAKER PIPELINE
PIPELINE CAPACITIES

	Reach 1U	Reach 2U	Reach 3U	Reach 4U	Reach 5U
Length (LF)	9,400	10,425	7,950	28,500	6,070
HGL Elevation at End of Reach ¹	816	788	770	703	690
Agency	CFS	CFS	CFS	CFS	CFS
East Orange County Water District	10.00	-	-	-	-
Irvine Ranch Water District ²	50.00	15.65	11.60	11.60	10.50
Santa Margarita Water District	13.00	13.08	13.05	13.05	13.00
Trabuco Canyon Water District	8.00	8.05	8.03	8.03	8.00
El Toro Water District	5.00	5.00	5.00	5.00	5.00
Moulton Niguel Water District	13.00	13.00	13.00	13.00	13.00
Total Capacity	99.00	54.78	50.68	50.68	49.50

¹ Beginning HGL elevation of 832 at OC-33

² Includes IRWD purchase of County of Orange capacity in Reaches 1U, 2U, 3U, and 4U. All other capacities remain unchanged from JPA Amendment No. 8.

EXHIBIT B

**PIPELINE CAPACITIES
MAINTENANCE, CAPITAL REPAIR, AND CAPITAL IMPROVEMENT SHARE, TOTAL AND BY REACH**

Length (LF)	Reach 1U		Reach 2U		Reach 3U		Reach 4U		Reach 5U		Total Pipeline	
	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%
East Orange County Water District	94,000	9.53%	-	-	-	-	-	-	-	-	94,000	2.58%
Irvine Ranch Water District	470,000	50.79%	163,152	28.85%	92,220	23.06%	330,600	23.06%	63,735	21.22%	1,119,707	30.68%
Santa Margarita Water District	122,200	13.35%	136,359	23.65%	103,747	25.61%	371,925	25.61%	78,910	26.26%	813,141	22.28%
Trabuco Canyon Water District	75,200	8.15%	83,921	14.64%	63,839	15.81%	228,855	15.81%	48,560	16.16%	500,375	13.71%
El Toro Water District	47,000	5.05%	52,125	9.13%	39,750	9.87%	142,500	9.87%	30,350	10.10%	311,725	8.54%
Moulton Niguel Water District	122,200	13.13%	135,525	23.73%	103,350	25.65%	370,500	25.65%	78,910	26.26%	810,485	22.21%
Total	930,600	100%	571,082	100%	402,906	100%	1,444,380	100%	300,465	100%	3,649,433	100%

December 19, 2019
Prepared and
submitted by: K. Burton
Approved by: Paul A. Cook



SANTIAGO AQUEDUCT COMMISSION

AMENDMENT NO. 9 TO THE SANTIAGO AQUEDUCT COMMISSION JOINT POWERS AGREEMENT

SUMMARY:

Irvine Ranch Water District (IRWD) and the County of Orange are scheduled in February 2020 to execute an Assignment and Assumption Agreement (Transfer Agreement) to transfer the County's capacity in Reaches 1U, 2U, 3U and 4U of the Baker Pipeline to IRWD. Amendment No. 9 to the Santiago Aqueduct Commission (SAC) Joint Powers Agreement recognizes the transfer of capacity and the resulting allocation of costs of maintenance, capital repairs and capital improvements to the Baker Pipeline. Amendment No. 9 also updates the represented agencies of SAC following IRWD's capacity transfer with the County. Staff recommends that the Santiago Aqueduct Commission's member agencies approve Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement, subject to execution of the Transfer Agreement between IRWD and the County of Orange.

BACKGROUND:

IRWD and the County are scheduled in February 2020 to execute a Transfer Agreement to transfer the County's 1.0 cubic feet per second (cfs) capacity in Reach 1U and the 1.06 cfs capacity in Reaches 2U, 3U and 4U of the Baker Pipeline to IRWD. The Transfer Agreement is attached as Exhibit "A". The intent of Amendment No. 9 to the SAC Joint Powers Agreement is to memorialize the effect of the Transfer Agreement and acknowledge that each of the SAC member and represented agencies not participating in the Transfer Agreement will retain the same capacity rights identified in Amendment No. 8 to the SAC Joint Powers Agreement. Additionally, Amendment No. 9 updates the represented agencies of SAC following IRWD's capacity transfer with the County. Amendment No. 9 is attached as Exhibit "B".

The capacity of each SAC member and represented agency in each reach of the Baker Pipeline is shown in Exhibit "A" of Amendment No. 9. The maintenance, capital repair and capital improvement cost shares for each member and represented agency in each reach, and for the Baker Pipeline as a whole, are shown in Exhibit "B" of Amendment No. 9. The capacities and allocation of costs of maintenance, capital repairs and capital improvements of the non-participating Transfer Agreement SAC member and the represented agencies remains unchanged from Amendment No. 8.

FISCAL IMPACTS:

The costs for maintenance, capital repairs and capital improvements will be allocated between the participating SAC member agencies and represented agencies, as shown in Exhibit "B", and are effective on the date the Transfer Agreement is executed.

ENVIRONMENTAL COMPLIANCE:

This activity is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15306 which provides exclusion for projects involving basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

RECOMMENDATION:

That the Santiago Aqueduct Commission's member agencies approve Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement, subject to execution of the Transfer Agreement between IRWD and the County of Orange.

LIST OF EXHIBITS:

- Exhibit "A" – Assignment and Assumption Agreement between Irvine Ranch Water District and the County of Orange
- Exhibit "B" – Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is dated _____, 2020 (the “**Effective Date**”) and is between **IRVINE RANCH WATER DISTRICT**, a California water district, organized under Division 13 of the California Water Code (“**IRWD**”), and the County of Orange (“**County**”). IRWD and County are each a “**Party**” and together are the “**Parties.**”

On or about April 13, 1961, the Los Alisos Water District, the El Toro Water District, and the Orange County Municipal Water District entered into the Santiago Aqueduct Commission Joint Powers Agreement (the “**JPA**”). The JPA created the Santiago Aqueduct Commission (“**Commission**”) to construct, maintain, repair and manage the Santiago Aqueduct (“**Aqueduct**”, also known as the “**Baker Pipeline**”), which would transmit water to the parties to the JPA.

The JPA was amended eight times, by: Amendment to the JPA (on or about September 11, 1961); Amendment No. 2 to the JPA (on or about January 1, 1978)(“**Amendment 2**”); Amendment No. 3 to the JPA (on or about January 13, 1978); Amendment No. 4 to the JPA (on or about September 1, 1981); Amendment No. 5 to the JPA (on or about October 22, 1986); Amendment No. 6 to the JPA (on or about July 8, 1999); Amendment No. 7 to the JPA (on or about June 19, 2014); and Amendment No. 8 to the JPA (dated March 21, 2019). These Amendments, along with all exhibits and attachments thereto, are collectively identified in this Agreement as the “**Amendments.**” Amendment 2 added IRWD as a party and as a member of the Commission and acknowledged that the County was a party to the JPA with respect to certain matters and was represented on the Commission by the Municipal Water District of Orange County. That amendment, and various other leases and subleases issued pursuant to the Amendments, granted the Parties certain rights and obligations with respect to the construction, maintenance, operation of water lines to be constructed parallel to the Aqueduct to supply water to, among others, the Parties. Pursuant to the JPA Amendments, the County possesses 1.0 cfs capacity in Reach 1U of the Aqueduct, and 1.06 cfs of capacity in each of Reaches 2U, 3U, and 4U of the Aqueduct (together the “**County Capacity Rights**”).

The Parties intend by this Agreement for the County to assign and transfer the County Capacity Rights, and any related rights and obligations under the JPA, memoranda of understanding, related agreements, the Amendments, and any other leases or subleases related thereto, to IRWD for valuable consideration.

The Parties therefore agree as follows:

1. Assignment. In exchange for IRWD’s payment to the County of the sum of \$227,790 (the “**Transfer Fee**”) concurrent with the delivery of this Agreement, the County hereby assigns and transfers to IRWD all of the County’s right, title, interest and obligations under the JPA and the Amendments including the County Capacity Rights (collectively, the “**County Interest**”) effective as of the Effective Date. Upon assignment and transfer of the County Interest as set forth in this section, IRWD accepts from the County all such County Interest, subject to the terms and conditions set forth in this Agreement.

2. Related Approvals. The Parties are not aware of any other approvals, acknowledgements, actions, confirmations, notices, consents or permissions required to be obtained or given in order for the County Capacity Rights and County Interest to transfer to IRWD (collectively “**Approvals**”). However, the Parties acknowledge that the Commission members intend to amend the JPA to account for the effect of this Agreement on the ownership of capacity within the Aqueduct. In the event Approvals are required, then IRWD will notify County and use its best efforts to obtain the Approvals on behalf of the Parties, at its own expense. The County agrees to reasonably cooperate with IRWD’s efforts.

3. Assumption. IRWD assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by the County under the JPA and the Amendments.

4. Assignor Representations. The County represents that, to the County’s knowledge, (a) the County has not previously transferred or assigned any portion of the County Interest (including the County Capacity Rights), (b) the County has not amended, modified or terminated the JPA or the Amendments except as set forth therein, and (c) the County has not breached the JPA or the Amendments.

5. As-Is; Where-Is. Except as otherwise set forth in Section 4 above, IRWD acknowledges and agrees that it is accepting the assignment and conveyance of the County Interest based solely upon IRWD’s inspection and investigation of the same and all documents related thereto, or its opportunity to do so, and the County Interest is assigned in an “AS IS, WHERE IS” condition, without relying upon any representation or warranties, express, implied or statutory, of any kind. Except for a breach or misrepresentation caused exclusively by the County, in the event the Parties receive a third-party claim or demand related to this Agreement, or in the event the Parties are named in an action by a third party for issues related to this Agreement, the Parties shall notify the other of such event(s) and IRWD shall represent the County in any legal action unless the County undertakes to represent itself as co-defendant, in which event IRWD shall pay to County its litigation expenses, costs and attorneys’ fees. In the event the Parties suffer any losses, damages, costs, charges, or expenses, including reasonable attorney’s fees related to an action arising out of or related to this Agreement (except for litigation arising out of or related to a breach or misrepresentation caused exclusively by the County), and if judgment is entered against County and IRWD, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment. Notwithstanding anything to the contrary, the County’s aggregate liability in connection with this Agreement shall not exceed the amount of the Transfer Fee.

6. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.

7. Choice of Law and Venue. All matters relating to this Agreement are governed by the laws of the State of California, and venue for any action related to the Agreement shall be the Superior Court of Orange County.

8. Notice. Any notice will be deemed given by depositing it in the United States Mail, first class, return receipt requested, or by courier or overnight delivery service and addressed as follows:

If to IRWD:

Irvine Ranch Water District
16500 Sand Canyon Avenue
P.O. Box 5700
Irvine, CA 92619-7000
Attn: Paul A. Cook, General Manager

If to the County:

County of Orange
Sheriff's Department
Attn: Director of Research and Development
431 The City Drive South
Orange, CA 92868

With a copy to:

County of Orange
Executive Office
Attn: Chief Real Estate Officer
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701

9. Amendment. Any amendment or modification of this Agreement must be written and properly executed by both Parties.

10. Interpretation. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

11. Further Assurances. The Parties shall take such actions, or execute, acknowledge and deliver, or obtain the execution, acknowledgment, and delivery of such instruments as are reasonably necessary, appropriate or desirable to give effect to the provisions of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the County's assignment and IRWD's assumption of all of the County Interest. This Agreement supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals between the Parties regarding the County's assignment and IRWD's assumption of all of the County Interest, whether oral or written.

13. Authority. The Parties represent that the individuals executing this Agreement have the legal power, right and actual authority to bind that Party to the terms and conditions of this Agreement.

IRWD and the County are signing this Agreement to be effective as of the Effective Date.

**COUNTY OF ORANGE, a political subdivision
of the State of California**

By: _____
Chairwoman of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
Government Code Section 25103, Resolution 79-1535.

ATTEST:

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy County Counsel

IRVINE RANCH WATER DISTRICT

By: _____
Paul A. Cook, General Manager

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
General Counsel

EXHIBIT "B"

AMENDMENT NO. 9 TO THE SANTIAGO AQUEDUCT COMMISSION JOINT POWERS AGREEMENT

This Amendment No. 9 to the Santiago Aqueduct Commission Joint Powers Agreement (“**Amendment No. 9**”) is effective [**INSERT DATE**], and is between the following six member agencies of the SANTIAGO AQUEDUCT COMMISSION (the “**Commission**”) created by a Joint Powers Agreement dated September 11, 1961 (as amended, the “**Joint Powers Agreement**”):

EL TORO WATER DISTRICT;
IRVINE RANCH WATER DISTRICT (“**IRWD**”) on its own behalf and as assignee of the County of Orange (the “**County**”);
MOULTON NIGUEL WATER DISTRICT;
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (formerly known as Orange County Municipal Water District) (“**MWDOC**”) on behalf of represented agency
EAST ORANGE COUNTY WATER DISTRICT (“**EOCWD**”);
SANTA MARGARITA WATER DISTRICT; and
TRABUCO CANYON WATER DISTRICT (formerly known as Santa Ana Mountains County Water District).

The member agencies are also sometimes referred to as the “**Parties.**” EOCWD is a “**represented agency**” but is not a member agency.

The Joint Powers Agreement has been previously amended by the following amendments: the first Amendment (December 20, 1974); Amendment No. 2 (January 13, 1978); Amendment No. 3 (November 1, 1978); Amendment No. 4 (September 1, 1981); Amendment No. 5 (October 22, 1986), Amendment No. 6 (July 8, 1999); Amendment No. 7 (June 19, 2014), and Amendment No. 8 (March 21, 2019).

The Joint Powers Agreement (as amended) establishes certain hydraulic grade lines and capacity rights for the member agencies and represented agencies in the various reaches of the Santiago Aqueduct, also known as the Baker Pipeline. The costs of maintenance, capital repairs, and capital improvements to the Baker Pipeline are allocated to the member agencies and represented agencies in proportion to each party’s capacity rights in each reach as compared with the total capacity for each reach and in proportion to the length of each reach as compared with the entire length of the Baker Pipeline.

Capacity rights in the Baker Pipeline have been transferred among various member agencies and represented agencies, as previously reflected in the tables set forth in Amendment No. 8.

In [**INSERT DATE THAT COUNTY BOARD APPROVES AGREEMENT**], IRWD and the County executed an *Assignment and Assumption Agreement* (the “**Transfer Agreement**”) to transfer the County’s capacity in the Baker Pipeline to IRWD. The transfer of capacity rights

and the resulting allocations of maintenance, capital repairs, and capital improvement costs effective as of [INSERT DATE THAT COUNTY BOARD APPROVES AGREEMENT]. The Parties intend by this Amendment No. 9 to memorialize the effect of the Transfer Agreement and acknowledge that each of the Parties and represented agencies not participating in the Transfer Agreement will retain the same capacity rights identified in Amendment No. 8.

Therefore, the Parties amend the Joint Powers Agreement as follows:

SECTION 1. Exhibit A to this Amendment No. 9 identifies the capacities and hydraulic grade lines in the Baker Pipeline resulting from the Transfer Agreement. Exhibit B to this Amendment No. 9 identifies the corresponding allocation of costs of maintenance, capital repairs, and capital improvements for each reach of the Baker Pipeline and the Baker Pipeline in its entirety. Both exhibits are incorporated by reference into the Joint Powers Agreement and replace and supersede the prior Exhibits A and B.

SECTION 2. In order to reflect the transfer of the County's capacity to IRWD, the first two paragraphs of Section 3 of the Joint Powers Agreement, as amended by Amendment No. 8, are amended to read as follows:

"The Commission shall consist of six (6) regular members, one (1) regular member to be selected by each of the following member agencies:

El Toro Water District;
Irvine Ranch Water District;
Moulton Niguel Water District;
Municipal Water District of Orange County;
Santa Margarita Water District; and
Trabuco Canyon Water District.

The Commission shall maintain and operate the Baker Pipeline. Each member agency shall have one vote. MWDOC shall represent itself and EOCWD. Each member agency may appoint two alternate members, designated a first alternate member and a second alternate member, to the Commission."

SECTION 3. The Parties shall execute this Amendment No. 9 in duplicate, each identical duplicate of which will be considered an original.

[Signatures appear on following pages.]

The Parties have executed this Amendment No. 9 on the dates set forth below.

DATED: _____

EL TORO WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Redwine and Sherrill, LLP

By: _____
District Counsel

DATED: _____

IRVINE RANCH WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

DATED: _____

MOULTON NIGUEL WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger LLP

By: _____
District Counsel

DATED: _____

MUNICIPAL WATER DISTRICT OF ORANGE
COUNTY

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger, LLP

By: _____
District Counsel

DATED: _____

SANTA MARGARITA WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger, LLP

By: _____
District Counsel

DATED: _____

TRABUCO CANYON WATER DISTRICT

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:
Atkinson, Andelson, Loya, Ruud & Romo, LLP

By: _____
District Counsel

EXHIBIT A

SANTIAGO AQUEDUCT COMMISSION
BAKER PIPELINE
PIPELINE CAPACITIES

	Reach 1U	Reach 2U	Reach 3U	Reach 4U	Reach 5U
Length (LF)	9,400	10,425	7,950	28,500	6,070
HGL Elevation at End of Reach ¹	816	788	770	703	690
Agency	CFS	CFS	CFS	CFS	CFS
East Orange County Water District	10.00	-	-	-	-
Irvine Ranch Water District ²	50.00	15.65	11.60	11.60	10.50
Santa Margarita Water District	13.00	13.08	13.05	13.05	13.00
Trabuco Canyon Water District	8.00	8.05	8.03	8.03	8.00
El Toro Water District	5.00	5.00	5.00	5.00	5.00
Moulton Niguel Water District	13.00	13.00	13.00	13.00	13.00
Total Capacity	99.00	54.78	50.68	50.68	49.50

¹ Beginning HGL elevation of 832 at OC-33

² Includes IRWD purchase of County of Orange capacity in Reaches 1U, 2U, 3U, and 4U. All other capacities remain unchanged from JPA Amendment No. 8.

Exhibit B

Pipeline Capacities
Maintenance, Capital Repair, and Capital Improvement Share, Total and By Reach

Length (LF)	Reach 1U		Reach 2U		Reach 3U		Reach 4U		Reach 5U		Total Pipeline	
	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%	Capacity Length	%
East Orange County Water District	94,000	9.53%	-	-	-	-	-	-	-	-	94,000	2.58%
Irvine Ranch Water District	470,000	50.79%	163,152	28.85%	92,220	23.06%	330,600	23.06%	63,735	21.22%	1,119,707	30.68%
Santa Margarita Water District	122,200	13.35%	136,359	23.65%	103,747	25.61%	371,925	25.61%	78,910	26.26%	813,141	22.28%
Trabuco Canyon Water District	75,200	8.15%	83,921	14.64%	63,839	15.81%	228,855	15.81%	48,560	16.16%	500,375	13.71%
El Toro Water District	47,000	5.05%	52,125	9.13%	39,750	9.87%	142,500	9.87%	30,350	10.10%	311,725	8.54%
Moulton Niguel Water District	122,200	13.13%	135,525	23.73%	103,350	25.65%	370,500	25.65%	78,910	26.26%	810,485	22.21%
Total	930,600	100%	571,082	100%	402,906	100%	1,444,380	100%	300,465	100%	3,649,433	100%

MEMORANDUM

To: Karl Seckel/MWDOC
From: Janet Morningstar
Subject: Santiago Aqueduct Ownership
Date: 05/08/01

A proposal has been made to amend the Santiago Aqueduct Commission Joint Powers Agreement to change the representation on the Commission so that agencies which own or lease capacity in the SAC line (also know as the V.P. Baker Pipeline) have appointed representatives, and agencies which have no ownership or leasehold interest are removed from the governing Commission. The original ownership of the SAC line was held by Los Alisos Water District (recently merged with Irvine Ranch Water District) and El Toro Water District, with MWDOC having a capacity interest. In order to construct and finance the Allen-McColloch Pipeline, MWDOC, Los Alisos, and El Toro entered into various agreements, leases, and amendments to the Joint Powers Agreement, transferring portions of the original SAC line to the Water Facilities Corporation, conveying a newly constructed parallel line to SAC and ultimately leasing all of both facilities to MWDOC with the SAC Commission to operate and maintain the SAC line. Los Alisos and El Toro retained ownership of the SAC line. MWDOC assigned or leased out all of its capacity rights in the SAC line to other agencies.

In order to finance the AMP, as well as the parallel reaches, which became the untreated line owned by SAC, it was necessary to provide that MWDOC would have ownership of both the SAC and the AMP facilities at the end of the financing. Until the financing was paid off, therefore, the Water Facilities Corporation was to own the AMP and El Toro and Los Alisos were to own the SAC line. MWDOC and the Water Facilities Corporation have conveyed all of their ownership interest in the AMP to Metropolitan, but MWDOC retains a future interest in the SAC line. At this time, MWDOC has a leasehold interest in the entire SAC line and capacity rights to a portion of the capacity, all of which have been assigned or leased out. At the end of the financing (2017), MWDOC will own the SAC line and the easements and right-of-way (subject to the rights of Los Alisos (IRWD) and El Toro Water District to also use the easements). (See Amendment 3, Section 6.) MWDOC has entered into a Water Capacity Agreement which perpetuates the various capacity interests even after MWDOC acquires title. At that time, MWDOC will own the SAC line, subject to its obligations as trustee for those agencies with capacity interests, and would be able to transfer title to an appropriate successor.



ACTION ITEM

March 18, 2020

TO: Board of Directors

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

Robert Hunter, General Manager

Staff Contact: Vicki Osborn

**SUBJECT: Approval of Resolution Designating Authorized Agents for 2018 FY
Grant Transfer Agreements for Homeland Security Grants**

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the execution of the 2018 Grant Transfer Agreement with the City of Anaheim as the Local Urban Area Security Initiative (UASI) Administrator. Staff also recommends the Board give approval to the WEROC Director of Emergency Management and the General Manager as designated Authorized Agents for FY 2018 Homeland Security Grants and authority to execute any subsequent agreements related to the Homeland Security Grants. Staff will come back to the Board for a purchase award in the event the award is greater than \$25,000.

COMMITTEE RECOMMENDATION

Committee recommends (to be determined at Committee Meeting)

DETAILED REPORT

In Orange County, all UASI funds are administered through either Santa Ana or Anaheim as part of the Anaheim/Santa Ana Urban Area (ASAUUA) and additional Homeland Security Grants are administered by the County of Orange. The Municipal Water District of Orange County (MWD OC) and the Water Emergency Response Organization of Orange County (WEROC) has been awarded 2018 Homeland Security Grants Funds for use in training

Budgeted (Y/N): No	Budgeted amount: \$0	Core ✓	Choice __
Action item amount: \$0		Line item:	
Fiscal Impact (explain if unbudgeted): This is a request to approve participation in Homeland Security Grant Programs for the 2018 fiscal year. Actual projects over \$25,000 will be brought back to the Board for review and approval.			

costs and may be awarded additional monies for regional projects. More information will be provided about these projects in a future staff report.

In order to receive the awarded 2018 UASI grant funds and future Homeland Security Grant funds, the District must designate by resolution at least one authorized agent annually. This is a change from previous years which required the authorized agency resolution every three years. Authorized agents execute for and on behalf of MWDOC any actions necessary for obtaining UASI or Homeland Security grant funds and implementing projects. Staff recommends that the board approve two authorized agents by title – the General Manager and the WEROC Director of Emergency Management. The recommendation to designate two authorized agents by title is to allow the greatest flexibility in the grant funding management.

The Board has taken similar action in regards to Homeland Security Funds and Urban Areas Security Initiative (UASI) funds. Attached is the 2018 UASI grant agreement. Additionally, attached is a resolution approving the authorized agents for a 1 year period for both the UASI and County of Orange Homeland Security Grant programs. By signing this agreement, the district would also be eligible for other grants opportunities throughout the 2018 UASI Grant cycle, should a project present itself as a good opportunity that may meet national homeland security goals.

Since 2006, WEROC has obtained \$1,047,294.00 in grants funding to support both projects and training.

Attachments

1. UASI FY 2018 Transfer Agreement
2. Resolution to designate two authorized agents

RESOLUTION NO.

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Municipal Water District of Orange County that the Water Emergency Response Organization of Orange County (WEROC) Director of Emergency Management, or the MWDOC General Manager, is hereby authorized to execute for and on behalf of the Municipal Water District of Orange County, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the County of Orange or the Cities of Anaheim and Santa Ana as the Administrators for Fiscal Year Grant 2018.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

MARIBETH GOLDSBY
District Secretary
Municipal Water District of Orange County

AGREEMENT

SUB-RECIPIENT: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

City Contract Number _____

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
----------------------------	-------------

I INTRODUCTION

§101. Parties to the Agreement	3
§102. Representatives of the Parties and Service of Notices	3
§103. Independent Party	4
§104. Conditions Precedent to Execution of this Agreement	4

II TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance	5
§202. Use of Grant Funds	5

III PAYMENT

§301. Payment of Grant Funds and Method of Payment	8
--	---

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein	9
§402. Applicable Law, Interpretation and Enforcement	9
§403. Integrated Agreement	9
§404. Excusable Delays	9
§405. Breach	10
§406. Prohibition Against Assignment or Delegation	10
§407. Permits	10
§408. Non Discrimination and Affirmative Action	10
§409. Bonds	11

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
§410. Indemnification	11
§411. Conflict of Interest	11
§412. Restriction on Disclosures	13
§413. Statutes and Regulations Applicable to All Grant Contracts	13
§414. Federal, State, and Local Taxes	20
§415. Inventions, Patents and Copyrights	20
§416. MBE/WBE	22

V DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults	23
§502. Amendments	23

V ENTIRE AGREEMENT

§601. Complete Agreement	24
§602. Number of Pages and Attachments	24
Execution (Signature) Page	25

EXHIBITS

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

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2018 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

THIS AGREEMENT is made and entered into this 8th day of May 2019, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY18 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2018 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)" https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf

California Office of Emergency Services "FY2018 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202018%20HSGP%20State%20Guidance.pdf>

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

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

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

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

WHEREAS, the Office of Grants Management (“OGM”) awarded a FY18 UASI Grant of \$4,135,000 (“Grant Funds”) to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

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

WHEREAS, the UASI Grant Office now wishes to distribute FY18 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement (“Agreement”) to MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“SUB-RECIPIENT”) and others;

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA. 92805
Phone: (714) 765-3833
Fax: (714) 765-1616
rlarochelle@anaheim.net

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

Name: _____
Title: _____
Sub Recipient Name: _____
Sub Recipient Address: _____
City _____ State: _____ Zip: _____
Phone: _____
E-mail: _____

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on May 8, 2019 and end on March 31, 2021 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 18 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property

(including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <https://w3.calema.ca.gov/WebPage/trainreq.nsf/TrainRequest?OpenForm>. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2018 Homeland Security Grant Program, as set

forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

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

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

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

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability (California Government Code §§ 12490, 12945, 12945.2), military or veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions. SUB-

RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

SUB-RECIPIENT shall comply with California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships. If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

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

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

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

§411. Conflict of Interest

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

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

person would have a "financial or other interest" in the subcontract.

B. Definitions:

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

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The SUB-RECIPIENT covenants that no member, officer or employee of

SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

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

§413. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY18 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2018-0054; and Identify the City of Anaheim as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

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

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

5. Records Inspection

In accordance with 2 CFR§200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to

audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

9. Civil Rights

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

10. Environmental

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

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

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

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

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

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

11. Preservation

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

12. Debarment and Suspension

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

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

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

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive

compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

18. California Public Records Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

B. Statutes and Regulations Applicable To This Particular Grant

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

1.

Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2018 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

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

2. Travel Expenses

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

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

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

SUB-RECIPIENT must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

7. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the

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

C. Compliance With Grant Assurances

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

§414. Federal, State and Local Taxes

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

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to

do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

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

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

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

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

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

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

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

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-six (26) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

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

ATTEST:

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

By: _____
Theresa Bass
Clerk of the Council

By: _____
Jorge Cisneros
Chief of Police

SUB-RECIPIENT
MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY
DUNS No. 08-7380721

APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Sr. Asst. City Attorney

Printed Name _____

Title

APPROVED AS TO FORM

By: _____

Printed Name _____

Title

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

A. The applicant certifies that it and its principals:

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

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

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT C

California Governor's Office of Emergency Services FY2018 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair

Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (l) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions;

or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act

(40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.

- (b) the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications

device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OHS financial assistance office and the OHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirements

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with,

and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



ACTION ITEM

March 18, 2020

TO: Board of Directors

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

Robert Hunter, General Manager

Staff Contact: Charles Busslinger

SUBJECT: OC Regional Distribution System Hydraulic Model Investigation Report

STAFF RECOMMENDATION

Staff recommends that the Board of Directors:

- Receive and file the Orange County Regional Distribution System Hydraulic Model Investigation Report. The report is on the website at:
<https://www.mwdoc.com/wp-content/uploads/2020/02/MWD OC-Hydraulic-WQ-Model-Report-20200225.pdf>
- Concur with staff recommendation to proceed with issuance of a Request for Proposals to build and calibrate an OC regional distribution system hydraulic and water quality model based upon the findings of the investigation report.
- Direct staff to return to the Board in May 2020 with recommendations for consideration of award of a professional services contract to build and calibrate the hydraulic model.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Multiple operational issues such as low flow situations, ensuring the base loading of local supply projects in winter months, instances of nitrification, and integration of future water supply projects will continue to raise water flow and water quality issues within the Orange County regional distribution system. Multiple water supply projects are currently under

Budgeted (Y/N): Y	Budgeted amount:	Core X	Choice ____
	FY'19-20 Estimated \$75,000 FY'20-21 Estimated \$200,000-\$300,000		
Action item amount:		Line item:	
Fiscal Impact (explain if unbudgeted): FY'19-20 Reallocation from current year projects. FY 20-21 Budgeted \$130,000 and reallocation of carryover from previous year projects.			

consideration in OC that include; desalinated water, percolation of treated recycled water, and capture of stormwater into groundwater basins for subsequent pumping and treatment. Without proper planning, the possible integration of multiple treated water sources into the OC regional water distribution system at various points, or simply the reduction in demands, could result in unintended water quality consequences.

On April 17, 2019, the Board of Directors authorized the General Manager to enter into a professional services agreement with Black & Veatch Corporation to complete an investigation phase of work and provide recommendations for development of a hydraulic and water quality model for the regional pipeline system in Orange County.

The investigation is complete and based on the software evaluation; the recommended best-fit software application for OC is Innovyze's InfoWater. Staff recommends that MWDOC proceed with building and calibrating a regional hydraulic model.

DETAILED REPORT

Background

In April 2018, MWDOC invited a number of firms to submit a Statement of Qualifications (SOQ) in a variety of hydraulic and water quality areas. On August 31, 2018, MWDOC held a workshop that included water quality consultants Black & Veatch (B&V), Hazen & Sawyer (H&S), and Means Consulting; along with staff from Metropolitan, OCWD, and multiple OC retail agencies.

The collaborative discussions identified a number of potential issues that could arise within the OC regional distribution system resulting from the simultaneous introduction of multiple sources of water. Potential issues include:

- The impact of potential low volumes (flows) of imported water deliveries in portions of pipelines at certain times of the year leading to low chloramine residuals and water quality deterioration (e. g. nitrification). Chloramine loss due to reactions with low levels of bromide in seawater permeate could further exacerbate low chloramine residuals.
- Mixing of desalinated seawater with multiple other sources of water of varying quality.
- Flows of ocean desalination water moving northerly in a traditionally southerly flowing distribution system.
- Agencies receiving water blends which may be further blended with local water supplies from their own systems. The pH, alkalinity, Total Organic Carbon (TOC), bromide, chloramine residual, and other water quality characteristics may vary among these water sources daily, monthly and seasonally.
- Stranding of assets; being able to operate base loaded local supply projects in winter months.

Planning needs to account for the water quality and operational considerations with a goal of understanding the breadth and depth of these issues prior to any of the potential projects going on-line.

The outcome of the workshop was the identification of follow- up items and recommendations:

1. Develop White Papers to document potential issues for further investigation regarding:
 - Doheny desalinated water integration,
 - Poseidon Huntington Beach desalinated water integration, and
 - Local water (groundwater and/ or desalinated water) integration into the East OC Feeder # 2 pipeline.
2. Leverage existing information and data for creation of a hydraulic and water quality model of the OC regional distribution system to gain a better understanding of the implications of different operating strategies.
3. Development, delivery and testing of a hydraulic model.

Model Investigation

On April 17, 2019, the Board of Directors authorized the General Manager to enter into a professional services agreement with Black & Veatch Corporation to complete an investigation phase of work and provide recommendations for development of a hydraulic and water quality model for the regional pipeline system in Orange County.

B&V has completed the investigation and the findings are contained in the attached report. The investigation included:

- A review of available information and data that could be used to facilitate development of a hydraulic and water quality model,
- Outreach to, and input from, stakeholders,
- An evaluation of commercially available software applications to find a best-fit for MWDOC and its member agencies' needs, and
- A work plan for completing and calibrating the hydraulic model.

Based on the software evaluation and Orange County's needs, the recommended best-fit software application is Innovyze's InfoWater.

Model Use and Maintenance

MWDOC staff envision the following framework for use of the model:

- MWDOC will develop and pay for the regional model & calibration to ensure the model works appropriately.
- MWDOC will then maintain and utilize the model for MWDOC-wide benefits.
- MWDOC will be the custodian of the model (including Non-Disclosure Agreements/Certificates).
- MWDOC will make the model available to member agencies for their use, at their cost, to allow project proponents to examine impacts of new supply integration. *The MWDOC Member Agency managers recommended that the costs for use of the model by project proponents include a 'cost recovery' aspect to repay MWDOC's general fund over time for the investment made.*
- MWDOC's consultant will conduct the work with member agencies and project proponents to ensure model consistency.

MWDOC staff discussed the framework for use of the model with MWDOC Member Agencies and the cost recovery aspect was a recommendation of the M.As.

Work Plan

B&V also developed a Work Plan for completion of the model:

Work Plan				
Activity	Duration	Timing	Budgetary Cost	Status
Phase 1- Model Investigation	2-3 months	FY 19-20	\$76K	Complete
Phase 2 - Model Build	2-3 months	FY 19-20	\$50K-\$75K	RFP Pending
Phase 3 – Initial Model Calibration (South County)	3-4 months	FY 20-21	\$100K-\$150K*	
Calibrate Remainder of Model (North County)	3-4 months	TBD	\$100K-\$150K*	
Total			\$351K-\$451K	

* Potential for cost reduction if entire model is calibration at the same time

Next Steps

With Board concurrence, staff will proceed with issuance of a RFP to build and calibrate an OC regional distribution system hydraulic and water quality model based upon the findings of the investigation report. Staff plan to return to the Board in May 2020 with a recommendation for consideration of award of a professional services contract to build and calibrate the hydraulic model.

BOARD OPTIONS

Option #1

- Proceed with an RFP to build and calibrate an OC regional distribution system hydraulic model.

Fiscal Impact: FY'19-20 – Estimated \$75,000, FY'20-21 – Estimated \$200,000 +/-

Business Analysis: Creates an important tool for improving our understanding of potential water quality and operational issues prior to new local supply projects going on-line with the goal of avoiding unintended consequences.

Option #2

- Do not build an OC regional distribution system hydraulic model.

Fiscal Impact:

Business Analysis: Moving forward without an investigative tool for regional system integration planning is not recommended.

STAFF RECOMMENDATION

Option #1



DISCUSSION ITEM
March 2, 2020

TO: Planning & Operations Committee
(Directors McVicker, Yoo Schneider, Dick)

FROM: Robert Hunter, General Manager

Staff Contact: Harvey De La Torre

SUBJECT: Santa Ana River Conservation and Conjunctive Use Project (SARCCUP)
Metropolitan Water District Agreement - Draft Terms

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee review and discuss this item.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

In 2013, five regional water agencies within the Santa Ana River Watershed came together in a collaborative effort to identify a watershed-scale program, referred to as the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), and to prepare a joint application for Proposition 84 funding. The group includes representatives from the following regional water agencies:

- Eastern Municipal Water District (EMWD)
- Inland Empire Utilities Agency (IEUA)
- Orange County Water District (OCWD)
- San Bernardino Valley Municipal Water District (Valley)
- Western Municipal Water District (WMWD)

In 2016, SARCCUP was successful in receiving \$55 million in grant funds from Proposition 84 through the California Department of Water Resources (DWR). The overall SARCCUP

Budgeted (Y/N): N/A	Budgeted amount: None	Core <input checked="" type="checkbox"/> X <input type="checkbox"/>	Choice <input type="checkbox"/>
Action item amount:		Line item:	
Fiscal Impact (explain if unbudgeted):			

program awarded by Proposition 84, consists of three main program elements:

- Watershed-Scale Cooperative Water Banking Program
- Water Use Efficiency: Support for Agencies to Convert to Budget-Based Rates
- Habitat Creation and Arundo Donax Removal

The Watershed-Scale Cooperative Water Banking Program calls for wet-year water to be stored in groundwater basins for later use during dry years, or for emergencies. The other two program elements seek to conserve water by promoting conservation through the establishment of budget-based rate structures and replacing high-water consuming Arundo with low-water use native plant species.

The purpose of this Board item is to inform the MWDOC Board on the SARCCUP Cooperative Water Banking Program, the key terms regarding the Metropolitan and SARCCUP-Metropolitan member agencies' agreement, MWDOC's involvement in the agreement, and next steps.

SARCCUP Cooperative Water Banking Program

The goal of the SARCCUP Cooperative Water Banking Program is to store available and potentially lower-cost water during wet years in local groundwater basins throughout the watershed and extract the stored water during dry years to reduce the impacts from multi-year droughts.

Since 2016, San Bernardino Valley Municipal Water District (Valley), the five Metropolitan member agencies within the Santa Ana River Watershed, which includes MWDOC representing OCWD, and MET having been discuss terms and conditions for the SARCCUP-MET agencies to purchase surplus water from Valley to be stored in the watershed. With the Valley and MET surplus water purchase agreement due for renewal, it was the desire of Valley to establish a new agreement with MET that allows a portion of its surplus to be stored within its respected watershed.

Therefore, in the terms of the proposed new MET and Valley agreement, which is set for review and approval by the MET Board in June, MET will be given the right to purchase surplus Valley water under the condition that SARCCUP-MET member agencies may purchase from MET up to 50% of an equivalent amount of Valley Water for storage in SARCCUP banking facilities. Moreover, this water purchased by the SARCCUP-MET member agencies could qualify as an "Extraordinary Supply" provided it meets the provisions of Appendix G of MET's Water Supply Allocation Plan (See Attached).

Key Terms of the MET & SARCCUP-MET Member Agencies Agreement

Purchasing Water: As described in the attached Operational Terms Sheet for MET and SARCCUP-MET member agencies agreement, the Valley surplus water is considered "MET Water" and each SARCCUP-MET member agency that purchasing this water will be assessed the full-service volumetric rate at the time of delivery. This includes MET's Supply Rate, System Access Rate, Water Stewardship Rate and System Power Rate, as well as the Readiness-to-Serve (RTS) Charge. Only the MET Capacity Charge will not apply

because the water will be delivered at MET's discretion, which is consistent with previous MET programs e.g. Conjunctive Use Program (CUP) & Cyclic water deliveries.

To aid in the coordination of this program there will be a SARCCUP Operations & Finance (O&F) Committee, which will consist of all the SARCCUP participants, including MWDOC, to convey the purchase amounts, delivery and recovery method, and accounting of the water to MET.

Delivering Water: Including in the agreement will be three methods of delivering Valley surplus water in a SARCCUP storage facilities.

- **Direct MET Delivery** – Water purchased by a SARCCUP-MET member agency for direct delivery to its SARCCUP storage facilities.
- **Indirect MET Delivery** – Water purchased for one SARCCUP-MET member agency for delivery to another SARCCUP-MET member agency's storage facilities.
- **Delivery to Valley** – Delivery of a SARCCUP-MET member agency's water to Valley's SARCCUP recharge facilities (MET "virtual meter") for storage in the San Bernardino Basin Area (SBBA) bank (outside the MET service area).

All deliveries are through MET facilities or an agreed upon MET virtual meter, as would be the case for deliveries into the SBBA.

Recovering Water: When a SARCCUP-MET member agency seeks to recover this banked water, there are two methods of recovery:

- **Direct Local Delivery** – Pumping and direct conveyance of stored water between SARCCUP-MET member agencies using local interagency conveyance facilities.
- **In-lieu MET Delivery** – Pumping and local use of water by a SARCCUP-MET member agency (pumping agency) that was stored on behalf of another SARCCUP-MET member agency (benefitting agency), with an equivalent reduction in the pumping agency's MET deliveries and an equivalent increase in the benefitting agency's MET deliveries.

None of the recovered water is conveyed through the MET system. Recovery of stored water is either In-lieu or direct deliveries using local conveyance facilities between SARCCUP-MET member agencies.

MWDOC's Involvement in the MET & SARCCUP-MET Member Agency Agreement

Although MWDOC was not originally involved in the formation of SARCCUP and is not a financial contributor to the program, MWDOC staff has been involved in the Watershed-Scale Cooperative Water Banking Program as it relates to the purchasing of Valley surplus water from MET since the beginning. As OCWD's MET member agency representative, all purchases from MET will be coordinated through MWDOC. More importantly, because this agreement mainly involves the billing of MET water and receiving of Extraordinary Supply Credits during a Water Supply Allocation, MWDOC must be party to the agreement.

Both OCWD and MWDOC staff have been working together and in coordination with the other SARCCUP member agencies on the development of this agreement with MET. Due

to the unique arrangement in Orange County, MWDOC and OCWD will begin working on a separate MWDOC/OCWD SARCCUP Agreement regarding the coordination, billing, and transfer of extraordinary supply credits in the coming weeks.

Next Steps

Based on the feedback from the MWDOC Committee on the Term Sheet, the next steps are to:

- Finalize the Agreement between MET and the SARCCUP-MET Agencies
- Start developing the MWDOC/OCWD SARCCUP Agreement
- In April/May, the SARCCUP-MET member agency's Board, including MWDOC, will review and consider the MET Agreement for approval
- In June, the MET Board take action on the SARCCUP-MET Agreement
- In July, the MWDOC Board will review and consider the MWDOC/OCWD SARCCUP Agreement for approval

Attachments: (1) Operational Term Sheet for MET and SARCCUP-MET Member Agencies' Agreement

(2) MET Water Supply Allocation Plan Appendix G – Extraordinary Supply

(3) Presentation on Santa Ana River Conservation and Conjunctive Use Project (SARCCUP)

Final
Operational Term Sheet for
MWD and SARCCUP-MWD Member Agencies' Agreement

Background

- The Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) is a multi-agency, watershed wide groundwater storage and recovery project involving multiple basins in the Santa Ana Watershed. The goal is to store available and potentially lower-cost water during wet years in local groundwater basins throughout the watershed and extract the stored water during dry years to reduce the impacts from multi-year droughts.
- Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Municipal Water District of Orange County (MWDOC) acting on behalf of Orange County Water District (OCWD), and Western Municipal Water District (WMWD) are all member agencies of Metropolitan Water District of Southern California (MWD), herein referred to as “SARCCUP-MWD member agencies”.
- SARCCUP participants include the SARCCUP-MWD member agencies, OCWD and San Bernardino Valley Municipal Water District (Valley), herein referred to as the “SARCCUP participants”.
- Valley is a State Water Project (SWP) Contractor. Valley owns SWP capacity and recharges SWP water into the San Bernardino Basin Area (SBBA) groundwater basin for the benefit of its member agencies.
- MWD is the regional imported water wholesaler that delivers water to 26-member agencies in Southern California and is also a SWP Contractor.
- It is the intent of the SARCCUP-MWD member agencies to purchase from MWD an equivalent amount of surplus Valley SWP water (Valley Water) purchased by MWD for storage in their groundwater basins.
- The Valley Water will be purchased by MWD pursuant to the MWD and Valley agreement.

Supplies

- As specified in the MWD and Valley agreement, MWD will be given the right to purchase surplus Valley Water. In that agreement, the SARCCUP-MWD member agencies may purchase from MWD up to 50% of an equivalent amount of Valley Water purchased by MWD (Base Amount) for storage in SARCCUP banking facilities. This equivalent amount of Valley Water purchased (Base Amount) could qualify as Extraordinary Supply provided that it meets the provisions of Appendix G of MWD’s Water Supply Allocation Plan (Appendix G).

- Should MWD choose not to take delivery of Valley Water in a given year for its own member agencies, the SARCCUP-MWD member agencies may request to purchase all available surplus Valley Water (the Base Amount plus the remaining Valley Water (Residual Amount)) at MWD's discretion for delivery to the SBBA recharge facilities on behalf of the SARCCUP-MWD member agencies. The Base Amount could qualify as Extraordinary Supply and the Residual Amount would qualify as Local Supply.
- MWD's discretion will not be unreasonably applied to purchase the Valley Water for the SARCCUP-MWD member agencies.
- SARCCUP-MWD member agencies shall have the right to pump the Residual Amount at any time.
- MWD can call on any Residual Amount remaining in the SARCCUP banking facilities, requiring the SARCCUP-MWD member agencies to pump the water in-lieu of purchasing MWD supplies. This call provision may reduce the SARCCUP-MWD member agencies' demands on MWD in a future year.
- If the water delivered under the program and designated as Extraordinary Supply is pumped from storage during a non-allocation year, such water shall be considered a Local Supply, as described in Appendix G.

Pricing

- Individual SARCCUP-MWD member agencies will be financially responsible to pay the MWD full-service volumetric rate at the time of delivery. MWD's full-service volumetric rate includes the Supply Rate, System Access Rate, Water Stewardship Rate and System Power Rate.
- The Readiness-to-Serve (RTS) Charge applies in all examples of SARCCUP-purchased water.
- The Capacity Charge does not apply in any examples of SARCCUP-purchased water because the deliveries are at MWD's discretion.
- The SARCCUP-purchased water would not count against the SARCCUP-MWD member agency's Tier 1 Limit (Examples I-V) but would count towards their Tier 1 Commitment in all examples. If the agency was in Tier 2 at the time of the delivery, the agency pays the Tier 2 Supply Rate. The table presents the rates and charges that apply at the time of "Put"/purchase. The applicable charges for each defined example are shown below.

Example	Scenario	Full-Service Volumetric Rate ¹	RTS Charge ²	Capacity Charge ³	Applies to Purchase Order Commitment ⁴	Applies to Purchase Order (Tier 1/ Tier 2) Limit ⁴
I	SARCCUP Banks (Direct MWD Delivery/Pump and Use Locally)	Yes	Yes	No	Yes	No
II	SARCCUP Banks (Indirect MWD Delivery/Direct Local Delivery)	Yes	Yes	No	Yes	No
III	SARCCUP Banks (Indirect MWD Delivery/In-Lieu MWD Delivery)	Yes	Yes	No	Yes	No
IV	SBBA (Storage in SARCCUP Valley Bank (50% MWD/50% SARCCUP))	Yes	Yes	No	Yes	No
V	SBBA (Storage in SARCCUP Valley Bank (0% MWD/100% SARCCUP))	Yes	Yes	No	Yes	No

Notes

¹ The MWD full-service volumetric rate (previously defined) for the SARCCUP-purchased water applies in all examples and at the time the water is delivered to the SARCCUP-MWD member agency.

² The Readiness-to-Serve charge applies in all examples of SARCCUP-purchased water.

³ The Capacity Charge does not apply in any examples of SARCCUP-purchased water.

⁴ The SARCCUP-purchased water would not count against the SARCCUP-MWD member agency's Tier 1 Limit (Examples I-V) but would count towards their Tier 1 Commitment in all examples. If the agency is in Tier 2 at the time of the delivery, the agency pays the Tier 2 Supply Rate.

Put Scenarios (Storage)

- Any Valley Water purchased by the SARCCUP-MWD member agencies falls into three put scenarios. One or more of these scenarios may be used separately or in combination, and may involve more than one SARCCUP-MWD member agency:
 - Put Scenario A (Direct MWD Delivery)** – Water purchased by a SARCCUP-MWD member agency for direct delivery to its SARCCUP storage facilities.
 - Put Scenario B (Indirect MWD Delivery)** – Water purchased for one SARCCUP-MWD member agency for delivery to another SARCCUP-MWD member agency's storage facilities.
 - Put Scenario C (Delivery to Valley)** – Delivery of a SARCCUP-MWD member agency's water to Valley's SARCCUP recharge facilities (MWD "virtual meter") for storage in the SBBA bank (outside the MWD service area).
- All deliveries are through MWD facilities or an agreed upon MWD virtual meter.

Take Scenarios (Recovery)

- Stored water recovered from a SARCCUP groundwater bank falls into two take scenarios. One or more of these scenarios may be used separately or in combination, and may involve more than one SARCCUP-MWD member agency:

- **Take Scenario 1 (Direct Local Delivery)** – Pumping and direct conveyance of stored water between SARCCUP-MWD member agencies using local interagency conveyance facilities.
 - **Take Scenario 2 (In-lieu MWD Delivery)** – Pumping and local use of water by a SARCCUP-MWD member agency (pumping agency) that was stored on behalf of another SARCCUP-MWD member agency (benefitting agency), with an equivalent reduction in the pumping agency’s MWD deliveries and an equivalent increase in the benefitting agency’s MWD deliveries.
- No banked water is conveyed through the MWD system. Recovery of stored water is either in-lieu or direct deliveries using local conveyance facilities between SARCCUP-MWD member agencies.

Accounting

- The accounting and financial reconciliation for costs of recovering supplies will be between the SARCCUP-MWD member agencies, under a separate agreement.
- A SARCCUP Operations & Finance (O&F) Committee will be established consisting of the SARCCUP participants. The O&F Committee will analyze transactions proposed by the SARCCUP participants resulting in storage location and transfer recommendations that minimize costs in delivering water supplies.
- For purposes of accounting, the SARCCUP-MWD member agencies will provide regular updates to MWD for certification of Extraordinary Supply (in accordance with Appendix G).

Appendix G: Board Policy Principles on Determining the Status of Extraordinary Supply

At the June 8, 2010 Water Planning and Stewardship Committee meeting Metropolitan's Board of Directors adopted the following policy principles to guide staff in determining the Extraordinary Supply status of future member agency supply programs.

No Negative Impacts to Other Member Agencies

A potential Extraordinary Supply for a member agency should not decrease the amount of Metropolitan water supply that would be available to the other member agencies in a WSAP. Programs that utilize Metropolitan supplies as a primary or in-lieu source or as a means of payback or future replenishment may have the effect of decreasing supplies, available to other agencies, if designated as Extraordinary Supply.

Provides Supply in Addition to Existing Regional Supplies

A potential Extraordinary Supply should provide a water supply that increases the overall water supplies that are available to the region in a WSAP. A program that is designed to move existing regional supplies from year to year would not qualify.

Specifically Designed Program or Supply Action

A potential Extraordinary Supply must be intentionally created and operated to provide additional supply yield. Normal variations in existing and planned local supply programs would not qualify.

Intended for Consumptive Use in a WSAP

A potential Extraordinary Supply should be designed with the primary intention to deliver water supply to a member agency only at a time when Metropolitan is allocating supplies. Programs designed to deliver water on a regular basis would not qualify. Exceptions for reasonable use of a supply program for emergency or other extenuating local circumstances should be considered.

Fully Documented Resource Management Actions

A potential Extraordinary Supply should have a full description as to the source, transmission, distribution, storage, and delivery of the water supply.

These principles are intended to identify deliberate actions taken by member agencies to augment supplies only when Metropolitan is allocating supplies through the WSAP. Production from existing local supplies, programs that are operated on an ongoing basis, and incidental increases in water supply would not qualify as Extraordinary Supply. The intent of the Extraordinary Supply designation is to recognize programs and actions that are additive to the total regional water supply as the region continues to confront the water supply challenges from drought and regulatory conditions. To that end, any supply actions taken after the initial implementation of the WSAP in July 2009 that utilize Metropolitan supplies either as a primary source, or to refill or replenish an incurred obligation or deficit at a future date would not qualify as Extraordinary Supply.



SANTA ANA REGIONAL CONSERVATION CONJUNCTIVE USE PROGRAM
(SARCCUP)



MWDOC Planning & Operations Committee Meeting
March 2, 2020

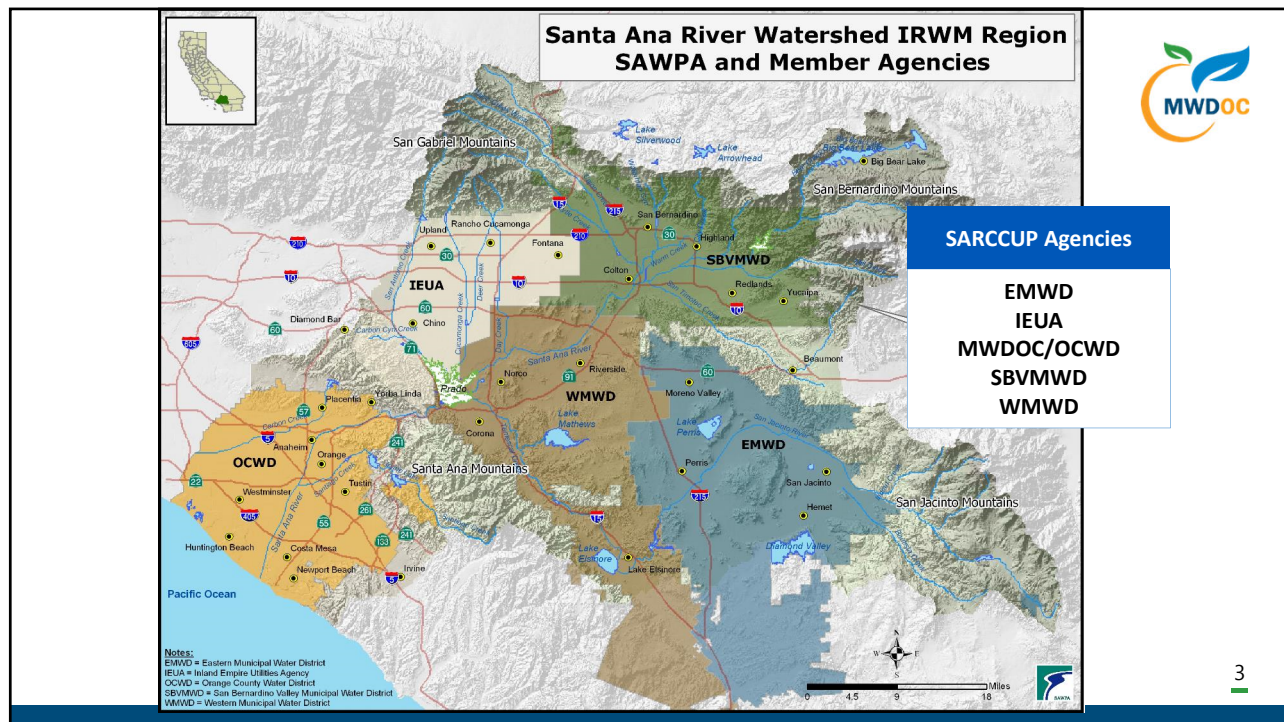
Agenda



- 💧 **SARCCUP Overview**
- 💧 **SARCCUP Banking Program's Key Elements**
- 💧 **Operational Terms**
- 💧 **Benefits to Orange County**
- 💧 **Next Steps**

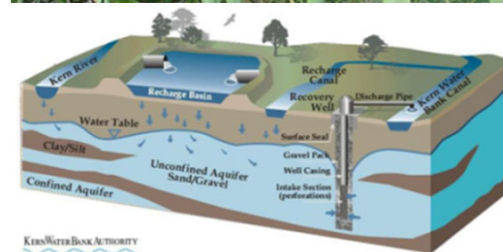
Agenda





SARCCUP Overview

- 💧 **Water Use Efficiency:** Assistance for agencies to develop conservation-based rates
- 💧 **Habitat Creation:** Establish habitat for Santa Ana Sucker fish and water-consuming non-native *Arundo donax* removal along the Santa Ana River
- 💧 **Watershed-Scale Cooperative Water Banking Program:** Water banking facilities in four locations with coordinated operations to store water in wet years and provides a new extraordinary supply during droughts and emergencies resulting in additional regional Dry-Year Yield



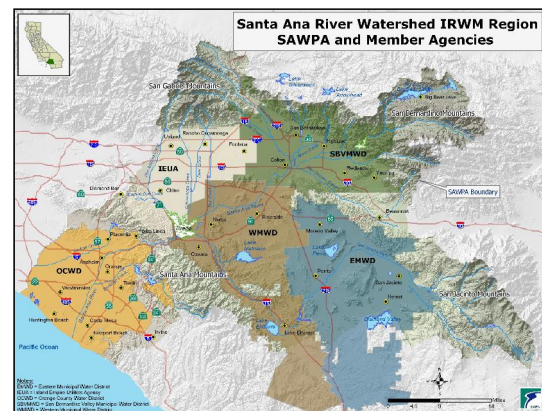
SARCCUP Water Bank

- 💧 **SARCCUP's Banking Program** is a watershed-scale program that allows imported water to be banked in wet-years to enhance water supply reliability and increase available dry-year supplies in the Santa Ana River Watershed
 - 🔥 Water banking facilities in four locations with coordinated operations to store water in wet years and provides a new extraordinary supply during droughts and emergencies resulting in additional regional Dry-Year Yield (DYY)
- 💧 \$150 million plus program developed by the five regional water agencies in a collaborative effort that secure Proposition 84 funding
- 💧 Successfully received \$55 million in grant funding in the last round of Proposition 84 funding

5

SARCCUP Water Bank's Key Elements

- 💧 **Land:** Four locations with coordinated operations
- 💧 **Water Supply:** Access to Valley (SBVMWD) surplus water
 - MET 50%
 - SARCCUP Agencies 50%
- 💧 **Storage:** 130,000 – 144,000 AF
- 💧 **Conveyance:** Direct potable deliveries or In-lieu deliveries



6

SARCCUP Water Bank's Key Elements (cont.)



Bank Size
19,500 AF



Bank Size
0-14,000 AF



Bank Size
36,000 AF



Bank Size
64,000 AF



Bank Size
10,500 AF

7

Operational Terms



- 💧 In all cases, MET purchases surplus water from Valley District
 - 🔥 MET makes available an amount equivalent to 50% of the amount purchased by MET to the SARCCUP-MET Member Agencies
- 💧 SARCCUP-MET Member Agencies pay MET the full service rate at time of delivery for their share
 - 🔥 MET Full Service Tier 1 rate (includes Supply, System Access, Water Stewardship, Power Rate)
 - 🔥 All deliveries are through MET facilities or MET virtual meter
- 💧 Such water purchased by a SARCCUP-MET Member Agency can qualify as "Extraordinary Supply" and be used during an Allocation
- 💧 SARCCUP Operations as described are consistent with MET's Administrative Code and Water Supply Allocation Plan

8

Different Methods of Delivery



💧 “Put” Scenarios (Delivery):

- 🔥 **Put Scenario A (Direct MET Delivery)** – Water purchased by a SARCCUP-MET member agency for direct delivery to its SARCCUP storage facilities
- 🔥 **Put Scenario B (Indirect MET Delivery)** – Water purchased for one SARCCUP-MET member agency for delivery to another SARCCUP-MET member agency’s storage facilities
- 🔥 **Put Scenario C (Delivery to Valley)** – Delivery of a SARCCUP-MET Member Agency’s water to Valley District’s SARCCUP recharge facilities (MET “virtual meter”) for storage in the SBBA bank (outside the MET service area)

9

Different Methods of Recovery



💧 “Take” Scenarios (Recovery):

- 🔥 **Take Scenario 1 (Direct Local Delivery)** – Pumping and direct conveyance of stored water of a SARCCUP-MET Member Agency using local interagency conveyance facilities
- 🔥 **Take Scenario 2 (In-lieu MET Delivery)** – Pumping and local use of water by a SARCCUP-MET Member Agency (pumping agency) that was previously stored on behalf of another SARCCUP-MET Member Agency (benefitting agency), accompanied by an equivalent reduction in the pumping agency’s MET deliveries and an equivalent increase in the benefitting agency’s MET purchases

10

Program Benefits to Orange County



- 💧 Orange County receives access to SWP (Valley) for drought or emergency purposes
 - 🟡 Purchased from MET at the full-service rate (via MWDOC)
 - 🟡 Access to Extraordinary Supply Credits
- 💧 Water can be stored locally (up to 36,000 AF in OCWD Basin)
 - 🟡 Available to Orange County Retail Agencies
- 💧 Flexibility in Put and Take operational scenarios



Next Steps



- 💧 Receive feedback from the MWDOC Committee on the Term sheet
- 💧 Finalize the Agreement between SARCCUP-MET Agencies and MET
- 💧 Start developing the MWDOC/OCWD SARCCUP Agreement
- 💧 In April/May, the SARCCUP-MET member agency's Board, including MWDOC, will review and consider the MET Agreement for approval
- 💧 In June, the MET Board take action on the SARCCUP-MET Agreement
- 💧 In July, the MWDOC Board will review and consider the MWDOC/OCWD SARCCUP Agreement for approval



ENGINEERING & PLANNING


Doheny Ocean Desalination Project	<p>On October 30, 2019, South Coast held a Peer Review Cost Estimate workshop for the Doheny Desal Project. Rich Svindland, of California American Water (CalAm), who helped develop the 6.4 MGD Monterey Ocean Desal Project using slant well technology, completed a peer review cost estimate for the Doheny Ocean Desal Project. The CalAm Peer Review was based on their experience in developing and <u>bidding</u> a project in Monterey, (that plant has not been constructed due to permitting and legal issues). The CalAm review of the previous Doheny Desal cost estimate by GHD indicated some differences in capital and operating costs including a higher level of staffing for the plant as suggested by CalAm. Overall, the cost differences resulted in estimated increased costs:</p> <ul style="list-style-type: none"> • Capital costs were estimated at 5.4% higher • O&M costs were estimated at 15.8% higher • Overall, the unit cost of water increased from \$1,556 per AF to \$1,805 per AF, an increase of \$249 per AF, an overall increase of about 16.0% <p>South Coast WD's Board has voiced their opinion that a 5 MGD project provides too much water and is beyond the ability of South Coast WD to shoulder by themselves. Without other partners, they may consider a plant size as small as 2.0 mgd without any oversizing to protect the potential for an ultimate 15 mgd project. The potential use of excess recycled supplies to be blended with ocean supplies was also discussed with the Latham wastewater plant in near proximity to the Doheny Desal Project. An unknown consideration is the concentrated iron and manganese laden sub-surface seawater found during the MWDOC pilot slantwell testing.</p> <p>On January 23, 2020, the South Coast WD Board approved a conceptual study of ocean water augmentation using Direct Potable Reuse (DPR). This concept is based on the proposition that the challenges of Ocean Desalination and DPR could beneficially offset each other. South Coast WD has contracted with Dudek to prepare a white paper to evaluate this concept specifically to the Doheny Ocean Desalination Project on a feasibility and cost comparison basis. It is anticipated the study will take four months to complete.</p> <p><u>Next Steps by South Coast WD:</u></p> <ol style="list-style-type: none"> 1. Look for partners 2. High Level Schedule (has slipped a bit due to the Regional Board schedule) <ol style="list-style-type: none"> a. Environmental permitting Late Summer 2020 b. DBOM Contract Develop Early 2020 c. DBOM Contract Award Early 2021 d. Construction Early 2023
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MET 2019-20 Shutdown Schedule	<p>MWDOC staff have held many meetings with MET and MWDOC member agencies since July 2019 to review the extensive MET 2019-2020 Shutdown Schedule.</p> <p>MWDOC has been working with MET and affected agencies on the February 9 – 16, 2020 West Orange County Feeder (WOCF) shutdown which was rescheduled to accommodate the Diemer shutdown.</p> <p>The February 9 – 16, 2020 West Orange County Feeder shutdown has been completed and has returned to service.</p>
SMWD Rubber Dams Project (San Juan Watershed Project)	<p>Santa Margarita WD continues to focus on diversifying its water supply portfolio for south Orange County residents, businesses, schools, and visitors. On June 21, 2019, the San Juan Watershed Environmental Impact Report (EIR) was approved.</p> <p>The original project had three Phases; Phase 1 was three rubber dams recovering about 700 AFY; Phase 2 added up to 8 more rubber dams with the introduction of recycled water into the creek to improve replenishment of the basin for up to 6,120 AFY, and Phase 3 added more recycled water topping out at approximately 9,480 AFY. Under this arrangement, most or all of the production and treatment involved the existing San Juan Groundwater Desalter with expansions scheduled along the way to increase production over 5 mgd. Fish passage and regulatory hurdles to satisfy subsurface travel time requirements are presenting some difficulties.</p> <p>SMWD is working with the Ranch on the next phase of development within SMWD and have access to riparian groundwater from the Ranch. Furthermore, they have discovered that the local geology has high vertical percolation rates and sufficient groundwater basin travel time to potentially allow percolation of treated recycled water with an ability to meet the required travel time. SMWD is of opinion that groundwater production and treatment of the groundwater can be initiated in a relatively short time-frame while permitting for percolation augmentation using recycled water from the nearby Trampas reservoir can be added as permitting allows. They believe the new project area may be able to ultimately produce 4,000 to 5,000 AF per year; they believe the original project will continue to be developed for production out of the wells and treatment provided by San Juan Capistrano as the two agencies merge. Ultimate production out of the basin could exceed 10,000 AF per year if all goes well.</p>
Local Supply Integration	<p>See write up in this packet.</p>
South Orange County Emergency Service Program	<p>MWDOC, IRWD, and Dudek have completed the study to determine if the existing IRWD South Orange County Interconnection capacity for providing emergency water to South Orange County can be expanded and/or extended beyond its current time horizon of 2030.</p> <p>Dudek participated in the November 6 SOC workshop to re-engage with the SOC agencies on this project. Support from the agencies was expressed to take a small next step to install Variable Frequency Drives at a pump station within IRWD which would be paid for by SOC to help move water from the IRWD system to SOC in an emergency. The Variable Frequency Drives will provide</p>

	more flexibility to the IRWD operations staff to allow additional water to be sent to SOC while meeting all of the IRWD needs.
Strand Ranch Project	A meeting was held on February 14, 2020 between MWDOC, MET, and IRWD to further exchange ideas on how to implement the program to capture the benefits that can be provided by the development of “extraordinary supplies” from the Strand Ranch Project. Based on the meeting, staff from MWDOC and IRWD will need to continue to discuss methods of quantifying the benefits of the program.
Poseidon Resources Huntington Beach Ocean Desalination Project	<p>The Santa Ana Regional Water Quality Control Board (SARWQCB) continues to work with Poseidon on renewal of the National Pollutant Discharge Elimination System (NPDES) Permit for the proposed HB Desalination Project.</p> <p>The renewal of the NPDES permit for the proposed desalination facility requires a California Water Code section 13142.5(b) determination in accordance with the State’s Ocean Plan (a.k.a. the Desalination Amendment). To make a consistency determination with the Desalination Amendment, the Regional Board is required to analyze the project using a two-step process:</p> <ol style="list-style-type: none"> 1. Analyze separately as independent considerations, a range of feasible alternatives for the best available alternative to minimize intake and mortality of all forms of marine life: <ol style="list-style-type: none"> a. Site b. Design c. Technology d. Mitigation Measures 2. Then consider all four factors collectively and determine the best combination of feasible alternatives. <p>Regional Board staff reviewed hundreds of documents and input from both an independent reviewer and a neutral 3rd party reviewer to develop Tentative Order R8-2020-0005 which is anticipated to be issued at the April 2020 Board meeting.</p> <p>The key areas required by the Ocean Plan on which the Santa Ana Water Board is required to make a determination, includes:</p> <ul style="list-style-type: none"> • Facility onshore location; • Intake considerations including subsurface and surface intake systems; • Identified need for the desalinated water; • Concentrated brine discharge considerations; • Calculation of the marine life impacts; and • Determination of the best feasible mitigation project available.

	<p>In evaluating the proposed project, Santa Ana Regional Board staff interpreted “the identified need for the desalinated water” as whether or not the project is included in local area water planning documents, rather than a reliability need as analyzed in the OC Water Reliability Study. The Regional Board staff referenced several water planning documents; 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 in their evaluation of Identified Need.</p> <p>On December 6, 2019, SARWQCB, Regional Board staff conducted a workshop in Huntington Beach that was heavily attended with a considerable range of views expressed at the meeting. Several of the SARWQCB members were somewhat confused about the evaluation of “Identified Need” for the project (inclusion in local water planning documents vs. an identified reliability need for the project) and requested staff to help them understand the issue better.</p> <p>The latest information is the SARWQCB has scheduled a workshop on March 13, 2020 regarding the “need” for the Poseidon Project, and has asked MWDOC, OCWD, and MET to attend.</p> <p>The Regional Board Final Permit issuance is anticipated at the April 3, 2020 meeting</p> <p>Assuming success, Poseidon would then seek its final permits from the California Coastal Commission (CCC). The CCC has committed to reviewing the permit within 90 days of the SARWQCB NPDES permit issuance.</p>
<p>Trampas Canyon Dam and Reservoir</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"> 1. Trampas Canyon Dam (Dam) 2. Conveyance facilities to transport recycled water into and out of the Reservoir (Pipelines) 3. Trampas Canyon Pump Station (Pump Station) <p>The construction of the facilities is being completed in three phases:</p> <ol style="list-style-type: none"> 1. Preconstruction/Site Preparation for the Dam and Pump Station Construction <ol style="list-style-type: none"> a. Project Status - Complete 2. Dam and Pipelines

	<p>a. Project Status - The Construction Contract was awarded in December 2017 and is approximately 78% complete.</p> <p>3. Pump Station</p> <p>Project Status - The pump station construction contract was awarded to Kingmen Construction on November 22, 2019 for \$3.356 million. Substantial completion of the pump station is anticipated August 31, 2020.</p>
Meetings	
	Karl Seckel and Charles Busslinger attended a Strand Ranch meeting with IRWD and MET on February 14, 2020. See discussion above.
	<p>Karl Seckel and Charles Busslinger attended the SMWD Strategic Planning Workshop on February 21, 2020.</p> <p>SMWD annually conducts a Strategic Planning Workshop to have a clear direction on projects and funding for the upcoming two to three years. SMWD previously set the following Strategic Goals by 2030:</p> <ul style="list-style-type: none"> • 30% Local Water Supply • Recycle nominally 100% of their wastewater • Develop equivalent of 6 months of storage <p>During the workshop, SMWD reviewed their prioritization of proposed projects categorized by “Need to Do”, “Near-Term Goals” and “Aspirational Goals” shown in the graphic below.</p>

	<p>Need to Do</p> <div data-bbox="451 268 735 348">Oso Creek WRP Repair and Replacement</div> <div data-bbox="451 373 735 470">Chiquita WRP Secondary Treatment Upgrades</div> <div data-bbox="613 485 898 564">Chiquita WRP Final Expansion</div> <div data-bbox="451 604 735 684">District Capital Repairs and Replacement</div> <div data-bbox="451 709 735 789">R-6 Reservoir Cover Replacement</div> <div data-bbox="451 898 735 978">SOCWA Repair and Replacement Projects</div> <div data-bbox="440 995 607 1121">  </div>	<p>Near-Term Goals</p> <div data-bbox="792 268 1076 348">Oso Creek WRP Optimization Upgrades</div> <div data-bbox="792 373 1076 453">RSM Recycled Water Conversion</div> <div data-bbox="943 485 1227 531">Cadiz Water Project</div> <div data-bbox="792 583 1076 663">Oso Barrier Return Flow Treatment</div> <div data-bbox="792 688 1076 785">San Juan Capistrano Groundwater Plant Maximization</div> <div data-bbox="943 810 1227 890">Automated Meter Reading Project</div> <div data-bbox="792 915 1076 995">Irvine Lake Storage Project</div> <div data-bbox="792 1010 1076 1106">RMV Mutual Groundwater Treatment Plant</div>	<p>Aspirational Goals</p> <div data-bbox="1122 268 1406 315">Salinity Control</div> <div data-bbox="1122 352 1406 432">Ocean Desalination Project Participation</div> <div data-bbox="1122 562 1406 642">San Juan Watershed Potable Reuse</div> <div data-bbox="1122 667 1406 747">Education Program</div> <div data-bbox="1122 915 1406 995">Shared Financial and Billing Services</div>
	<p>Several of the investments were pushed to higher prioritization categories. SMWD will be sharing a recap of the meeting in the near future.</p>		
	<p>Charles Busslinger and Rachel Davis attended a meeting on February 10, 2020 on the SOCWMA Flow Ecology Study to discuss the County's approach to, and definition of, the term "natural flows". This has been an undefined essential element of the Water Quality Improvement Plan (WQIP) for MS4 compliance and watershed health in South Orange County.</p> <p>Charles Busslinger attended the CalDesal conference on February 6-7, 2020. The conference covered a number of interesting topics. Two that stood out included Dr. Peter Fiske, Director of the Water-Energy Resilience Research Institute (WERRI) at Lawrence Berkeley National Laboratory (a U.S. Department of Energy Innovation Hub) that is attempting to "re-think" the traditional linear water treatment processes to make dramatic improvements in the water industry. Areas of focus for WERRI include autonomous operation of water treatment facilities, precision separation of pollutants, brine management, electrification, and modular membrane systems targeting water constituents tailored to local needs.</p> <p>The second presentation provided an overview of international desalination efforts that brought into perspective the magnitude of acceptance of ocean desalination around the world. There are currently 47 times the capacity of the</p>		

	<p>Poseidon HB plant in development in the Middle East alone and all of the plants are larger than 100 MGD and producing potable water at less than \$1,000/AF. Australia's desalination investments have proven themselves due to the recent mega-fires with many of the previously idle desalination plant in full operation and several (including the Sydney desalination facility) in development to double in size.</p>
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**Status of Ongoing WEROC Projects
February 2020**

Description	Comments
WEROC Coordination	<p>The WEROC Quarterly Meeting occurred on February 4th. Items on the agenda included: Dam planning and compliance assistance, AWIA update, Hazard Mitigation Plan and the readiness initiative focusing on training and exercise coordination and offerings. Following the meeting, a survey was sent to WEROC member agencies requesting what their agency's training needs are. The survey closed on February 21st. The results from this survey is being incorporated into the master Training and Exercise Plan covering the next three years.</p> <p>Vicki continues to work on the WEROC program assessment as the new Director and is developing a strategic plan for the organization. A written review should be ready for presentation in April.</p> <p>Vicki will be meeting with member agencies in the coming months. In February, Vicki met with the Orange County Sanitation District's General Manager and staff members to discuss current projects and the future, along with the City of Fullerton. Future meetings already scheduled include the Irvine Ranch Water District on March 11th, and plans on meeting with all member agencies in the coming months.</p> <p>On February 25th, WEROC and a few member agencies attended a demonstration of the Yorba Linda Water District's Helicopter Hydrant Project. Background on this system for informational purposes. The Heli-Hydrant is an innovative fire protection solution aimed at maximizing the water dropping capabilities of helicopters, to protect both wildlife and communities from wildfires. Strategically placed across fire-prone wildland areas, the Heli-Hydrant acts as a refillable and efficient water source for helicopters.</p> <p>Daniel is working with several agencies looking to acquire additional 800 MHz radio equipment as part of the WEROC radio system. Laguna Beach Fire requested to add the WEROC radio channels to their increasing our capabilities and interoperability across the two disciplines. This was an action item Daniel had been working on for the past couple of months.</p> <p>Janine has completed the annual audit and update of the member agencies point of contacts and is now auditing the AlertOC registered use contact and training database.</p>

Coordination with the County of Orange and outside agencies	<p>On February 6th, Vicki attended the Orange County Emergency Management Organization (OCEMO) meeting held at County of Orange/Operational Area Emergency Operations Center. An overview of the Corona Virus, December North Court Continuity Operation, and an update on the Operational Area Agreement. Other presentation topics included Operational Area Managers Report, grant updates, the California Office of Emergency Services (CalOES) report, and OCEMO sub-committee updates.</p> <p>On Feb 6th, Daniel attended a Cyber Security Seminar hosted by the California Office of Emergency Services (CalOES) in Ventura. This seminar was the first step for preparation for the California Capstone/National Level Exercise (NLE) 2020 Series that will culminate in a functional/full-scale exercise May 11-14, 2020. Based on seminar information provided, it is to be determined to what WEROC participation will be.</p> <p>On February 19th, Vicki attended the quarterly Operational Area Executive Board meeting as the Independent Special Districts of Orange County appointed representative. In Orange County, the Operational Area Agreement creates an Executive Board which reviews and approves emergency plans for the Operational Area and makes recommendations to improve emergency management for the entire region. One item of interest was the approval of the Operational Area Agreement. The next step includes the County taking this agreement to the County Board of Supervisors for final approval at the end of March. Once approves, it will be distributed to the Optional Area members including the water and waste water agencies for signature.</p> <p>Vicki is coordinating with the Orange County Sheriff's Department Emergency Management Division on the new state requirement for Dam Owners and Operators to conduct an annual notification drill. The target timeline is May which is Dam Awareness and Safety Month.</p> <p>WEROC continues to support California Water/Wastewater Agency Response Network (CalWarn). Janine and Leah are updating the CalWarn contact lists. These lists are vital during any event, large or small requiring mutual assistance. Vicki is joining the state planning committee and assisting with CalWarn coordination efforts including updating the CalWarn Operations and Procedures. Vicki will be attending the in person CalWarn meeting on April 9th in Anaheim.</p> <p>Vicki has been requested to participate on the California Office of Emergency Services (CalOES) Standardized Emergency Management System (SEMS)</p>
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Coordination with the County of Orange and outside agencies (continued)	Guidelines Refresh Project. This project is long overdue as the original guidelines were developed in the mid 1990's and our representation on this group for water and waste water agencies is vital.
America's Water Infrastructure Act (AWIA)	<p>WEROC and its consultant, Herndon Solutions Group (HSG) are continuing to work with the WEROC agencies to achieve compliance with America's Water Infrastructure Act (AWIA). AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems by March 31, 2020, for systems serving a population of 100,000 or more and for later dates for smaller agencies. Leslie from WEROC remains the project manager and coordination liaison with Hendon.</p> <p>The Risk and Resilience Assessment documents are being delivered to agencies via workshops. All Tier I agencies should meet their March 31st self-reporting compliance deadline to Environmental Protection Agency (EPA). MWDOC received its RRA assessment on Monday, February 24th. These documents will not be brought before the board due to the technical aspects and sensitive information contained within. Vicki is available to discuss the contents and outline the future pathway based on the report.</p> <p>Phase III, the Emergency Response Plans, are due 6 months later in September 2020. Member agencies who have opted in for consultant support with the Emergency Response Plan portion of the contract are concurrently having kickoff meetings for this portion of the AWIA effort.</p> <p>Tier II Agencies (RRA Due December 2020) are beginning Phase II in March with scheduling of their RRA Workshops.</p>
Hazard Mitigation Planning	WEROC continues to follow-up with the 19 member agencies who participated in the 2018 update of the Orange County Water and Wastewater Multi-Jurisdictional Hazard Mitigation Plan. As of February 24 th , there is only one agency from whom we have not received their agency resolution letters formally adopting the plan. This agency has been given until the first week of March to respond and provide their resolution or the plan must move along without them in order to closeout with FEMA and receive final written approval so all other agencies can begin to use this plan.
PSPS Events	On-going: 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

	<p>Status was intended to ensure that we receive all communications regarding the proceedings and that our comments are included officially for consideration. Vicki is monitoring the release of any documents for review and comment over the next few months.</p> <p>On February 20th, MWDOC/WEROC provided joint comments on R.18-12-005 regarding proposed additional and modified de-energization guidelines being developed by the CPUC. Our joint comments also include the agencies of Valley Center Municipal Water District and the Padre Dam Municipal Water District. Vicki has a copy of the provided comments if any member of the Board wishes to see them.</p> <p>On February 25th on behalf of the member agencies, Vicki answered questions specific to past PSPS events and generator impacts or issues. Vicki continues to work closely with Government Affairs and potential legislative initiatives related to PSPS events and generator issues.</p>
EOC Readiness	<p>Vicki and Daniel participated in the OA, WEROC and MET radio tests.</p> <p>Daniel and Janine received the invoice from the California Air Resources Board and is currently in the final stages of registering the WEROC/MWDOC EOC generator and insurance.</p> <p>North EOC radio was repaired and the water is working again.</p> <p>Janine completed updates to Safety Center, the Concept of Operations Plan (COOP), and WEROC contact lists.</p> <p>In partnership with the American Red Cross, WEROC will be receiving one pallet of individual bottle water for use at the Emergency Operations Center.</p>
Training and Exercises	<p>WEROC hosted two radio user classes on February 19 and February 27th. Orange County Sheriff's Department Communication Division taught this class and it was well received and attended. Santa Margarita Water District has already reached out for an additional class for their staff which has been scheduled for March with WEROC providing the instruction.</p> <p>In follow up to the County Emergency Operations Center (EOC) Earthquake Functional Exercise on January 30th. WEROC has identified the following action items in need of improvement for the WEROC Liaison Position at the County and Operational Area EOC:</p> <ul style="list-style-type: none"> • WEROC laptop is nonfunctional. • WEROC position specific checklist of startup and initial actions needs to be updated.

Training and Exercises (continued)	<ul style="list-style-type: none"> • WEROC binder contact lists need updating. • Informational document for “Do Not Use vs Boil Water” FAQ sheet needs to be created to include Water Quality Authorities. • Process flow document to accompany all forms in the WEROC binder. • WebEOC training for WEROC Liaison staff assigned to the County and Operational Area EOC. <p>On February 14th, Vicki met with Yorba Linda Water District, Yorba Linda City Manager’s Office, Orange County Sheriff’s Department, and the Orange County Fire Authority to discuss a Tabletop Exercise (TTX) to occur in June. Goal of the table top is to focus on field operations personnel. Objectives for the TTX include understand the role of field staff dependent on the Life, Safety vs Infrastructure of the repair; Implementation/integration of the Incident Command System (ICS); Demonstrating the process for field personnel to integrate into the decision making & coordination structure; Identify information for situational awareness when needed for coordination; and Identify equipment field personal need to manage or support the operation.</p> <p>Vicki has submitted six Basic SEMS and NIMS courses and is waiting for approval from the state. Once received, member agencies will be provided sign up information.</p> <p>On March 31st, Daniel is leading a Tabletop Exercise for MWDOC staff. Objectives include reviewing and analyzing the emergency notification processes, operational coordination procedures, and the current joint information system. Tabletop exercises allow for discussion based communications allowing participants to verbalize positive process while identifying any potential gaps or needs.</p> <p>Daniel has been accepted to the National Emergency Management Academy being conducted in Ventura. This is a national offered training which you must apply for in order to be accepted to attend.</p>
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Status of Water Use Efficiency Projects

February 2020

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In January 2020, 132 smart timers were installed in Orange County. To date, 26,522 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In January 2020, 101 rotating nozzles were installed in Orange County. To date, 570,332 rotating nozzles have been installed through this program.
SoCal Water\$mart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In January 2020, 179 high efficiency clothes washers and 11 premium high efficiency toilets were installed in Orange County. To date, 120,479 high efficiency clothes washers and 60,502 high efficiency toilets have been installed through this program.
SoCal Water\$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In January 2020, 335 commercial premium high efficiency toilets were installed in Orange County. To date, 108,480 commercial devices have been installed through this program.
Industrial Process/ Water Savings Incentive Program (WSIP)	MWDSC	Ongoing	Ongoing	This program is designed to improve water efficiency for commercial customers through upgraded equipment or services that do not qualify for standard rebates. Incentives are based on the amount of water customers save and allow for customers to implement custom water-saving projects. Total water savings to date for the entire program is 1,257 AFY and 4,520 AF cumulatively.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Turf Removal Program	MWDOC	Ongoing	Ongoing	<p>In January 2020, 27 rebates were paid, representing \$35,028 in rebates paid this month in Orange County.</p> <p>To date, the Turf Removal Program has removed approximately 22.6 million square feet of turf.</p>
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	<p>This is a rebate program designed to encourage residential and commercial property owners to convert their existing conventional spray heads to low-volume, low-precipitation drip technology.</p> <p>To date, the Spray to Drip Rebate Program has converted approximately 882,000 square feet of area irrigated by conventional spray heads to drip irrigation.</p>
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	<p>This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water.</p> <p>To date, 157 sites, irrigating a total of 1,563 acres of landscape, have been converted. MWDOC has paid a total of \$56,950.00 in grant funding to 20 of those sites. The total potable water savings achieved by these projects is 3,362 AFY and 11,754 AF cumulatively.</p>