

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

Jointly with the

PLANNING & OPERATIONS COMMITTEE

November 1, 2021, 8:30 a.m.

Due to the current state of emergency related to the spread of COVID-19 and pursuant to Government Code Section 54953(e), MWDOC will be holding this Board and Committee meeting by Zoom Webinar and will be available by either computer or telephone audio as follows:

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Webinar ID: 882 866 5300#

P&O Committee:

Director Yoo Schneider, Chair
Director Nederhood
Director Seckel

Staff: R. Hunter, J. Berg, V. Osborn,
H. De La Torre, T. Dubuque,
D. Micalizzi, H. Baez, T. Baca

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 ITEM

1. MWDOC LEGISLATIVE POLICY PRINCIPLES ANNUAL UPDATE
2. AUTHORIZATION FOR STAFF TO ENTER INTO AGREEMENT WITH THE COUNTY OF ORANGE FOR THE UTILIZATION OF ALERTOC, EVERBRIDGE MASS NOTIFICATION SYSTEM

DISCUSSION ITEMS

3. UPDATE ON COVID-19 (ORAL REPORT)
4. STATUS OF THE PROPOSED WATER BANKING PILOT PROGRAM BETWEEN MWDOC & IRWD – STRAND RANCH

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

5. WYLAND NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION CITY OF WESTMINSTER POCKET PARK PROJECT UPDATE
6. LOCAL LEGISLATIVE ACTIVITIES
 - a. County Legislative Report (Lewis)
 - b. Legal and Regulatory Report (Ackerman)
7. OC WATER SUMMIT UPDATE
8. MWDOC CHOICE SCHOOL PROGRAMS UPDATE
9. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Public and Government Affairs
10. REVIEW OF ISSUES RELATED TO PLANNING OR ENGINEERING PROJECTS, WEROC, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, PUBLIC AFFAIRS PROGRAMS AND EVENTS, PUBLIC INFORMATION PROJECTS, PUBLIC INFORMATION CONSULTANTS, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

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

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to

Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



ACTION ITEM
November 17, 2021

TO: **Planning and Operations Committee**
(Directors Yoo Schneider, Nederhood, Seckel)

FROM: **Robert Hunter, General Manager**

Staff Contact: Heather Baez

SUBJECT: MWDOC LEGISLATIVE POLICY PRINCIPLES ANNUAL UPDATE

STAFF RECOMMENDATION

Staff recommends the Board of Directors review and adopt the updated Legislative and Regulatory Policy Principles for 2022.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

MWDOC maintains a set of legislative policy principles that serve as guidelines for staff and our legislative advocates on issues that are of importance to the District. The policy principles here are a culmination of current policies and initial changes recommended by staff from all departments within the agency.

Staff solicited feedback from the Board, member agencies, as well as any additional input from MWDOC Department Managers, and updated the document accordingly.

At the September P&O Committee, it was recommended that staff further streamline the full document as it has become overly long and redundant in many sections over the years. The focus of this month's discussion is for staff to receive input from the committee on the updated, draft policy principles to advance the Board's objective of establishing legislative

Budgeted (Y/N): n/a	Budgeted amount: n/a	Core X	Choice __
Action item amount: None	Line item:		
Fiscal Impact (explain if unbudgeted):			

and regulatory policy principles to help guide for both our federal and state legislative programs.

At the October P&O Committee, further direction was provided to staff to streamline the policies further, and add in a section under Imported Water, specific to the Colorado River.

All updates and feedback received have been incorporated to the attached document.

BOARD OPTIONS

Option #1

- Adopt the Legislative and Regulatory Policy Principles as updated for 2022

Fiscal Impact: None

Business Analysis: The updated Legislative and Regulatory Policy Principles enable the Board, staff, and MWDOC's legislative advocates to work in Washington D.C. and Sacramento to further the District's goals and interests that benefit Orange County. Updating them yearly allows for the inclusion of new and/or additional issues that arise throughout the previous year.

Option #2

- Do not approve the Legislative and Regulatory Policy Principles as updated for 2022

Fiscal Impact: None

Business Analysis: MWDOC's Board, staff, and legislative advocates would continue to operate under the approved Legislative and Regulatory Policy Principles adopted in 2020, potentially hampering their ability to advocate on certain issues.

STAFF RECOMMENDATION

Option #1

Attached: **Draft Legislative Policy Principles for 2022**

Municipal Water District of Orange County **Legislative and Regulatory Policy Principles**

OVERALL POLICY

Legislation and regulations addressing water resource management issues should be guided by local and regional water resource officials with knowledge and experience in addressing opportunities, threats and needs for success within the water industry.

IMPORTED WATER SUPPLY

It is MWDOC's policy to support legislation, regulations and administrative actions that:

1) Facilitates the implementation of a Sacramento-San Joaquin Delta Improvement program, such as similar to the Delta Conveyance Project that addresses the co-equal goals of reliable water supply and ecosystem restoration, and related policies that provide long term, comprehensive solutions for the San Francisco Bay/Sacramento-San Joaquin River Delta that:

- a) ~~Provide reliable water supplies to meet California's short- and long- term needs;~~ (See "c" below)
- b) ~~Improve the ability to transport water through the Delta either for, or supplemental to, State Water Project deliveries;~~ (see "c" below)
- c) Improve the reliability and quality of water delivered through the Delta;
- d) ~~Enhance the Bay-Delta's ecological health in a balanced manner;~~ (See "e" below)
- e) Employ validated sound scientific research and evaluation to advance the co-equal goals of improved water supply and ecosystem health and sustainability.
- f) Expedite the completion of the State Water Project and EcoRestore initiative;
- g) Encourages regular infrastructure maintenance and upkeep of the levees to ~~counter the effects of subsidence and seismic risk.~~ (Unnecessary to list some reasons and not others.)

2) Facilitates the resolution of supply conflicts on the Colorado River and protects California's rights to supply and storage in the negotiations of the 2026 management guidelines including actions that:

- a. Promote continued federal funding and coordination between states for the Colorado River Basin Salinity Control Program under the Federal Departments of Agriculture and Interior.
- b. Protect and preserve Metropolitan Water District of Southern California's interest in binational water conservation programs.
- c. Promote continued coordination between states for the Colorado River Basin Salinity Control Program, including work to secure funding for the continued operation of USBR's Paradox Valley salinity control project to reduce salt loads to the Colorado River
- d. Resolve issues with the Salton Sea with key funding to be provided by the State and Federal sources.

3) Authorizes, appropriates, and expeditiously distributes the state and federal share of funding to improve the State Water Project and EcoRestore initiative.

~~3) Promotes continued federal funding and coordination between states for the Colorado River Basin Salinity Control Program under the Federal Department of Agriculture and Interior.~~ *Staff Note: Incorporated into #2 above*

~~4) Protects and preserves Metropolitan's interest in binational water conservation programs.~~ *Staff Note: Incorporated into #2 above*

5) Supports the completion of the Central Valley Project (CVP) which may include the construction of conveyance facilities in the Sacramento-San Joaquin Bay Delta and the raising of Shasta Dam.

It is MWDOC's policy to oppose legislation or regulation that:

~~1) Would make urban water supplies less reliable, or would substantially increase the cost of imported water without also improving the reliability and/or quality of such water.~~

~~2) Imposes water user fees to fund non-water supply improvements in the Delta region or user fees that are not proportional to the benefits received from a Delta region water supply improvement.~~

Staff Note: Having stated what MWDOC will affirmatively support, it is not necessary to state that it will also oppose the opposite. Water user fees are covered under Fiscal Policy.

LOCAL WATER RESOURCES

It is MWDOC's policy to support legislation and regulation that:

1) Supports the development of, provides funding for, and authorizes and/or facilitates the expanded use of, cost-effective, water recycling, potable reuse, conservation, water use efficiency, groundwater recovery and recharge, storage, brackish and ocean water desalination and surface water development projects where water supply quality and/or reliability is improved and the beneficiaries of the project pay for the portions of the project not funded by state or federal funds.

2) Reduces and/or streamlines regulatory burdens on augmented or alternative water supply projects, and provides protections for the use of these supplies during water supply shortages, through incentives, exemptions or provisions of credit during state mandated reductions.

3) Supports ecosystem restoration, increased stormwater capture where the capture avoids impact to others, and sediment management activities that are cost-effective and enhance the quality and/or reliability of water supplies.

~~4) Recognizes that the reliability and high quality of supplies to the end user is the primary goal of water suppliers.~~ *Staff Note: Unnecessary statement of the obvious and too general.*

~~5) Provides incentives for local or regional use of augmented or alternative water supplies.~~ *Staff Note: Added incentives to #2 above.*

6) Support the inclusion of environmental infrastructure projects the Army Corps of Engineers must consider in its Report to Congress.

7) Allows Investor Owned Utilities to invest in redundancy and reliability projects.

8) Encourages the State and Federal government to foster investments in water quality, storage, and/or reliability projects.

9) Recognizes that desalinated water, recycled water, and potable reuse are important components of water use efficiency and drought resiliency.

10) ~~Standards should be~~ Promote science-based and peer-reviewed standards; take economic feasibility and impact into consideration, respect existing water rights, include reasonable time for implementation and compliance, and, be subject to Legislative oversight and review biennially.

19) Authorizes, promotes, and/or provides incentives for the development of extraordinary emergency water supplies for voluntary use by local water agencies during times of drought or water shortages.

20) Is inclusive of transparent collaboration techniques for legislation and regulation regarding water use efficiency.

It is MWDOC's policy to oppose legislation or regulation that:

~~1) Restricts a local governmental agency's ability to develop or use their local water resources in a manner that is cost-effective, environmentally sensitive, and protective of public health.~~

~~2) Imposes barriers or increases costs to the safe application of recycled water and continues to define recycled water as a waste or resource of lesser value than traditionally defined potable water.~~

~~3) Would make urban water supplies less reliable, or would substantially increase the cost of local water supplies without also improving the quality and/or reliability of such water.~~

Staff Note: Unnecessary because stated in the affirmative above.

~~4) Restricts or limits a local governmental agency's ability to establish local priorities for water resources planning decisions.~~ *Staff Note: Redundant to overall policies above*

~~5) Reduces a local agency's ability to benefit from local investments in drought-proof or emergency water supplies during water shortages.~~ *Staff Note: Unnecessary because stated in the affirmative above.*

~~6) Would prohibit ocean discharges and mandates that defined a percentage(s) of recycled water required to be used or served by water suppliers.~~ *Staff Note: Unnecessary because stated in the affirmative above.*

WATER STORAGE

It is MWDOC's policy to support legislation and regulation that:

~~1) Provides conveyance and storage facilities that are cost effective for MWDOC, its member agencies and their customers, while improving the quality and/or reliability of the water supply.~~ *Staff Note: Redundant to overall policies*

2) Supports "beneficiaries pay" for water storage that ensure full cost recovery.

3) Supports the siting and construction of surface storage in Southern California, which is sited to receive either State Water Project (SWP) or Colorado River Aqueduct (CRA) supplies.

4) Supports funding at the state and federal level for surface and groundwater storage, including reauthorization and expansion of the WIIN Water Storage Program and bifurcation of Surface and Groundwater Storage Funding at the state and federal levels.

5) Supports the development of both a state and federal funding program to provide funding for local and regional dam safety/improvement projects and programs to repair conveyance facilities that have been damaged due to subsidence.

It is MWDOC's policy to oppose legislation or regulations that:

~~1) Results in reducing the quantity, quality and/or reliability of water in either surface or groundwater storage or substantially increases the cost of operating and maintaining surface and groundwater storage facilities without an adequate increase in public safety, water quantity, quality and/or reliability.~~ *Staff Note: Redundant to overall policies*

WATER USE EFFICIENCY AND DISTRIBUTION SYSTEM WATER LOSS

It is MWDOC's policy to support legislation and regulation that:

- 1) Furthers the statewide goal of appropriately increasing reasonable water use efficiency, throughout the state, and water conservation for local, regional, or statewide emergencies.
- 2) Would allow flexibility and fosters local and regional collaboration to develop and implement options for compliance in achieving statewide water reduction goals.
- 3) Seeks to cost-effectively improve water efficiency standards and policies for water-using devices such as, but not limited to, the EPA Water Sense Program and Cal Green Building Standards.
- 4) Reasonably improves Commercial, Institutional and Industrial (CII) water use efficiency programs while preserving community choice and the local economy.
- 5) Provides financially appropriate incentives, funding, and other assistance to facilitate market transformation and gain wider implementation of water-efficient indoor and outdoor technologies and practices.
- 6) Recognizes and protects past investments of agencies and customers in water use efficiency measures, especially from the demand hardening perspective.
- 7) Provides federal and state tax exemptions for water conservation or efficiency incentives for measures including, but not limited to, turf removal, devices, and other measures to reduce consumption of water or enhance the absorption and infiltration capacity of the landscape.

It is MWDOC's policy to oppose legislation or regulations that:

~~1) Would repeal cost effective efficiency standards for water using devices.~~ *Staff Note: Redundant to overall policies*

2) Places unreasonable conservation measures on residential, commercial, industrial and institutional customers that would negatively impact or limit the potential for economic growth.

~~3) Fails to recognize the importance of both water use efficiency and water supply development.~~ *Staff Note: Redundant to overall policies*

~~4) Fails to recognize augmented or alternative water supplies as an efficient use of water, or that fails to provide an adequate incentive for investments in such water, for potable or non-potable reuse.~~ *Staff Note: Stated in the affirmative in #1 and #2 above*

5) Requires water efficiency standards or performance measures that are infeasible, not practical or fail to have a positive cost-benefit ratio when comparing the cost of meeting the standard or implementing the performance measure with the value of the volume of water saved.

WATER QUALITY AND ENVIRONMENTAL IMPACTS

It is MWDOC's policy to support:

- 1) Legislation that protects the quality of surface water and groundwater including salinity management and the reduction of salt loading to groundwater basins.
- 2) The establishment and/or implementation of standards for water-borne contaminants based on sound science and with consideration for cost-effectiveness.
- 3) A science-based regulatory process that has been established under the Safe Drinking Water Act and that considers feasibility, benefits and cost, is the best approach for any consideration and development of drinking water regulations to address any contaminant or family of contaminants, including per- and polyfluoroalkyl (PFAS).
- 4) The investment in the development of analytical methods to more reliably and accurately measure various contaminants, including PFAS, in drinking water.
- 5) Administrative/legislative actions to improve clarity and workability of CEQA, and eliminate other duplicative state processes.
- 6) Streamlining ~~or exempting~~ water, recycled and desalinated water, wastewater projects, and/or environmental restoration projects, from the California Environmental Quality Act (CEQA).
- 7) Provides liability protections to public water districts, and related wholesale water providers, seeking to consolidate with or serve as the administrator for troubled water systems that cannot consistently demonstrate that they are able to provide safe, clean and reliable water supplies to their customers.
- 8) State-funded groundwater basin contamination studies and associated economic or environmental impacts.
- 9) Supports the efforts of water industry to promote policies that enhance the pace and scale of headwaters and forest management, including improved planning, coordination, and implementation; increase financing, research, and resources to protect water supply and quality; bring management practices in line with modern challenges; and provide multiple benefits to the State's water users.
- 10) Support the eradication and prevention of invasive species from becoming established in or around water supplies.

11) Legislation and/or regulations that enforce against cannabis growers' water theft and/or negative impacts to water quality. (Staff Note: Recommendation from Mesa Water District)

It is MWDOC's policy to oppose:

- ~~1) Legislation that could compromise the quality of surface water and groundwater supplies.~~
Staff Note: Redundant to overall policies

~~2) Legislation that establishes and/ or implements standards for water-borne contaminants without regard for sound science or consideration of cost-effectiveness and/or reasonable compliance timelines.~~ *Staff Note: Redundant to overall policies*

~~3) Projects that negatively impact the water quality of existing local supplies.~~ *Staff Note: Redundant to overall policies*

4) Legislation or regulation that would mandate an unscientifically supported federal or state maximum contaminant level, or mandating an artificial deadline for promulgating a maximum contaminant level for drinking water.

5) Legislation, regulation or other policy that would hold drinking water and wastewater facilities liable for PFAS contamination caused by third parties; or that does not clearly state that the party directly responsible for the PFAS pollution is solely liable for the costs associated with the contamination cleanup.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

It is MWDOC's policy to oppose legislation or regulation that:

1) Compromises the existing governance structure and the representation of member agencies on the Metropolitan Water District Board of Directors.

2) Would restrict MET's rate-making ability.

WATER TRANSFERS

It is MWDOC's policy to support legislation and regulation that:

1) Encourages and facilitates voluntary water transfers, or streamlines the transfer approval process.

2) Provides appropriate protection or mitigation for impacts on the environment, aquifers, water-rights holders and third-parties to the transfer including those with interests in the facilities being used.

It is MWDOC's policy to oppose legislation or regulation that:

1) Undermines the operations and maintenance of the conveyance system conveying the water.

2) Interferes with the financial integrity of a water utility or compromises water quality and/or reliability.

~~3) Increases regulatory or procedural barriers to water transfers at the local or state level.~~
Staff Note: Stated in the affirmative in #1 and #2 above.

WATER INFRASTRUCTURE FINANCING AND PROJECT FUNDING

It is MWDOC's policy to support legislation and regulation that:

- 1) Employs a "beneficiary pays" principle that establishes a clear nexus between the costs paid to the direct benefit received.
- 2) Reduces the cost of financing water infrastructure planning and construction, establishes grants or other funding and finance opportunities.
- 3) Considers local investments made in infrastructure, programs, mitigation and restoration in determining appropriate cost shares for water infrastructure, and project investments.

It is MWDOC's policy to oppose legislation or regulation that:

- 1) Establishes a fee or tax that does not result in a clear and proportional benefit to the District, its member agencies, and their customers.
- 2) Would reduce the total available water infrastructure financing measures such as WIFIA, state-revolving funds, and others.

ENERGY

It is MWDOC's policy to support legislation or regulation that:

- 1) Facilitates the development and expansion of clean, and cost-effective renewable energy in California, and recognizes hydroelectric power as a clean, renewable energy source and that its generation and use meets the greenhouse gas emission reduction compliance requirements called for in the Global Warming Solutions Act of 2006 (AB 32 and SB 100).
- 2) Facilitates voluntary and cost-effective local investments in renewable energy, energy management and storage, and energy efficiency which improve the water-energy nexus and reduce local agency costs.
- 3) Provides water agencies greater flexibility to run backup generators to support critical facilities during de-energization and PSPS events.

FISCAL POLICY

It is MWDOC's policy to support legislation or regulation that:

- ~~1) Requires the federal and state governments to provide a subvention to reimburse local governments for all mandated costs of regulatory actions.~~ *Staff Note: Redundant to overall policies*

- 2) Allows retail water providers to voluntarily offer localized Water Rate Assistance Programs that comply with Proposition 218 of California's Constitution and/or are funded either voluntarily or via non-restricted/non-water-rates revenues.
- 3) Support Proposition 13 as embodied in Article XIII A of the California Constitution, and oppose the "split roll" efforts that would increase property taxes on businesses.
- 4) Changes how inverse condemnation liability is determined for water service providers in order to limit water agency liability for impacts of wildfire.

It is MWDOC's policy to oppose legislation or regulation that:

- 1) Is inconsistent with the District's current investment policies and practices.
- 2) Pre-empts the District's or its member agencies' ability to impose or change cost-of-service-based water rates, fees, or assessments, or requires them to submit their rates or charges to any state agency for approval.
- 3) Impairs the District's ability to maintain levels of reserve funds that it deems necessary and appropriate.
- 4) Makes any unilateral reallocation of District revenues, or those of its member agencies, by the state unless the state takes compensatory measures to restore those funds.
- 5) Mandates a specific rate structure for water agencies.
- 6) Imposes a "public goods charge" "water user fee", or "water tax" on public water agencies or their ratepayers.

GOVERNANCE

It is MWDOC's policy to support legislation or regulation that:

- 1) Advances good government practices and public transparency measures in a manner that does not take a "one-size-fits-all" approach, respects local government control, and facilitates technological efficiencies to meet state reporting and disclosure requirements.

~~2) Are consistent with the current LAFCO processes defined in the Cortese-Knox-Hertzberg Act.~~ *Staff Note: Redundant to overall policies*

- 3) Supports or facilitates responsible programs, procedures, and methods that promote collaboration, transparency and open government.

It is MWDOC's policy to oppose legislation or regulation that:

- 1) Imposes unnecessarily broad burdens or new costs upon all local governments absent a clear and necessary benefit.

- 2) Reduces or diminishes the authority of the District to govern its affairs.
- 3) Resolves state budget shortfalls through shifts in the allocation of property tax revenue or through fees for which there is no direct nexus to benefits received.

PUBLIC EMPLOYEE PENSION REFORM

It is MWDOC's policy to support legislation that:

- 1) Seeks to contain or reform public employee pension and other post-employment benefit (OPEB) cost obligations that are borne by public agencies via taxpayers and ratepayers.

EMERGENCY RESPONSE

It is MWDOC's policy to support legislation that:

- 1) Increases coordination on Homeland Security and emergency response efforts among the federal, state, and local governments with clearly defined roles and responsibilities for each.
- 2) Provides continued funding to enhance and maintain local Homeland Security infrastructure, including physical and cyber protection of critical infrastructure.
- 3) Ensures adequate funding for expenditures related to disaster response and all phases of emergency management; including the earthquake early notification system and efforts to enhance water infrastructure resiliency.
- 4) Strengthens intergovernmental planning and preparation coordination for emergency response and drills.
- 5) Enhances protection of information and cyber security for critical infrastructure through policy and funding for local efforts.
- 6) Supports water utility capability to notify customers of emergency protective measures through mass notification systems.
- 7) Properly recognizes water agencies' role in emergency response to wildfires and other natural disasters, where water service is needed or may be impacted, because water and wastewater services are essential public utilities that ensure public health and safety.

It is MWDOC's policy to oppose legislation or regulation that:

- ~~1) Reduces a water utility's ability to represent itself or implement activities of any component of the disaster preparedness cycle, especially within response and recovery section. Staff Note: Redundant to overall policies~~
- ~~2) Negatively impacts water and wastewater utility's ability to prepare, mitigate or respond to, or recover from disaster and emergencies in order to provide fire suppression, drinking water and wastewater services. Staff Note: Redundant to overall policies~~



ACTION ITEM
November 17, 2021

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors Yoo Schneider, Nederhood, Seckel)

Robert Hunter, General Manager

Staff Contact: Janine Schunk
Vicki Osborn

SUBJECT: Authorization for Staff to enter into Agreement with the County of Orange for the Utilization of AlertOC, Everbridge Mass Notification System

STAFF RECOMMENDATION

It is recommended that the Board of Directors authorize the MWD OC General Manager and/or the WEROC Director of Emergency Management to execute the Memorandum of Understanding (MOU) between Municipal Water District of Orange County and the County of Orange for the continued use of the County's Countywide Mass Notification System, AlertOC.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Approval of the Memorandum of Understanding with County of Orange will allow the Municipal Water District of Orange County to continue using the County's Countywide Mass Notification System, AlertOC.

BACKGROUND INFORMATION

AlertOC since its inception in 2008, has been used to contact hundreds of thousands of Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications, including missing children, tornado warnings, severe weather warnings, COVID-19, and many evacuations.

Budgeted (Y/N): N	Budgeted amount:	Core __	Choice __
Action item amount: \$0	Line item:		
Fiscal Impact (explain if unbudgeted):			

On July 22, 2008, the County Board of Supervisors extended use of the AlertOC system regionally by approving a Memorandum of Understanding (MOU) with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintaining a dedicated public safety answering point. The MOUs allow these entities to use the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor provider agreements.

Initially AlertOC was only available as a tool to the County and the Cities within Orange County. This meant that only the cities and the County were able to send emergency messages to the public. Additionally the system provides a component for internal employee notifications. If the water utilities needed to send a message to the public, they would have had to either contract for this service separately or to request this to be done by the County Emergency Management Division or by one of the cities that the district served. WEROC on behalf of the water and wastewater special districts began working with the County to include the ability for water and wastewater agencies to have access and use the system.

On June 18, 2013, the County Board of Supervisors approved a Memorandum of Understanding with Orange County incorporated cities, public universities and water/wastewater special districts allowing their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements for the period of July 1, 2013 through June 30, 2016. On May 5, 2016, the County Board of Supervisors renewed the MOU with Orange County cities, universities and water agencies for a five-year term from July 1, 2016, through June 30, 2021. On June 22, 2021, the County Board of Supervisors approved an updated version of the MOU with the Orange County cities, universities and water agencies for a 4-year term from July 1, 2021.

To participate, a water/wastewater special district needs sign a Memorandum of Understanding with the County and attend training on the use of the system. There is no cost to use the system at this time as the County is sponsoring this program.

In partnership with the County of Orange, WEROC as the Operational Area Water and Wastewater Mutual Aid Coordinator will be the facilitator of the execution on this agreement with all water and wastewater special districts choosing to use the system for the following reasons:

- Oversight of MOU and tracking of agencies using the system
- Execution tracking of the MOU
- Execution of the User Agreement (end user)
- Ensure training is provided on the system to the identified users
- Ensure training is provided on the coordination process contained in the AlertOC Policy/Standard Operating Procedure (SOP)
- Maintenance of universal templates for water and wastewater agencies in compliance with state and federal requirement on regulatory language (ex: Do Not Use)

The agencies participating in the AlertOC System are as listed:

- Costa Mesa Sanitary District
- East Orange County Water District
- El Toro Water District
- Mesa Water District
- Midway City Sanitary District
- Moulton Niguel Water District
- Municipal Water District of Orange County
- Orange County Water District
- Santa Margarita Water District
- Serrano Water District
- South Coast Water District
- South Orange County Wastewater Authority
- Trabuco Canyon Water District
- Yorba Linda Water District

Participation in the System requires a signed non- financial Memorandum of Understanding with the County of Orange, as well as the above stated items. . The current MOU agreement term is effective through December 30, 2024.

FINANCIAL CONSIDERATIONS

There is no cost for use of the AlertOC System as the County sponsors this program. Financial impact to MWDOC will be for staff time for system use training and data management.

Attachment 1: County of Orange MOU Alert OC Mass Notification - signed
Attachment 2: County of Orange Subordinate Agreement MA-060-20010263 with Everbridge
Attachment 3: Individual User Agreement
Attachment 4: AlertOC Policy

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated June 30, 2021, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-20010263 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 31, 2019 attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY’s citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-20010263, Exhibit B (Countywide Public Mass Notification System Policy and Guideline), and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-20010263 between COUNTY and Everbridge, Inc. .

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

Hold Harmless: PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.

- III. **Term:** This MOU shall be in effect from July 1, 2021 and shall expire on December 30, 2024 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.
- IV. **Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. **Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B, C, and D. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, C, and D. COUNTY retains the right to update Exhibits A, B, C, and D as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with

Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Director of Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.

- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and

to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

- IX. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____	Date: _____
Don Barnes, Sheriff-Coroner County of Orange	
By: <u>Wendy Phillips</u> Wendy Phillips (May 21, 2021 08:43 PDT)	Date: <u>May 21, 2021</u>
Wendy Phillips, County Council County of Orange	

PARTICIPANT: _____

By: _____	Date: _____
Authorized Signature	

Print Name and Title	




1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Janell Harriman (jharriman@ocsd.org)
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"1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)" History

-  Document created by Janell Harriman (jharriman@ocsd.org)
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-  Agreement completed.
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County of Orange Subordinate Contract # MA-060-20010263

with Everbridge, Inc.,

for a Public Mass Notification System (PMNS)

This Subordinate Contract MA-060-20010263 for a Public Mass Notification System (PMNS) (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures between Everbridge, Inc., having its principal place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101 (referred to as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower St., Suite 108, Santa Ana, CA 92703 (hereinafter referred to as “County”), which are sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein as though set forth in full:

- Attachment A – California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A, Supplemental No. 1 and Amendment No. 2
- Attachment B – Scope of Services
- Attachment C – Compensation and Pricing Provisions
- Attachment D – Everbridge Technical Support Services Guide (November 14, 2018 Update)
- Attachment E – Functional Requirements

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No. 3-12-70-2909A (“CMAS Contract”) for provision of a Public Mass Notification System (PMNS) by Contractor, which per its most recent renewal is set to expire on July 18, 2024; and

WHEREAS, the County requires a PMNS, and the Contractor has represented that its proposed PMNS shall meet or exceed the County’s requirements; and

WHEREAS, County and Contractor desire to enter into a Contract for Contractor to provide a PMNS under the CMAS Contract, attached hereto as Attachment A, and as further set forth in the Scope of Work, attached hereto as Attachment B; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a PMNS with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Critical Infrastructure Information (CII):** Those systems that are so vital to a nation that their incapacity or destruction would have a debilitating effect on national security, the economy, or public health and safety.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- **Deliverable:** Tangible and intangible information, material, services, or goods that must be provided to the County under the terms of the Contract.
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Failure modes:** A failure mode is a cause of failure or one possible way a system can fail. When a system has many potential ways of failing, it has multiple failure modes or competing risks.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential

emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.

- **Registrant:** Member of the public who is enrolled or enrolling in the system.
- **Security incidents:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **State of California and/or State:** As used in Attachment A (CMAS Contract), "State of California" and "State" shall mean the County, its employees and authorized agents and representatives.
- **System:** Automated computerized mass notification system for emergency public and internal responder/relevant personnel notifications, including via cell phone, email, and text.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specify the terms and conditions by which the County will procure services in connection with the CMAS Contract from the Contractor, hereinafter referred to as "PMNS" or "Services," as more fully detailed in Attachment B, Scope of Work.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments. In the event of a conflict between the language of any Attachments, precedence shall be given in the following order:
 - a. This Contract
 - b. Attachment B (Scope of Work)
 - c. Attachment E (Functional Requirements)
 - d. Attachment C (Compensation and Pricing Provisions)
 - e. Attachment A (CMAS Contract)
 - f. Attachment D (Everbridge Technical Support Services Guide).
3. **Term of Contract:** This Contract shall commence December 31, 2019, and shall be effective through and including December 30, 2020, unless otherwise terminated by County. Contract may be renewed for up to **four (4)** additional one-year terms, upon mutual agreement of both Parties and upon successful renewal of the CMAS Contract No. 3-12-70-2909A. Each renewal of this Contract

may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

4. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Attn: Joanna Burlison
Ph: 888-366-4911
Joanna.burlison@everbridge.com

County: Sheriff-Coroner Department/Emergency Management Division
2644 Santiago Canyon Rd.

Silverado, CA 92676
Attn: Michelle Anderson
Ph: 714-628-7158
MAnderson@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
Ph: 714-834-6360
Mayala@ocsd.org

9. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and*

employees as Additional Insured's, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

10. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, costs (including without limitation reasonable attorneys' fees, court costs, alternative dispute resolution costs, associated investigation and administrative expenses), damages, fines, judgments, losses, or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, products or other performance provided by Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
11. **Security Requirements:**
 - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
 - B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
 1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
12. **Clear Water Act Provision:** Contractor shall be in compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.
13. **Energy Policy and Conservation Act Provision:** Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
14. **Certifications:** Homeland Security Grant: Contractor is informed and understands that this Contract may be funded by federal Department of Homeland Security grant funds, including Homeland Security Grant funds through the California Governor's Office of Emergency Services (Cal OES). Contractor agrees to the following in relation to executing this Contract.
- a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the California Office of Emergency Services and/or Department of Homeland Security, the grant agency, and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - b. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- c. Contractor will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
 - d. Contractor will comply, with all requirements of the Contract Work and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
15. **Liquidated Damages:** It is agreed by and between Contractor and the County that if the services are not fully and completely performed within the terms of the Contract, including the failure to provide a fully functional PMNS, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage that the County will sustain by reason of such delay and/or failure to completely perform, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of \$1,700.00 for each and every day of delay and/or failure to provide a fully functional PMNS.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If provision of services under the Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays caused by the County, the time of performance of this contract will be extended commensurate with the time required for the extra services and/or delays directly attributable to the County's failure to perform, and no liquidated damages will accrue during the period of such extension.

If this contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-20010263 for a Public Mass Notification System on the dates shown opposite their respective signatures below

Contractor*: Everbridge, Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

Contractor*: Everbridge, Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

**California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A,
Supplemental No. 1 and Amendment No. 2**

ATTACHMENT B

SCOPE OF WORK

I. INTRODUCTION

The Orange County Sheriff's Department (OCSd) is headquartered in Santa Ana, California. With about 3800 employees, OCSd serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSd's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

II. SCOPE OF WORK

Contractor shall provide a PMNS that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system. Additional functional requirements are listed in Attachment E, Functional Requirements, and are incorporated into this Scope of Work. Contractor's PMNS shall meet or exceed these requirements, except as otherwise indicated therein.

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, is contained in Attachment A, the CMAS Contract.

In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein, including Attachment D, Everbridge Technical Support Services Guide, and Attachment E, Functional Requirements.

III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment E (Functional Requirements) to the County's satisfaction.
3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of

similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Responding to Legal Requests

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

Legal Proceedings

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT C

COMPENSATION AND PRICING PROVISIONS

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for PMNS services as set forth in Attachment B, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraph 33, Contract Modifications, of the CMAS General Provisions – Information Technology.**

2. **Fees and Charges:** County will pay fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	<u>\$ 458,050</u>

Household Count:	1,250,000
Employee Count:	50,000

QTY	Product Code	Description	GSA Classification	Price
2	101-11-11-0254-000	Mass Notification Base - Tier 11	GSA Product	USD 356,299.56
1	101-11-11-0240-000	Mass Notification Base - Tier 12	GSA Product	USD 33,700.44
1	101-11-11-0258-000	Mass Notification Base for Transportation - Tier 3	GSA Product	USD 5,000.00
1	101-01-11-0206-000	Incident Management - Incident Communications - Tier 7	GSA Product	USD 100.00
63	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 100.00
1	101-01-11-1027-000	Everbridge Community Engagement - Tier 7	GSA Product	USD 49,700.00
10	100-09-11-1038-000	Additional CE/VE Keywords – 1	Open Market	USD 100.00
50	101-00-22-8301-000	Consulting Services - Per Hour	GSA Product	USD 13,000.00

Pricing Summary:

Year One Fees:	USD 445,000.00
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One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 13,000.00
Total Year One Fees Due:	USD 458,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Advance:** Invoices are to be submitted at least sixty (60) days in advance of each annual contract renewal to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division
2644 Santiago Canyon Road
Silverado, California 92676
Attn: Michelle Anderson

9. **Payment (Electronic Funds Transfer (EFT))**

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT D

Everbridge Technical Support Services Guide (November 14, 2018 Update)

ATTACHMENT E

FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, digital signage, PC alert systems, and sirens

The following are the functions of the PMNS that the Contractor shall provide, as indicated by an “X” in the “Yes” column. Where a function is not currently available, as indicated by an “X” in the “No” column, Contractor shall consider and be responsive to County’s technical tickets. All available functions are included in the Scope of Work (Attachment B) at no additional cost to the County except where noted below.

#	Function	Yes	No	Additional Comments/Specifications
1.	The system will not require the County to purchase or	X		As a SaaS solution, no County hardware is required for installation of the system. Contractor will maintain all communication over HTTPS (Port 443) using its valid 2048-Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Contractor infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256-Bit encryption will be able to access and leverage the notification platform without issue. County shall be able to access the system from popular computer operating systems, such as Microsoft Windows, Linux, and Mac OS, as well as from popular smart phones and tablets.
2.	The system will not require the County to purchase or lease dedicated phone lines.	X		
3.	The system will not require the County to purchase or incur ongoing maintenance costs.	X		Contractor will provide routine upgrades, updates, and enhancements free of charge for the life of the contract with no interruption in service.

4.	The system will be redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X		Contractor will provides service at 99.99% or greater uptime.
5.	The system will include cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X		Contractor will enable active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. Contractor's monitoring tools will consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool will generate an automated alert that will be immediately investigated by Contractor's on-call support team.
6.	The service will have an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X		Contractor will provide a fully functional Restful JSON based API. As part of the API, County will be able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There will be no additional cost to access the API for managing data. If County does not have the staffing resources to build the integration, professional services to build the integration can be purchased from Contractor at an additional cost.
7.	The system will have full and complete IPAWS integration and functionality including WEA/EAS.	X		Contractor will remain certified as a gateway for IPAWS/CMAS. County and other authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Contractor's system. Once this information has been provided, County will be able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system will be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X		

9.	The system will support geo-targeted notifications.	X		Contractor will support utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges.
10.	The system will have ESRI mapping interface to allow County to select multiple contiguous or non-contiguous areas for notification.	X		System will allow users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, ESRI will be offered as a standard base map layer option.
11.	The system will incorporate raster (e.g., satellite) imagery in its mapping function.	X		The system will provide base map layers using Google, Bing, and ESRI, and County may configure the solution to support a client map server as well. From a map layer perspective, the system will also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite.
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X		The system Universe Tab is contained within the product, but County may export shapes used for selecting the target audience for any deployment from the platform for use in other systems County may have.
13.	The system will support User-defined message templates, including pre-loaded text, audio, and video files.	X		System will allow County to create and save an unlimited number of message templates to expedite communication processes. Message templates will contain pre-recorded voice and text content that can be applied to new notifications. Broadcast templates are pre-defined notifications that contain message content, target recipients, and settings. Once saved, broadcast templates may be quickly deployed individually or as a group in under 15 seconds. Templates will be stored in a corresponding library for easy management.
14.	The system will support spontaneous uploading of audio files for notifications.	X		System will support the ability to create voice recordings in several ways.
15.	The system will support spontaneous uploading of video files for notifications.	X		System will support up to five separate attachments that may be sent to email notifications. Total attachment size cannot exceed 2 MB of data and no single attachment can exceed 2MB. Additionally, these attachments may be sent to Contractor's mobile application for smart phones and tablets.

16.	The system will be capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X		Because the system is a hosted SaaS solution, there will be no limit to the number of notifications Contractor is capable of sending and no limit to the number of contacts that can be stored with the solution. Contractor will conduct regular capacity planning (quarterly) to ensure ample capacity, performance, storage, and support to maintain guaranteed SLAs.
17.	The service will be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X		Contractor will provide a verifiable and configurable call throttling mechanism. The throttling settings will allow County to modify the overall speed for all calls going out or specify an area code and prefix to modify the speed for a specific area or building.
18.	The service will be configured with real-time automatic/ intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X		
19.	The service will use multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X		Regardless of the target telephone provider, Contractor will utilize established telecommunication industry standards for placing telephone calls among public networks.
20.	The system will be configured to make multiple attempts to reach Registrants.	X		By default, each contact targeted with a notification from the Contractor solution will be sent notifications based on a “rotational contact methodology” whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Contractor seeks confirmation/response. Should confirmation/response be received, it will be recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Contractor will “rotate” to the next available device and attempt to contact the recipient again (seeking response). This process will continue until all Contact Cycles are exhausted.

21.	The system will call out-of-state and international numbers.	X		All notifications deployed from the Contractor's solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system will differentiate between human voice and voicemail/answering machine recordings.	X		Contractor fully supports this requirement through automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, County will have the option to configure how Contractor interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time will Contractor assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until confirmation is received or until the Contact Cycles have been exhausted.
23.	The system will be configured with separate sub-administration accounts for each unique participating agency.	X		The platform will support an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Contractor's system.
24.	Each User within the sub-administration accounts will have their own password.	X		
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X		
26.	The system will have a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X		
27.	The system will integrate with Nixle lists, operated by individual jurisdictions.	X		

28.	The system will publish notifications automatically to social media and RSS feeds:	X		
29.	<input type="checkbox"/> Facebook	X		
30.	<input type="checkbox"/> Twitter	X		
31.	<input type="checkbox"/> Google Alerts	X		This functionality shall be provided via Community Engagement.
32.	<input type="checkbox"/> YouTube		X	
33.	<input type="checkbox"/> WhatsApp		X	
34.	<input type="checkbox"/> RSS	X		Contractor will provide a CAP RSS feed.
35.	<input type="checkbox"/> Other (specify)			

36.	Real-time results reporting and metrics will be available to Users, including, but not limited to:	X	<p>Contractor shall provide reports for use during emergency activations as well as afterwards. The system will provide the following five types of notification reports, giving the County needed information on demand. All reports shall be capable of export.</p> <p><u>Notification Dashboard Reporting (Real-time Reporting)</u> This dashboard is a reporting system that tracks notifications in real time, allowing the County to observe the results of the broadcast as they occur. The dashboard reporting screen will automatically refresh every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. The County will be able to easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p><u>Broadcast Reports</u> The Detailed Broadcast Report will provide detailed breakdowns of each notification sent. Detailed Broadcast Reports will be available online through the Web-based administration console or can also be automatically e-mailed or faxed at the conclusion of a broadcast at County's request.</p> <p><u>Ad Hoc Reports</u> The Ad Hoc Report will allow administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Users will be able to retrieve call records via a wide variety of record search and reporting options. Contractor's Ad Hoc Reporting functionality will allow County to pull reports that are important and meaningful for its specific needs, rather than merely provide static report features.</p> <p><u>Event Analysis Reports</u> The system will provide the ability for multiple messages to be viewed in a single report. Reports may be filtered to include a single notification, or spanning multiple notifications. Using Event Reporting, County will be able to look at all messages/response details related to the same Event in a graphical and "top down" style.</p> <p><u>Detailed Notification Analysis Reports</u> A detailed Notification Analysis report will allow County to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification will be included, such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>
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37.	<input type="checkbox"/> percentage of attempted and completed notifications	X		
38.	<input type="checkbox"/> failure rates	X		
39.	<input type="checkbox"/> failure modes (with standard response definitions across sub-contracted carriers)	X		
40.	<input type="checkbox"/> time of delivery	X		
41.	<input type="checkbox"/> length of delivery	X		
42.	<input type="checkbox"/> total number delivered	X		
43.	<input type="checkbox"/> Other			
44.	Customer support must be treated as a high priority with:			
45.	<input type="checkbox"/> one primary point of contact at the company			Contractor shall offer 24x7x365 Technical Support via https://www.everbridge.com/customers/support/ and at the email address and telephone numbers listed in Attachment D, Everbridge Technical Support Services Guide
46.	<input type="checkbox"/> 24/7/365 emergency support line (for both administrators and self-registration accounts)	X		<p>Contractor will provide ongoing support via the Internet, e- mail, and telephone. Contractor's Technical Support will be available to the County at any time of day or night, 24x7x365.</p> <p>Technical Support staff members will be full-time Contractor employees located on-site who are well-versed on Contractor's system. Technical Support shall not be outsourced to third parties that do not have Contractor's expertise. Additionally, Contractor shall have support personnel deployed at all of its offices around the world.</p>

47.	<input type="checkbox"/> live chat			
48.	<input type="checkbox"/> screen-sharing tools			Contractor support personnel will initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with County to provide support if necessary.
49.	<input type="checkbox"/> one business day deadline for non-emergency support			Contractor shall meet support timelines outlined in Attachment D, Everbridge Technical Support Services Guide.
50.	The Contractor will have a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.			<p>County may enter feature requests for the PMNS through Contractor's Client Services. All requests will be logged and tracked by Contractor's development team, and as more clients request similar features, Contractor may include these into the notification platform. In regard to "change management," Contractor will employ the following industry-standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Approved, detailed, written specifications from the business group Impact analysis <input type="checkbox"/> An approval hierarchy that includes at least one company executive <input type="checkbox"/> Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system <input type="checkbox"/> Documented approvals for applying any changes to the Development, Test, and Production environments <input type="checkbox"/> Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. <input type="checkbox"/> Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. <input type="checkbox"/> Back-out procedures <input type="checkbox"/> Specification of onboarding and maintenance windows
51.	All data entered into the system from any source will remain the property of the County; data cannot be provided or sold to other entities.	X		
52.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X		Contractor will support this function through its Engagement functionality, as well as through IPAWS.

53.	Contractor will obtain E911 from all carriers within the County of Orange, California.	X		County will obtain E911 from all carriers within the County and provide the data to Contractor; if, in the future, California law is updated to allow for the Contractor to receive this data directly, the County and Contractor will work together to transition this process. This will allow County to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy.
54.	Contractor will geo-code all E911 data following a mutually agreed upon systematic process.	X		Regardless of the method used to manage the data, if a physical address is supplied to the Contractor's platform, Contractor will geo-code the address and determine the Latitude/Longitude coordinates for the location. These coordinates will then be used to drop a pin on the map (color of the pin will be defined by County and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. System will allow County to also specify the precision level of the GIS information utilized in the Contractor's solution through the Precision GIS functions, which can enhance the level of accuracy and will allow the County to directly handle "centroid" geocoding challenges they may experience.
55.	The system will have more than one geo-coding system or process.	X		System will allow geocoding to be conducted using Contractor's inherent geo-coding or County may leverage Precision GIS capabilities and supply its own geo-coding.
56.	The Contractor will code residential and business lines.	X		
57.	The Contractor will upload E911 data that has been geo-coded and identified as business/residential.	X		
58.	The Contractor will upload E911 data that has been geo-coded and identified as listed and unlisted.	X		

59.	The Contractor will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X		
60.	The system will flag failed notifications for specific causes and allow the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X		
61.	The system will support contact lists of unlimited length.	X		
62.	The system will support nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B & C)	X		
63.	The Contractor will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X		County may contact Contractor's 24x7x365 tech support team with questions regarding, or for support on, data management and review of communication campaigns.
64.	The system must incorporate Coding Accuracy Support System (CASS) certified address entry in all entry portals.		X	
65.	The Contractor will host training as requested by County:			
66.	<input type="checkbox"/> in-person at system implementation		X	Not applicable (system already implemented)

67.	<input type="checkbox"/> in-person on an as-requested basis	X		Available at an additional cost
68.	<input type="checkbox"/> interactive webinar	X		Available at an additional cost
69.	<input type="checkbox"/> recorded computer based trainings	X		Contractor will provide (free) access to Everbridge University, an online learning environment that has tutorials with videos that show how the system works. Online help is built into the notification platform and will open in a new window and assist a user in the process of sending a notification.
70.	Contractor shall provide a comprehensive User guide detailing all system features and functions.	X		<p>Contractor will provides multiple levels of documentation to assist County in the process of managing the notification system, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Everbridge Mass Notification User's Guide–Full documentation of the features of the notification platform <input type="checkbox"/> Everbridge Mass Notification Quick Start Guide–Focused on the areas that will allow a user to use the notification functions of the system <input type="checkbox"/> Everbridge Mass Notification Application Programming Interface (API) Guide–Starting point for software engineers to write applications that harness the strength of the Contractor's platform allowing for full integration with County systems <input type="checkbox"/> Everbridge University Online (Video Tutorials) <input type="checkbox"/> Everbridge Online Help–See #69 above <p>Everbridge One Sheets–Isolate common tasks and help a user do everything, including send a notification, edit a contact, or make a selection from the map</p>
71.	The Contractor will provide free testing and training by the County and Sub-administrator accounts.	X		

72.	The system will have a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X		
73.	The system will have a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X		
74.	The system will provide the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X		
75.	The public web interface for Registrants will be of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		
76.	The system's Registrant interface will meet or exceed the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X		
77.	The system will allow Registrants to update their own contact data via an online portal or mobile application.	X		
78.	The registration portal will allow Registrants to create an account with either an email address or telephone number.	X		

79.	The registration portal will require the Registrant to validate their contact information.	X		
80.	The registration portal will incorporate CASS certified address entry and validation before allowing the Registrant to finalize.		X	
81.	The registration portal will incorporate an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X		
82.	The registration portal geo-coding software will update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.		X	
83.	The registration portal will be available in at least the following languages:	X		The registration portal can be configured by County to include any language desired. County may also enable the system's Google Translate functionality, which allows the user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation provided through Google Translate).
84.	<input type="checkbox"/> Arabic	X		
85.	<input type="checkbox"/> English	X		
86.	<input type="checkbox"/> Farsi	X		
87.	<input type="checkbox"/> Korean	X		

88.	<input type="checkbox"/> Spanish	X		
89.	<input type="checkbox"/> Vietnamese	X		
90.	Registrants will be able to choose what types of alerts to receive and what devices to receive them on, such as:	X		
91.	<input type="checkbox"/> Weather alerts	X		
92.	<input type="checkbox"/> Road closings	X		
93.	<input type="checkbox"/> School closings	X		
94.	<input type="checkbox"/> Special announcements	X		
95.	At registration, Registrants will be able to provide vulnerability data.	X		This would be configurable At Risk or Needs Identification (e.g., Bedridden, Oxygen)
96.	The system will be able to detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X	
97.	During an alert notification, the system will provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X	Although Contractor does not support this functionality, a similar result may be accomplished by using Contractor's automated language translation capabilities within the Scenarios.
98.	The service will support non-English character sets and right- to-left text for email and TTY messages.	X		

99.	The system will allow for configuration of automated forwarding from other systems (e.g., National Weather Service).	X		<p>Contractor's Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies' (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away.</p> <p>Available at an additional cost.</p>
100.	The system will be intuitive, easy to learn, and use best practices in User interface and User design.	X		<p>Contractor's system will provide ease of use for both message senders and recipients. The system will provide an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, the system will provide a single page workflow that will allow County to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). County will be able to launch notifications even more quickly using Contractor's Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.</p>
101.	The web interface for Users will provide responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		

102.	The system will include a mobile app for iOS and Android that allows Users to send public notifications to on-the-fly generated geo-located areas.	X		Contractor's system will support the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Mobile app support for iOS and Android devices will be provided to County. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Contractor will also provide a universal browser interface that functions among any smartphone or tablet devices, including BlackBerry and Windows Mobile.
103.	The service will integrate with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X		The system will integrate with incident management systems via Contractor's Incident Communication and Email Ingestion functionality or through custom development using JSON-based RESTful API. Email Ingestion is available at an additional cost (Incident Communication is included in County's Scope of Work).
104.	The system will have a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X		Contractor will provide the ability to create and send quota-based notifications by using Polling Notification with Quota enabled. County will have the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. County can use Contractor's follow-up capability to re-communicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
105.	The system will have the ability to directly link notification recipients to an internal conference call.	X		Contractor's system will provide Conference Notifications, whereby a notification is deployed to County recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Contractor will provide four (4) inherent conference bridge lines for County to use. County may customize Contractor's service to support its own conference systems for an additional cost.
106.	The system will provide the ability for two-way text and email communication.	X		
107.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X		Responses and confirmations from recipients will be reported back to the Contractor's platform whereby authorized client administrators (including those that initiated the communication) may review them through Contractor's reporting options.

108.	The system will be able to export the polygon created for the notification in shape file, KML, and CSV.	X		
109.	The system will automatically send all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X		Contractor will schedule notifications to accomplish this upon County request. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
110.	The system will be able to manually bulk upload data via CSV or Excel and automatically via SFTP.	X		
111.	The system will have an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X		

Public Mass Notification System
Individual User Agreement

1. _____ (hereinafter "USER") is an agent, officer, employee or representative of _____, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name

Email Address



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Effective: June 30, 2008

Revised: June 30, 2021

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.org with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation, impacted area, and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County Technology Subcommittee, and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in over 100 languages))
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2024.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating City shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division. Each participating County agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, re-entry to an area after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A



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Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. Message shall have a call back number specific to the agency issuing the notification.
5. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
6. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.1

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature



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2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions

C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; (iv) all communications by users using the service; and (v) Ensuring users have completed an appropriate background check and undergone annual security awareness training.

Protecting confidential information contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.

Immediately notifying the Orange County Sheriff's Department of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with



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suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.

Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those



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affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.

3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).
 - a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.



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B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.
3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as "emergency use". The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.



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8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, including an annual audit of accounts; attestation that all admins & end-users are authorized to continue accessing the system. Record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.
9. Training: ensuring end users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
10. Incident Response: Local Agency Administrator is responsible to immediately notify OCSD of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested monthly. Monthly testing will be geared towards insuring that use of the System in an emergency is optimized and users are familiar with operation.



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The Mass Notification System will have an annual regional test. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through the annual test exercise, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.
2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.
4. **Emergency** - “Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants’ respective jurisdictions.



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Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.



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Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No



DISCUSSION ITEM

November 1, 2021

TO: **Planning & Operations Committee**
(Directors Yoo Schneider, Nederhood, Seckel)

FROM: **Robert Hunter, General Manager**

Staff Contact: Harvey De La Torre, Assistant General Manager

**SUBJECT: Status of the Proposed Water Banking Pilot Program between MWDOC
& IRWD – Strand Ranch**

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee discuss the item and provide direction to staff.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

Summary

At our October 22, 2021 MWDOC Executive Committee meeting, an inquiry was raised as to the status of where discussions are with Irvine Ranch Water District (IRWD) and the member agencies on the proposed IRWD & MWDOC Water Banking Pilot Program – Strand Ranch, as well as a request made by IRWD Director Peer Swan for MWDOC to send a letter to IRWD as to our decision to proceed forward with the proposed pilot program.

The purpose of this board letter is to provide a brief background on the proposed Water Banking Pilot Program, status of current activities and potential next steps.

Report

On August 6, 2018, MWDOC staff presented a comprehensive report on the proposed MWDOC & IRWD Water Banking Pilot Program to the MWDOC Planning & Operations Committee (See Attachment). This report outlined the reasons why we may want to develop such a Pilot Program for MWDOC and its member agencies, the key terms,

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

conditions, roles, and payment structure between IRWD and MWDOC; the costs & benefits of participating in the program, and potential next steps. The intent of the program seeks to enhance retail agencies' water supplies in MWDOC's service area during a drought allocation or during an emergency shortage. The Pilot Program proposes to offer a total of 5,000 AF of extraordinary water supply to MWDOC's member agencies from its IRWD's Strand and Stockdale Integrated Water Banking Projects (Water Bank) over a seven (7) year time frame.

The P&O Committee directed staff to continue discussions with IRWD on the pricing terms and payment structure along with conducting further analysis. In addition, staff was directed to seek input from the MWDOC member agencies on the level of interest in participating in the pilot program.

Since the P&O Committee meeting, MWDOC staff has continued discussions and meetings with IRWD, and MWDOC staff has conducted analyses on the identifying the appropriate risk and rewards for this Pilot Program. Analyses included Drought cost-benefit assessments, Colorado River and Bay-Delta supply shortage scenario evaluations, and Delta seismic benefit analysis. There were also discussions with MET staff on the different ways to evaluate the cost-benefit of this pilot program. In conclusion, there was general agreement that this program provides supply benefits not only during MET's implementation its drought allocation plan but also during a major water supply interruption (i.e. collapse of the Delta due to a major seismic event). However, there were still questions raised on the proposed terms, conditions, and rates. Meaning how much should one pay for this type of benefit/insurance?

This led to this past summer, where MWDOC brought back the proposed Water Banking Pilot Program for the MWDOC member agencies review and feedback. At the July 22, 2021 MWDOC Managers meeting, IRWD and MWDOC staff presented on the Pilot Program to see if there was any interest from the member agencies to seek further information. From the July MWDOC Manager's meeting a separate member agency meeting was also held a month later on August 30, 2021, where 15 member agencies attended to learn more about the program, its terms and pricing structure. Based on this discussion, MWDOC followed up with an email poll asking whether any of these agencies would like to engage further in negotiations with IRWD and MWDOC. Out of the 15 attendees only one agency (Santa Margarita Water District) expressed a conditional level of interest¹ and one other agency (Mesa Water) wanted to participate in any further discussions about program but noted they were not seeking to purchase any banked water.

With only one agency seeking to participate in the pilot program, there does not appear general support among the member agency for the development of a regional MWDOC pilot program. Therefore, both IRWD and MWDOC General Managers were planning on meeting later this month to discuss potential next steps.

Attachment: August 6, 2018, MWDOC Planning & Operations Discussion Item - *Proposed Water Reliability Pilot Program between MWDOC & IRWD for Extraordinary Supply during MET Allocations*

¹ SMWD wanted to see a modified banking program where they would seek to utilize the Baker treatment plant for delivery of this water.



ATTACHMENT TO ITEM 4

DISCUSSION ITEM
August 6, 2018

TO: Planning & Operations Committee
(Directors Osborne, Tamaribuchi, Yoo Schneider)

FROM: Robert Hunter, General Manager

Staff Contacts: Karl Seckel, Assistant General Manager
Harvey De La Torre, Associate General Manager

SUBJECT: Proposed Water Reliability Pilot Program Between MWDOC & IRWD for Extraordinary Supply During MET Allocations

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee to discuss the item and provide direction to staff.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

INTRODUCTION

The frequency and severity of allocations from the Metropolitan Water District of Southern California (MET) is one measure of water supply reliability. During periods of extreme water supply shortage MET may enter into an allocation whereby MET Member Agencies (including MWDOC) are allocated a reduced amount of MET supply. If MET Member Agencies need and purchase water above the allocation amount, substantial surcharges are imposed (i.e., an additional charge of more than 100% the normal water price). MET water allocations have been imposed three times since 2000 with allocation reductions of 10% to 15% of the baseline imported sales. It is expected that the likelihood of MET allocations will decrease after the California WaterFix project is completed (estimated 2035).

One way to decrease the impact of these allocations is through the use of an extraordinary water supply. The value of the extraordinary supply is that it is directly added to the utility's baseline supply (1:1) and is not discounted or reduced in the supply allocation calculation.

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

There are several conditions that must be met for a water supply to qualify as MET extraordinary supply and the most germane conditions are that it cannot be derived from a MET water supply and it must be used only during allocations or certain emergencies. For example, storing MET water in a surface reservoir or groundwater basin would not qualify and nor would a baseload water supply that produced water that was used during non-allocation periods. While extraordinary supplies can provide significant relief from an allocation, they are typically expensive to acquire and maintain due to the required conditions. Essentially you are paying for a water supply and then putting it on the shelf for future use under very limited conditions.

There are currently few extraordinary water supplies and fewer that have been actually used during a MET allocation. For example, Western Municipal Water District has banked 6,000 Acre Feet (AF) of groundwater that qualifies as extraordinary supply. During the 2010 allocation the San Diego County Water Authority received approval from the MET Board of Directors for 15,200 AF of extraordinary supply for a water transfer from the Placer County Water Agency. MWDOC could independently develop an extraordinary supply through a commercial groundwater storage facility (e.g., Semi-Tropic), but again, at a very high cost to purchase, place, store, retrieve and deliver the water. Additional extraordinary supplies are likely to be developed in the future. For example, OCWD through the SARCCUP program is likely to develop an extraordinary supply in the future. However, the SARCCUP program requires MET Board approval, agency implementation and the availability and purchase of excess water from San Bernardino Valley Municipal Water District (a non-MET source) for storage in the OCWD groundwater basin. If the OCWD Board of Directors decided to make a program available to MWDOC, it may be five or more years before an adequate volume of water is accumulated by OCWD.

IRWD has already developed and is operating the Strand and Stockdale Integrated Water Banking Projects (Water Bank). Extraordinary supply is available and IRWD has proposed a plan whereby a specific amount of water can be reserved or optioned for use during an allocation. This provides the insurance of an extraordinary supply if and when needed at a significantly lower cost of the reserve or option payment. It is this water reliability pilot program that is the subject of this board letter.

SUMMARY

The Water Reliability Pilot Program under discussion is relatively simple in concept:

- MWDOC would contract with IRWD to reserve or option a specific amount of extraordinary supply water (5,000 AF) from the IRWD Water Bank at a specified annual rate (\$25/AF) for a specific period of time (7 years);
- If MWDOC determined that we need to call on that extraordinary supply to meet customer demands during an allocation then the water would be purchased and additional costs incurred;
- If MWDOC found that there was no need to call on the reserved extraordinary supply, then no additional charges are incurred and the annual payments could be viewed as an insurance premium (payments for coverage not exercised).

The primary benefits of the proposed pilot program are that MWDOC and our Member Agencies obtain an appropriately sized extraordinary supply at a price well below the cost of developing our own supply, if utilized this supply would be 28% less than paying the MET surcharge with a savings of \$3.85 million. The limited downside is that if the option is not

exercised then the annual cost of \$125,000 (\$880,000 over 7 years) can be viewed as being forgone.

The 5,000 AF represents approximately 2.5% of the MWDOC allocation in 2015-2016 MET 85% allocation. The significant per capita demand reduction from the last drought is likely to have two impacts. First, it is likely to be more difficult to conserve water because significant reduction has already taken place (i.e., demand hardening). Secondly, under similar hydrologic conditions the size of the allocation may be smaller because the baseline water use has decreased significantly. While MWDOC has never exceeded our pooled allocation and has never incurred a surcharge, it is more probable that we might in the future. Until such time as OCWD develops their own extraordinary supply, the benefits of this pilot program would apply to both MWDOC's retail basin and non-basin agencies. Benefits would likely closely approximate the volume of imported water purchased by the retail agencies. This pilot program is a method to mitigate this risk for the immediate future.

BACKGROUND

Since 2009, Irvine Ranch Water District (IRWD) has successfully developed and is now operating its Strand and Stockdale Integrated Water Banking Projects ("Water Bank"), which are located west of Bakersfield. Operations of this Water Bank is facilitated through a 30-year agreement that IRWD has with Rosedale-Rio Bravo Water Storage District.

IRWD has entered into agreements with several other water districts that allow exchanges of State Water Project (SWP) and non-SWP water on a 2-for-1 basis (also referred to as "unbalanced exchanges"). These exchange agreements result in a low cost water supply to IRWD's Water Bank with IRWD retaining 50 percent of all the water delivered into storage. Currently, IRWD has about 40,000 AF in storage in their Water Bank.

IRWD's objective of its banking projects is to secure surplus water supplies during wet periods to be utilized during dry-years. Agreements between IRWD, MWDOC and MET have been established to coordinate the use and delivery of IRWD's water when MET is in Drought Allocations or under emergency conditions. More importantly, this water is categorized as an "Extraordinary Supply," which provides an almost 1:1 additional allocation to enhance an agency's reliability to offset its allocation reductions during a water supply shortage event called by MET.

IRWD is also pursuing the future Kern Fan Groundwater Storage Project with Rosedale Rio Bravo Water Storage District and Dudley Ridge Water District to provide additional storage and operating flexibility for the project proponents as well as the Department of Water Resources under the Water Storage Investment Program (WSIP) being offered by the State. The future Kern Fan Project is separate and apart from the Strand and Stockdale Integrated Water Banking Projects.

MWDOC and IRWD staffs have discussed how IRWD's Banking Projects could potentially be expanded to enhance other retail agencies' water supply reliability in MWDOC's service area. On April 2, 2018, IRWD staff gave a presentation to the MWDOC Planning & Operations (P&O) Committee on the status of their Water Bank, existing partnerships, current amount in storage, and future expansion. Among the items presented by IRWD was the opportunity for opening up the Water Bank to MWDOC's member agencies through a Pilot Program. IRWD would reserve a portion of its stored supplies for retail agencies in the

MWDOC service area, which can be called upon during a Water Supply Allocation or emergency. The MWDOC P&O Committee asked that the general terms of a potential program be explored through staff and Ad Hoc committees of both MWDOC and IRWD.

On May 3, the two Ad Hoc committees met along with both staffs to discuss conceptual terms and conditions of a Pilot Program. The focus was on the potential program framework, agencies' roles, and how the program would be administered by MWDOC. Direction was given for staffs to continue working together on a proposed term sheet for the Boards' review and consideration.

REPORT

In July, IRWD and MWDOC staffs worked on the attached Proposed Terms for a Water Reliability Pilot Program. The intent of this program is to provide MWDOC access to Extraordinary Supplies from IRWD's Water Bank during MET Drought Allocations or during emergency conditions (e.g. Delta Levee failure) for the benefit of our retail agencies.

The purpose of this Board letter is to have the MWDOC P&O Committee: (1) review the draft proposed terms, conditions, roles, and payment structure of the pilot program between MWDOC and IRWD, (2) direct MWDOC staff to move forward on working with IRWD on drafting a program agreement for the Board's consideration and conduct supporting reviews and studies, (3) have discussions with and receive input from MWDOC's Member Agencies, and (4) utilize the terms and conditions developed herein for evaluation in the O.C. Reliability Study.

Key Pilot Program Working Draft Terms & Conditions

Parties: MWDOC and IRWD.

Term: Seven years fixed with no "opt out" provision; but leaving open the opportunity for future discussions related to extending the program to improve water supply reliability into the future. Staff believes the largest exposure under water allocations from MET will occur from now to about the time the California WaterFix begins operation in about 2035 (in 17 years). Other projects could be developed during that period to mitigate the allocation risk.

Amount: 5,000 AF from IRWD will be held available in its Water Bank (net of Kern County Losses) over the term of the Pilot Program.

Annual Reservation (Option) Charges: MWDOC would pay IRWD a \$25 per AF annual reservation charge (\$125,000 per year for seven years) to secure the right to call on up to 5,000 AF of Extraordinary Supply in any water allocation year or years (or during limited emergency events) within the 7 year term. MWDOC's base year allocation in the last drought was 196,560 AF.

The 5,000 AF would provide protection for MWDOC agencies beyond the "pooling" benefit provided by MWDOC. Under the pooling concept, some agencies can go over their allocations and others are under theirs and penalties are NOT imposed unless MWDOC as a whole is over its allocation with MET. The Pilot Program complements the basic MWDOC pooling by providing additional protection in case the pooled use is over the MWDOC allocation. If the pilot program extraordinary supply was called during the allocation then

those Member Agencies who exceeded their allocation would be charged for the additional costs. These program costs would be less than the costs of purchasing the water from MET with the associated surcharges.

MWDOC's role and responsibilities:

- Implement and administer the Pilot Program with the retail Member Agencies.
- Communicate calls for water to IRWD; coordinate deliveries to participants.
- Coordinate with MET deliveries into MWDOC service area.
- Invoice the retail agencies' access and use of this pilot program, and all necessary MET costs.
- Compensate IRWD according to the proposed contract terms:
 - Annual reservation charges for right to call on the water (\$25 per AF)
 - Actual extraction and deliveries costs (Estimated at \$533 per AF in the year 2025)

Irvine Ranch Water District's role and responsibilities:

- Provide up to 5,000 AF of Extraordinary Supply from its Water Bank to MWDOC.
- Operate its Water Bank.
- Coordinate recovery and delivery of Extraordinary Supply from IRWD's Water Bank for conveyance into MWDOC's service area.

Proposed IRWD Fees and Charges

Up Front Fixed Costs:	
Up to \$5,000 One-time Program Set-up Fee	Covers IRWD's actual administrative and legal costs to develop a Pilot Program Agreement.
Annual Costs:	
Annual Reservation (Option) Charge of \$25 per AF:	Based on IRWD's opportunity loss of 2,500 AF of water for reserving up to 5,000 AF of water in storage for MWDOC. Paid each of the seven years (no opt out).
Variable \$510 per AF Cost to Call on Water:	
Actual costs estimated at \$150 per AF Cost of Water	IRWD's cost of water is based on <u>actual costs</u> incurred to acquire water supplies through unbalanced exchanges, net of losses, and includes Rosedale's fees, Kern County Water Agency third party banking fees, share of recharge O&M costs, and Kern County conveyance costs.
Actual costs estimated at \$100 per AF for Recovery Costs	<u>Actual</u> recovery costs include estimated cost of power, Rosedale's fees, share of recovery O&M costs and Kern County conveyance costs.
Fixed fee of \$260 per AF Capital Facility Use Fee	Capital facility use fee is based on IRWD's total capital costs and the total amount of water expected to be delivered from the projects over 50 years.
Other Costs:	

\$500 Transaction Fee Each Time Water is Called	Covers IRWD's administrative costs to coordinate recovery of water from the Water Bank, invoicing and tracking.
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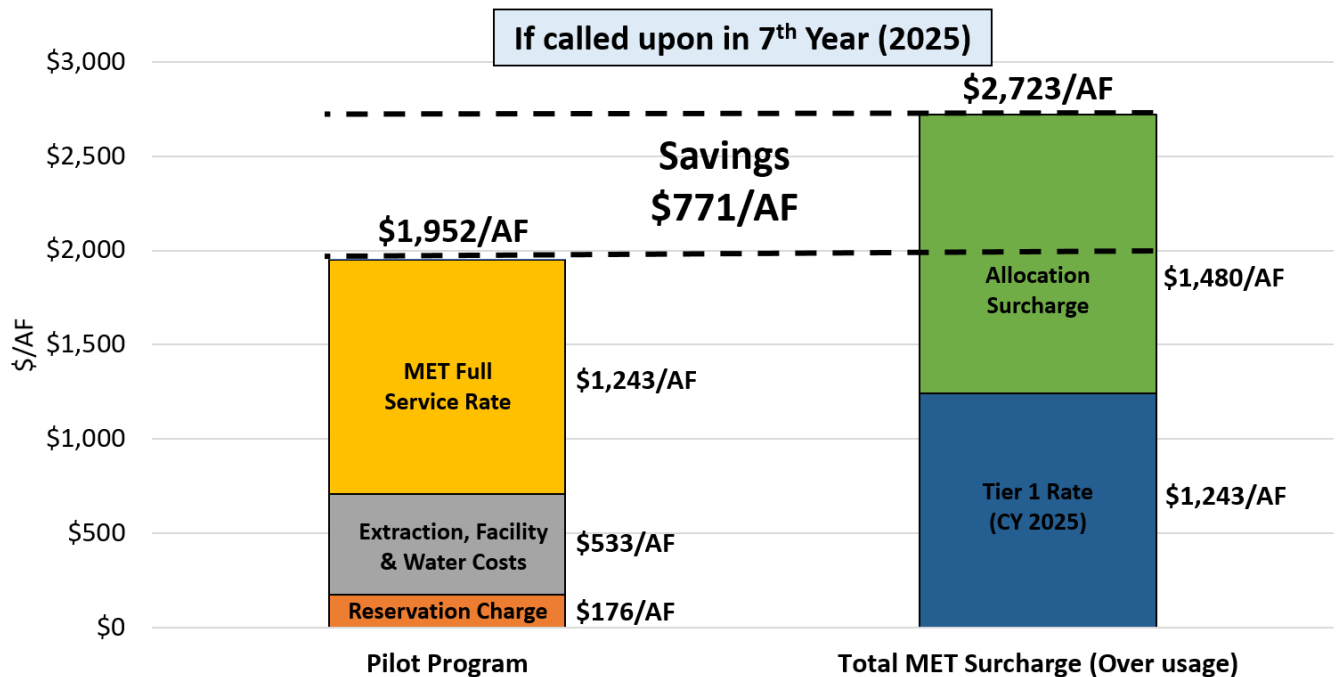
Below is a breakdown of the aggregate cost of the program per AF if MWDOC calls on the water in the last year of the seven year program (2025) along with a comparison of the Proposed Pilot Program to the MET Allocation Surcharge:

Aggregate Cost of Program Water if Called in Seventh Year (2025)

All Reservation Charges & Set-Up Fee	\$176/AF*
Est. Actual Cost of the water in storage	\$150/AF
Est. Actual Cost of Recovery out of storage	\$123/AF**
Fixed Fee of Capital Facility Use	\$260/AF
Subtotal	\$709/AF
MET Tier 1 Treated Rate (CY2025)	\$1,243/AF
TOTAL	\$1,952/AF

[*] The \$176/AF was determined by dividing the total annual reservation charges over the 7 years (\$875,000) plus the one-time set-up fee (\$5,000) by the 5,000 AF program amount

[**] Estimated using a 3% escalation rate



- (1) MET actually has a two-tier surcharge for agencies going over their allocation. The first tier is for agencies exceeding the allocation by up to 15% (which is shown above). Under the MET WSAP, agencies exceeding their allocation by more than 15% incur an even higher surcharge (an additional \$1480 is added).

Program Benefits

The purpose of this program is to provide MWDOC Members Agencies with reliability “Insurance” to access Extraordinary Supplies during a MET Drought Allocation or during emergency conditions when agencies are unable to live within their MET allocation provided by MWDOC. The probability of allocations does not significantly decrease until the California WaterFix is operational or other source projects are developed. Having access to Extraordinary Supplies to mitigate a Drought Allocation will provide a significant benefit during that period. As shown above, the cost savings between the proposed pilot program and the MET allocation surcharge is estimated at \$771/AF.

However, it important to note that under the structure of this program, MWDOC would not pay the full cost and delivery of this water unless it is actually needed. MWDOC is only required to pay a one-time set-up fee of \$5,000 and a \$25/AF annual reservation charge (totaling \$125,000 per year) over the seven years of the program term (total investment over 7 years would be \$880,000). This totals approximately \$176/AF of financial risk (to secure an insurance policy); which provides relatively inexpensive “insurance protection” compared to other reliability projects.

Cost and potential cost avoidance are summarized below for different term periods (years) assuming that the option is exercised only once at the end of the term; all calculations are based on 5,000 AF:

TERM (Yrs)	FIXED COSTS (Annual + Up Front Payments)	TOTAL PROJECT COST (with Water Purchase)	TOTAL MET COSTS IF OVER ALLOCATION (Water Purchase + Surcharge)	POTENTIAL COST AVOIDANCE	RATIO D./A. (COST AVOIDANCE divided by FIXED COSTS)
	A.	B.	C.	D. = C. less B.	D./A.
5	\$ 630,000	\$ 9,140,137	\$ 12,881,316	\$ 3,741,179	5.94
7	\$ 880,000	\$ 9,760,437	\$ 13,615,201	\$ 3,854,764	4.38
9	\$ 1,130,000	\$ 10,417,887	\$ 14,425,760	\$ 4,007,873	3.55
13	\$ 1,630,000	\$ 11,845,056	\$ 16,277,534	\$ 4,432,478	2.72
17	\$ 2,130,000	\$ 13,402,304	\$ 18,391,759	\$ 4,989,455	2.34

The Fixed Costs represent the payments that are sunk costs whether or not the option is exercised and the extraordinary supply water is called. The Potential Cost Avoidance is the estimated cost of the purchase of the additional water from MET including the surcharge for exceeding the allocation minus the Total Project Cost of the pilot program.

In addition, it should be noted that the institutional structure is already in place and tested to deliver this water when needed. IRWD has had their operational agreements and facilities with their banking partners in Kern County in place for a number of years. Moreover, agreements with MET to coordinate the delivery of this water are already established. In 2011, IRWD, MET and MWDOC signed the Coordinated Operating and Exchange Agreement to delivery SWP water; and in 2014 a wheeling agreement was signed to deliver

1,000 AF of Non-SWP to IRWD. More importantly, both agreements with MET recognize this source of water as an “Extraordinary Supply”.

Lastly, staff finds this pilot program is consistent with MWDOC’s mission and goal to enhance our service area’s water reliability in an equitable and economical way; and to provide access to “Extraordinary Supply” of water to *every retail member agency in Orange County*.

Next Steps

Based on the feedback from the MWDOC P&O Committee, staff would like to present the proposed terms, fees and charges of the Pilot Program to the MWDOC member agencies. In addition, staff would like to start developing a draft Pilot Program Agreement with IRWD, and research and propose rate considerations for our Board and member agencies to review and discuss.

Attachments:

- **Proposed DRAFT Terms for a Water Reliability Pilot Program Between IRWD and MWDOC**
- **The Powerpoint Presentation will be emailed separately**

**Proposed Terms for Water Reliability Pilot Program Between
IRWD and MWDOC
(July 30, 2018) Revised**

DRAFT

General Terms:	
Parties	Irvine Ranch Water District (IRWD) and Municipal Water District of Orange County (MWDOC).
Purpose	IRWD and MWDOC seek to implement a Water Reliability Pilot Program (Pilot Program) for the benefit of the MWDOC member agencies utilizing IRWD's Strand and Stockdale Water Banking Projects (Water Bank). The Pilot Program will provide MWDOC with extraordinary water supply during periods when Metropolitan Water District of Southern California (Metropolitan) declares a Water Supply Allocation or during system emergency conditions.
Program Overview	Over the duration of the Pilot Program, MWDOC will pay, on behalf of its member agencies, annual reservation charges for the right to call on Pilot Program water during the same year, consistent with defined price and payment terms.
Pilot Program Water	IRWD would make up to 5,000 acre-feet (AF) of water (net of Kern County losses) from its Water Bank available for delivery to MWDOC over the Term of the Pilot Program.
Program Duration:	
Length of Pilot Program:	Initial Pilot Program duration of 7 years fixed (no opt out). Discussions/negotiations related to future extensions of the program shall consider Metropolitan regional storage levels, water deliveries, payments made in the Pilot Program and the expected start-up date of the California WaterFix (estimated 2035).

Agency Roles:	
IRWD's Role	<p>IRWD would:</p> <ul style="list-style-type: none"> • Make available Pilot Program Water from its Water Bank; • Operate its Water Bank; and • Coordinate the recovery and delivery of water consistent with the Coordinated Operating Water Storage, Exchange and Delivery Agreement among IRWD, MWDOC and Metropolitan (Coordinated Agreement). • Consider program extensions of some type up to the start-up of the California WaterFix (estimated 2035)
MWDOC's Roles	<p>MWDOC would:</p> <ul style="list-style-type: none"> • Implement the Pilot Program such that it is cost neutral to IRWD; • Participate to provide additional water supply reliability to its member agencies by way of the Pilot Program; • Coordinate with member agencies on exercising calls for water; • Communicate requests to IRWD for the recovery and delivery of called upon Pilot Program Water; • Coordinate with Metropolitan such deliveries into MWDOC's service area; • Make all up front, annual reservation, water call and other cost payments to IRWD, as described under the Price and Payment Terms, over the course of the program and invoice for actual water deliveries made under the Pilot Program; and • Pay all Metropolitan Full Service Rates pursuant to the Coordinated Agreement. • Consider program extensions of some type up to the start-up of the California WaterFix (estimated 2035)

Price and Payment Terms (MWDOC pays to IRWD): **DRAFT**

Up Front Fixed Costs:	
Up to \$5,000 One-time Program Set-up Fee	Covers IRWD's actual administrative and legal costs to develop a Pilot Program Agreement.
Annual Costs:	
Annual Reservation Charge of \$25 per AF:	Based on IRWD's opportunity loss of 2,500 AF of water for reserving up to 5,000 AF of water in storage for MWDOC. Paid each of the seven years (no opt out).
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INFORMATION ITEM

November 1, 2021

TO: **Planning & Operations Committee**
(Directors Yoo Schneider, Nederhood, Seckel)

FROM: **Robert Hunter, General Manager**

Staff Contact: Tiffany Baca

SUBJECT: **Wyland National Mayor's Challenge for Water Conservation**
City of Westminster Pocket Park Project Update

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Each year, cities across the U.S. compete in the Wyland National Mayor's Challenge for Water Conservation (National Challenge) to see which city will be named the most "water-wise" in the nation. In 2017, the Municipal Water District of Orange County (MWD OC or District) Board of Directors approved a partnership with the Wyland Foundation (WYFO) to implement an Orange County breakaway competition that runs concurrently with the annual National Challenge. At the time, the highest participating *Orange County city within the MWD OC service area* was awarded a water-efficient demonstration garden (Pocket Park). The City of Westminster (City) was announced the breakaway contest winner in May 2018.

After over a year of collaboration with the City, MWD OC, WYFO, and Saddleback College (Project Partners) completed a draft Pocket Park design that was taken to the Planning Division and City Council for review. In early 2020, the coronavirus disease (COVID-19) began to spread rapidly, and the resulting impacts led to a global crisis of unimaginable proportions. Cities across Orange County and the world entered lockdown. Non-essential businesses and schools were closed, and people began to learn how to adapt to new social distancing guidelines.

Budgeted (Y/N): Y	Budgeted amount: \$10,000	Core <u>X</u>	Choice <u> </u>
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted): 2017-2018 FY budget item			

Today, communities are slowly returning to some semblance of normalcy, and Project Partners have revived the 2018 Pocket Park project with the City.

DETAILED REPORT

BACKGROUND

The National Challenge is a water awareness campaign celebrated across the U.S. that encourages water-smart behaviors by asking citizens to take a series of online pledges to use water more efficiently. While this step alone is small, it allows pledge-takers the opportunity to begin to think more deeply about ways to make positive changes in their water-use behaviors. Through MWDOC's partnership with WYFO, the District and MWDOC member agencies have a unique platform to easily reach residents and businesses with water-wise tips, rebates on water-saving devices, and valuable water-centric information. Challenge participants are then encouraged to share the resources with their friends and family across multiple print and social media channels.

In addition to promoting the National Challenge, the MWDOC-WYFO partnership presents an Orange County breakaway contest for MWDOC member agencies and the cities they serve. In 2018, as the highest participating Orange County city within the MWDOC service area, the City of Westminster was awarded a water-efficient Pocket Park. In October 2018, the MWDOC Board President and Public Affairs staff joined the WYFO President at the City of Westminster Council Meeting to present the City with two certificates of recognition. The first for securing the top spot in the *National Challenge*. The second for taking 1st place in the Orange County MWDOC-Wyland breakaway competition.

Discussions with the City and Project Partners began shortly after that to identify Pocket Park location options, design opportunities, and necessary next steps.

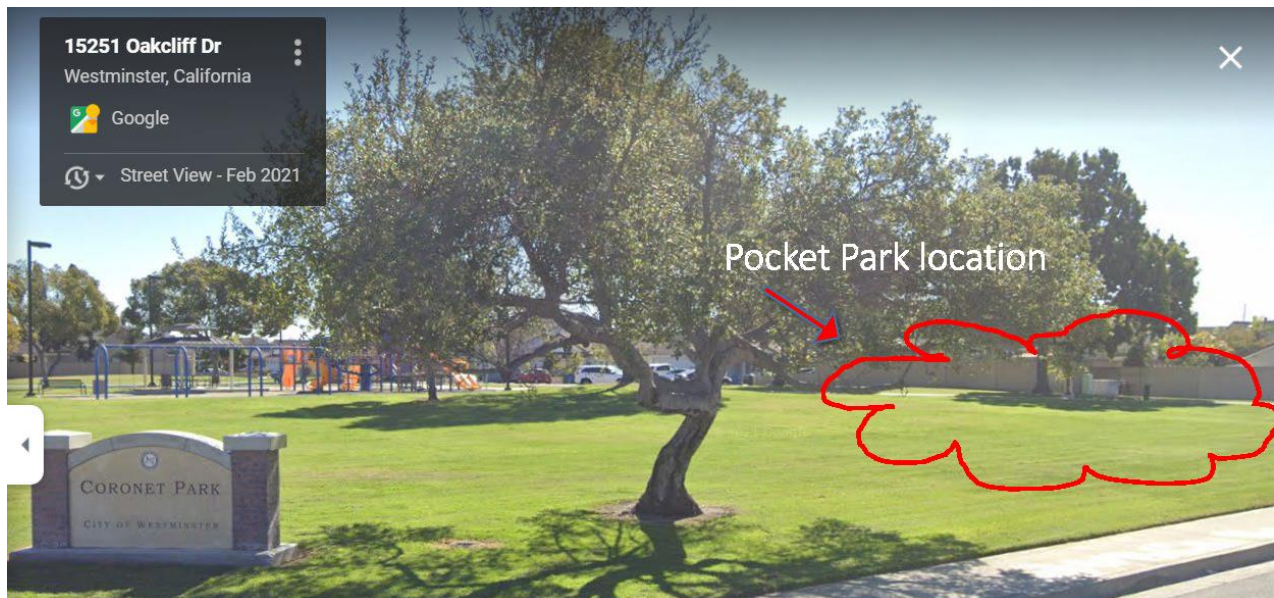
LOCATION

After careful consideration, the City opted to transform a portion of an existing city park to a water-wise Pocket Park. Coronet Park is located on Oakcliff Drive just outside of Little Saigon. The major cross streets are Magnolia Street and Edinger Avenue, just a few blocks away from Beach Boulevard and the 405 freeway. The park is easily accessible and gets a lot of walking traffic from local residents and nearby businesses.

Satellite view:



Street view:



DESIGN

The City Pocket Park landscape design was developed by student volunteers from the Saddleback College Department of Horticulture and Landscape Design with guidance from their professor who also serves as Department Co-Chair. The intentional water drop design implements various landscaping techniques and strategies that support efficient outdoor water use. Design components include low-water-use trees, plants and grasses, water efficient irrigation, permeable landscape materials, seating and shade solutions, and educational signage. The pathway is wheelchair accessible.

The winner of the 2017 Orange County breakaway contest was the City of Laguna Beach. The award-winning landscape design is complete. The original work plan is ready for Planning Commission review, and the Pocket Park location was confirmed as Montage Laguna Beach's Treasure Island Park. After over two years of work together, the project was placed on hold in late spring of 2019 after a key executive and project partner left the Montage. This essential position was left vacant and without a replacement decision-maker in place. This significant complication, as well as the necessity to halt construction work during the summer tourist season, led Project Partners to pivot and turn focus on the City of Westminster Pocket Park project. The City of Laguna Beach project location and scope will be reevaluated, and alternative options will be examined.

The winner of the 2019 Orange County breakaway contest was the City of San Clemente. The location is selected, and the design team is in place. Immediately following the completion of the City of Westminster Pocket Park project, work will begin again with the City of San Clemente.

The County of Orange Report

Prepared for the MWD OC P&O Committee

October 26, 2021
by Lewis Consulting Group



LAFCO - On the Agenda

The October 13th meeting was held once again without the public in attendance.

Appearing on the consent calendar were both the first quarter 2021/2022 financial report along with the legislative quarterly report.

A public hearing was held on the transfer of about 1/3 of an acre from both the City of Orange and MWD OC to the City of Anaheim. On the action agenda were the following items:

AGENDA #8 - COMMISSION DISCUSSION AND ACTION

a.) SECTION 115 PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST

The Commission will consider adoption of the benefits trust and administrative agreement with the Public Agency Retirement Services (PARS) and relative amendments to the agency's accounting and financial policies.

b.) 2021 ORANGE COUNTY LAFCO STRATEGIC PLAN

The Commission will consider adoption of the 2021 Strategic Plan.

c.) ASSEMBLY BILL 361 – OPEN MEETINGS AND TELECONFERENCES FOR STATE AND LOCAL AGENCIES

The Commission will discuss and consider action regarding AB 361, legislation recently signed by the Governor involving open meetings and teleconferences due to the COVID-19 pandemic.

After debating the merits of the proposed Mesa Water District amendment to the new Strategic Plan, the Commission, looking for input from any other members of the public; decided to postpone this matter until their November meeting.



Board of Supervisors - Key Actions

SEPTEMBER 28TH BOARD OF SUPERVISORS MEETING - A public hearing was held on the on-going process of redistricting for the new configurations of Orange County's five supervisorial districts. October 15 marks the last day that members of the public could submit proposed maps. Three more public meetings - Nov. 2nd, Nov 9th and Nov 16th will be held to receive comments and present and receive maps. The November 16 meeting is the targeted date for selection of the final maps, but the final Board ordinance is scheduled for December 7, 2022.

The stakes this year are greater than usual because of the "blueing" of Orange County will make it difficult to maintain a Republican Board majority for the duration of the decade.

Following the census, the ideal population for each supervisorial district is 638,601 persons. The law allows a 10% population deviation between the most populous and least populous districts. Current Supervisor Wagner's Third District is the most overpopulated +8.8% above the target of 638,601. Supervisor Do's First District is the most underpopulated at -5.36%. The combined total is a variance of 14.17%, which necessitates a legal change in district lines.



The big questions are - Will this process end up being a yawning affair with only minimal changes? Or will there be an attempt to create a solidly Latino district? This could be accomplished by combining Santa Ana with part of the City of Anaheim. Will there be an attempt to create a solidly Asian district anchored by Garden Grove and Westminster? Lastly, will the new plan be an incumbent protection plan or a plan that creates competition and political opportunity?

OCTOBER 5TH BOARD OF SUPERVISORS MEETING - The final sale of the Greenspot property was concluded. The high bidder for the 1,657 acres in the City of Highland was the San Bernardino Municipal Water District with a winning bid of \$31,815,000. After subtracting fees, the net sale was \$29,028,726. Of that total over \$20 million is sent to the State of California, leaving the County of Orange Real Estate Development Program and Flood Control District Fund 400 with equal proceeds of \$3,818,729.

OCTOBER 19TH BOARD OF SUPERVISORS MEETING - There was an item accommodating additional South Orange County growth. The item allows for the creation of a Community Foundation District and the issuance of \$165 million in bonds to fund infrastructure for a new phase of build out of the Rancho Mission Vago development. When completed, the final plan calls for 14,000 dwelling units along with retail, office and recreational uses. This will be contained in a development area of 7,700 acres while an additional 15,000 acres were set aside for green space.

Orange County COVID-19 on Decline

The Delta variant peaked a couple of months ago and the number of hospitalizations, particularly those in the ICU have dramatically declined.

ORANGE COUNTY COVID-19 STATS	AS OF 10/26/2021	AS OF 9/28/2021
CUMULATIVE CASES TO DATE	303,699	296,932
CUMULATIVE DEATHS TO DATE	5,584	5,418
DEATHS REPORTED TODAY	6	13
CUMULATIVE TESTS TO DATE	5,391,657	5,054,229
TESTS REPORTED TODAY	8,699	12,461
CASES CURRENTLY HOSPITALIZED	213 *	288 *
CASES CURRENTLY IN ICU	52	72
CUMULATIVE RECOVERED TO DATE	292,371	282,630

* = INCLUDES **ICU** CASES

Could This Be the World's Winter of Discontent?

After months of intermittent power losses on October 9, 2021, the entire country of Lebanon was plunged into darkness. Lebanon has dealt with a huge port explosion, government corruption, a collapsing currency, food shortages and finally a fuel shortage, which temporarily closed the nation's two largest power plants. While Lebanon has faced unique dire circumstances, could it also be the proverbial canary in the coal mine as it relates to winter power shortages.

At present, the world is facing unexpected challenges. The Pandemic along with a recovery resulting in increased consumer demand thwarted by supply bottlenecks is not our only worry. This winter countries who have too quickly transitioned to "green energy" may face the brunt - higher prices, fuel shortages and energy outages. All of this may be compounded by an unusually brutal winter, now predicted by numerous weather forecasters. The impending transition to La Niña is yet another clue that in winter a collapsing polar vortex will spread frigid air into both Europe and North America at the worst possible time (think Texas freeze). Already numerous countries are dealing with huge energy challenges.

The United States was a net energy exporter in both 2019 and 2020, so despite rising gas prices, we are better positioned than most countries to deal with the energy shock. In India, which is heavily coal reliant, 63 of 138 of its power plants have less than two days supply of coal. India relies on coal for 70% of its power.



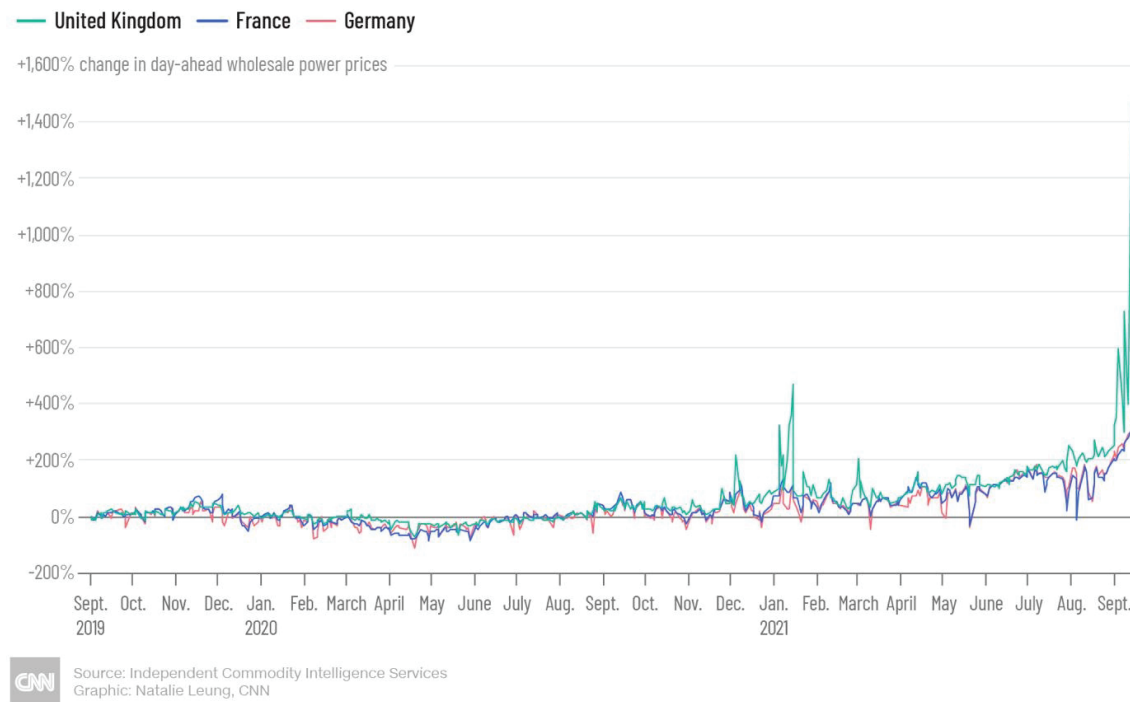
Coal Price Surge, 27 September 2021. Source: Trading Economics

China has been particularly hit hard and energy is being rationed weekly across the country. The energy shortage is responsible for the closure of numerous factories. England may be the most imperiled as its quick transition to green energy had wind power providing 24% of the nation's energy. However, a windless summer reduced that

power supply to just 7%. As countries are searching for additional supplies of oil, natural gas and coal, prices are surging across the board.

The cost of power in Europe is soaring

Gains have been most pronounced in the United Kingdom, which relies heavily on natural gas for electricity generation.



Russia, which is energy rich, seems to be willing to hold Europe hostage by transferring more of its current energy exports to China. This winter could be profoundly challenging.

It's Official!

ENSO METER



On October 14, 2021 NOAA, the National Oceanic & Atmospheric Administration, officially declared that La Niña has returned.

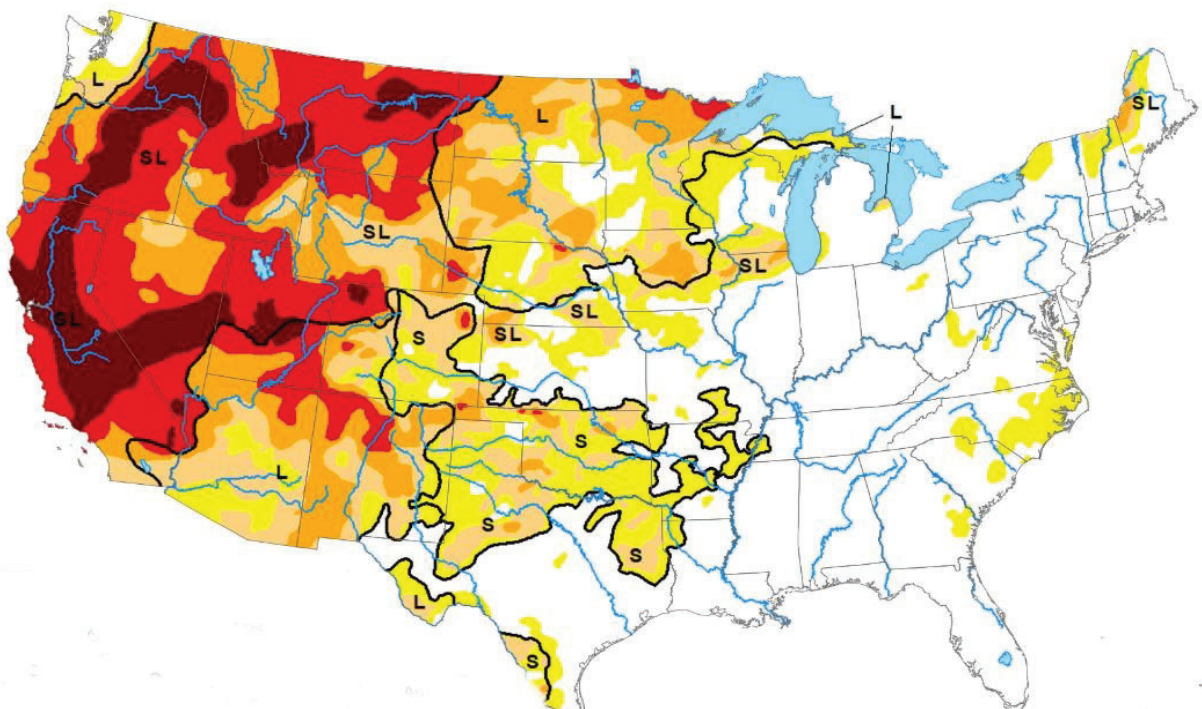
How Much Will This?



Change This?

Map released: October 21, 2021

Data valid: October 19, 2021



ACKERMAN CONSULTING

Legal and Regulatory

November 1, 2021

1. **The Big Study:** UC Berkeley, Boise State University, University of Arizona and a few others are involved in a multi-million-dollar effort to study water in the western US. They have established a climate observatory near the beginning of the Colorado River. The purpose is to help predict rain and snowfall in the future. They will study the interface between land and atmospheric conditions, wildfires, forest management, bugs that kill trees, and other features. It will be called the Surface Atmosphere Integrated Field Laboratory. A very ambitious task and large resources are being committed from the Federal Government and many universities.
2. **Mandatory Cuts:** The San Jose Water Company, which supplies water to most of San Jose and the Silicon Valley, is seeking approval from the PUC to impose a 15% cut in residential usage. Since the Company is private, they are regulated by the PUC. The Company gets most of its water from the Santa Clara Valley Water District. One of the District's major reservoirs has been emptied for earthquake repairs. Their total reservoir capacity in storage is 11%. The reduction does not apply to businesses. The penalty for overuse will be a significant surcharge, \$7 for every 748 gallons over the monthly quota.
3. **ARs Stable:** Yale University has been studying atmospheric rivers (AR) for many years. They have concluded that AR are remaining stable for the present time. Even though climate change continues to impact us, they do not see major changes. AR have been somewhat strange around the world, but they see some patterns. Two of the major factors causing AR have been greenhouse gas emissions and industrial aerosols. The greenhouse gasses create a warming effect and more atmospheric water, while aerosols have a cooling and drying effect. These two issues have tended to balance out at the current time. This has been true going back to the 1920s. However, the future suggests that greenhouse gasses will outpace aerosols. This will cause more frequent and stronger AR. The areas most impacted by AR are mid-latitude coastal areas of North America, South America, South Africa and Europe. While AR are reliable sources for water, their increase can create flood and storm conditions which can harm us.
4. **Fort Bragg Desal:** Fort Bragg will be installing a \$335,000 desal system. This is needed to counter the high tide conditions which create saltwater intrusion in the normal Noyo River source. The ocean water gets back to the city's intake pipes which created the need for the system. The system is not your normal desal process when you are processing straight ocean water. This system is working with much less salinity because of the Noyo River water, just below 10% of normal ocean water. They also intend to use solar power to reduce energy costs and less costly membranes can be employed.
5. **Tablet Purify Water:** The University of Texas has developed a hydrogel tablet which can purify a liter of water in less than one hour. Since about a third of the global population do not have drinkable water, this development

can be a game changer. The main goal of these tablets is to kill bacteria. This hydrogel generates hydrogen peroxide which is extremely effective (99.999%) in killing bacteria. This process requires no energy and there are no harmful byproducts. They are also cheap and easily marketed to scale. This pill was discovered by accident during a water purification experiment using sunlight.

6. **Eel River Stopped:** For perhaps the first time in recorded history part of the South Fork Eel River dried up in Humboldt County. The Eel River is a major source in California's third largest watershed. The Eel River runs almost 200 miles from Mendocino County to Humboldt County to the ocean near Fortuna, gateway to the redwoods. They estimated the River was dry for about a week before current rains got it going again. The River has no major dams and remains relatively unchanged from its beginning. Climate change, forest management and cannabis growth seemed to be responsible for the current condition. Much of the surrounding forest had been clear cut in the 1950s and then replaced by too many trees which have been allowed to overgrow the area. This requires much more water to sustain taking water away from the River. The 2020 August fire thinned the forest aiding flow in the River.
7. **New Membranes:** The Sandia National Laboratory in New Mexico has developed a new type of membrane for use in the desal process. The current membranes require much energy to force the water through them and makes them subject to clogging up. This new electrodialysis membrane uses a common amino acid, phenylalanine, to extract sodium ions. Two membranes are used in the process which uses natural induced electronic fields to extract the bad stuff and leave pure water. The energy savings will be significant. The commercial viability of this is the next step.
8. **NorCal Catching Up:** The Santa Clara Valley Water District is catching up with Orange County and OCWD. The District and the San Jose Santa Clara Regional Wastewater Facility supported the Silicon Valley Advanced Water Purification Center which will turn waste water into drinking water. Their recent press conference served water to elected officials and dignitaries with the following label: "This used to be waste water#GetOverIt." They are awaiting approval from the State Board for aquifer recharge use.
9. **Shock Treatment:** MIT is working on yet another improvement to the desal process. A major problem in the current desal process is removal of the heavy toxic metals such as lead. Shock electrodialysis may be an answer. A shockwave is produced in the contaminated water and leaves two streams, one brine and one freshwater. It is currently testing at a 95% reduction rate. Thus far it is only being done on a small scale and at slow rates. There is strong hope that it can be commercially developed. It is also expected that smaller home models can be developed for isolated uses such as the Flint Michigan incident. It is also possible for the system to produce potable and non-potable water during the process.
10. **Soot in the Ocean:** Northeastern University has been studying the impact of our many wildfires on carbon in the ocean. Most black carbon (soot) from fires remains in the soil where the fires occurred. Some of it however finds its way into rivers, which ultimately dump part of the soot into the ocean. Researchers originally thought that soot in the ocean came only from river discharge. As a result of the past few fires, they have discovered that wind carries soot to the ocean increasing the detection rate by 13%. However, they were not able to conclude that the wind driven soot appreciably increased the total amount regularly deposited by rivers. They were concerned

with the increase in fires and the potential for a significant increase in the carbon level in our oceans. They did not opine if that was a good thing or a bad thing since only 2% of all organic material in the ocean is attributed to soot.

11. **Sunlight Cleans Water:** The sun is now getting more credit for helping clean water than in prior times. Michigan Technological University is setting up models to identify how best to take advantage of ability of sunlight to break down chemicals in lakes and rivers or any body of water. The color of swimming pool tiles, the organic make up of a river or lake, the amount of sunlight available, all these can contribute to effectiveness of the sun to clean water. MTU has developed a singlet oxygen model which considers all necessary factors and advises how to maximize the natural sunlight. All chemicals have an effective half life cycle, and this model takes them into account. Let the sunshine in!!



INFORMATION ITEM

October 4, 2021

TO: Planning & Operations Committee
(Directors Yoo Schneider, Nederhood, Seckel)

FROM: Robert Hunter, General Manager

Staff Contact: Damon Micalizzi

SUBJECT: OC Water Summit Update

STAFF RECOMMENDATION

Staff recommends the Public Affairs & Legislation Committee: Receive and file the report.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

Nearly 350 people attended the 2021 OC Water Summit on October 15th, held at Disneyland's Grand Californian Hotel. Initial feedback has been positive, with attendees lauding the presenters, including Marty Ralph, PhD., Director, Center for Western Weather and Water Extremes, Scripps Institution of Oceanography, Jennifer Pierre, General Manager of the State Water Contractors, and Assemblymember Devon Mathis, who stepped in on short notice after another presenter had to cancel. Master of ceremonies Fritz Coleman hosted for the fifth consecutive year.

Final accounting and post-event survey information will be available next month.

The next meeting of the OC Water Summit Ad Hoc Committee is on November 15th.



INFORMATION ITEM

November 1, 2021

TO: **Planning & Operations Committee**
(Directors Yoo Schneider, Nederhood, Seckel)

FROM: **Robert Hunter, General Manager**

Staff Contact: Sarah Wilson

SUBJECT: MWDOC Choice School Programs Update

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The Municipal Water District of Orange County (MWDOC) K-12 Choice School Program contractors—Shows That Teach and Orange County Department of Education's Inside the Outdoors—continue to book live, interactive water lessons for the 2021/22 school year.

Also included in this report is a preview of scheduled visits for the months of November and December 2021. MWDOC Choice School Program contractors update the shared Google Calendar so that participating member agencies are able to view the virtual sessions in their service area as they are booked. Please note that the shared Google Calendar is updated frequently, and will always have the most accurate information. Visits are subject to change due to school and teacher availability. Login information for the shared Google Calendar is available upon request.

DETAILED REPORT

All MWDOC Choice School Programs incorporate hands-on interaction, pre- and post-program activities, and opportunities for family and community engagement. Presentations are offered to schools as either in-person or virtual. Included in this report is a detailed breakdown of each program's progress including teacher feedback, video links, and more.

Budgeted (Y/N): Y	Budgeted amount: \$430,221	Core <u> </u>	Choice <u>X</u>
Action item amount:		Line item: 63-7040	
Fiscal Impact (explain if unbudgeted):			



**MWDOC Choice Elementary School
Program (grades K-2)**
November 1, 2021



Shows That Teach offers Orange County students in grades K-2 fun and informative assemblies that use music, humor, and audience participation to engage students in water-centric topics such as the water cycle, water supply resources, and using water wisely. This interactive program also includes hands-on pre- and post-activities that encourage students to reflect on their relationship with water. This program is offered either in person or virtually to K-2 students combined. Multiple classrooms and grade levels can participate simultaneously.

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2021-2022 school year.

- **In-person presentations hosted:** 10
- **Virtual presentations hosted:** 14
- **Total number of students seen:** 3,978
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Brea, City of Garden Grove, City of Huntington Beach, City of La Palma, Moulton Niguel Water District, City of Orange, City of Santa Ana, Santa Margarita Water District, South Coast Water District, Trabuco Canyon Water District, City of Tustin, City of Westminster

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2021-2022 school year.

- **In-person presentations scheduled:** 10
- **Virtual presentations scheduled:** 15
- **Total number of students expected:** 3,708
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, El Toro Water District, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, City of La Palma, Moulton Niguel Water District, City of Orange, City of San Juan Capistrano, City of Santa Ana, City of Tustin, City of Westminster

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

Feedback following an in-person “H2O, Where Did You Go?” presentation:

“This was a professional, polished presentation that kept our scholars engaged from the beginning to the end. The performers knew how to reach our scholars in an entertaining and developmentally appropriate way. I’m grateful that our scholars were able to have this in-

person learning experience after about 1-1/2 years of an assembly drought. And, I sense our scholars' view of water has been changed and they will be good conservationists now and into the future. Thank you!" --Debra J. Schroeder, Ed.D., Vibrant Minds Charter School, City of Anaheim service area

Video clip from virtual online presentation on October 13 for Chaparral, Elementary (Santa Margarita Water District service area):

<https://drive.google.com/file/d/1UXmGcnT5trrU9euwuNoFz6gFxJu2R4lY/view?usp=sharing>

A message from Mark Beckwith, President, Shows That Teach (Building Block Entertainment):

Our performer Obediah Thomas recorded an audio testimonial from a Kindergarten teacher at Red Hill Elementary (City of Tustin service area) following an in-person performance of Waterology on October 19. The teacher was a bit shy and did not want it on video tape, but she was okay with her voice being recorded.

<https://drive.google.com/file/d/1BskLvjAfgu62vYaLIMMUZXKfuDoWN7SJ/view?usp=sharing>



**MWDOC Choice Elementary School
Program (grades 3-5)**
November 1, 2021



Orange County Department of Education's Inside the Outdoors offers Orange County students in grades 3-5 interactive, grade-specific lessons that engage students in valuable instruction on the history of California water, local climate and water sources, and how to use water efficiently. Each session includes student prompted interaction, demonstrations, and pre- and post-activities that guide students to examine how access to a reliable source of drinking water is important to every community. Participating students and their families also receive resources that complement the topics covered during the classroom session. This program is offered either in person or virtually to students in grades 3-5.

- 💧 **3rd Grade:** Compare and describe diverse weather and climate data and explore personal choices to protect our local water resources.
- 💧 **4th Grade:** Identify the key role water plays in California's history including the growth and expansion of towns and cities.
- 💧 **5th Grade:** Examine existing water management solutions and determine ways to protect the quality and quantity of water.

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2021-2022 school year.

- 💧 **In-person presentations hosted:** 0
- 💧 **Virtual presentations hosted:** 3
- 💧 **Total number of students seen:** 207
- 💧 **Presentations have been completed in the following service areas:** City of Anaheim

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2021-2022 school year.

- 💧 **In-person presentations scheduled:** 4
- 💧 **Virtual presentations scheduled:** 39
- 💧 **Total number of students expected:** 3,849
- 💧 **Upcoming presentations have been scheduled in the following service areas:**
 - City of Anaheim
 - City of Garden Grove
 - City of Huntington Beach

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

To date, OCDE/ITO has received interest from the following schools and is working with teachers to schedule those presentations:

- Eight (11) schools in the City of Fullerton
- One (1) school in the City of La Habra
- One (2) school in the City of Orange
- Eight (10) schools in the City of Santa Ana
- One (6) school in the City of Anaheim
- One (2) school in the City of Brea
- One (1) school in El Toro Water District service area
- One (2) school in the City of Fountain Valley
- Two (2) schools in the City of Buena Park
- One (5) school in the City of Huntington Beach
- Eight (9) schools in the City of Garden Grove
- Two (2) schools in the City of San Clemente
- One (1) school in Santa Margarita WD service area
- One (1) school in South Coast WD service area

Once scheduled, the shared calendar of visits will be updated.

Most schools that have shown interest, or have been scheduled, will have all three grade levels (3-5) participating in the program.



**MWDOC Choice Middle and High
School Programs (grades 6-12)**
November 1, 2021



Orange County Department of Education's Inside the Outdoors offers Orange County students in grades 6-12 grade-specific classroom sessions that guide students to investigate challenges faced by water providers and identify sources of human impact on the quality, quantity, and availability of water in their communities. Each session includes student prompted interaction, demonstrations, and pre- and post-activities that engage students in developing solutions to real-world problems. Participating students also have the opportunity to engage in field study or volunteer days of service to receive credit toward their required service hours. This program is offered either in person or virtually to students in grades 6-12.

- ◆ **6th-8th Grade:** Students analyze water samples to identify sources of potential pollution and form strategies to monitor or minimize pollution.
- ◆ **9th-12th Grade:** Students collect and analyze data to explore the role of the Sacramento-San Joaquin Delta and its connection to our local water resources.

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2021-2022 school year.

Middle School Program (grades 6-8)

- ◆ **In-person presentations hosted:** 0
- ◆ **Virtual presentations hosted:** 0
- ◆ **Total number of students seen:** 0
- ◆ **Presentations have been completed in the following service areas:** 0

High School Program (grades 9-12)

- ◆ **In-person presentations hosted:** 0
- ◆ **Virtual presentations hosted:** 0
- ◆ **Total number of students seen:** 0
- ◆ **Presentations have been completed in the following service areas:** N/A

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2021-2022 school year.

Middle School Program (grades 6-8)

- ◆ **In-person presentations scheduled:** 0
- ◆ **Virtual presentations scheduled:** 2*
- ◆ **Total number of students expected:** 67
- ◆ **Upcoming presentations have been scheduled in the following service areas:**
*St. Jeanne de Lestonnac private school has requested the program and is self-funding the two (2) presentations. MWDOC Public Affairs staff is currently working with OCDE/ITO to determine the service area.

High School Program (grades 9-12)

- ◆ In-person presentations scheduled: 0
- ◆ Virtual presentations scheduled: 0
- ◆ Total number of students expected: 0
- ◆ Upcoming presentations have been scheduled in the following service areas:
N/A

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

To date, OCDE/ITO has received interest from the following schools and is working with teachers to schedule those presentations:

- Three (3) schools in the City of Anaheim service area
- One (1) school in the City of Brea service area

Once scheduled, the shared calendar of visits will be updated.

Typically, it takes more time to coordinate outside programs for students in the middle school and high school grade levels. This is due to limited instructional time teachers have in these grades, as well as having multiple classes at the secondary level. OCDE/ITO has received interest in these water education programs and is working to identify the teachers that will be the best fit.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1 K-2 SANTA ANA K-2 TUSTIN	2	3 K-2 HUNTINGTON K-2 HUNTINGTON	4 K-2 MNWD John	5 K-2 ETWD Grace K-2 ORANGE	6
7	8 K-2 FULLERTON K-2 LA PALMA Los K-2 MNWD Marian	9 K-2 GARDEN GROVE	10 K-2 HUNTINGTON K-2 WESTMINSTER	11	12	13
14	15 K-2 GARDEN GROVE K-2 WESTMINSTER	16	17 3-5 City of Santa	18	19 K-2 TUSTIN Beswick K-2 TUSTIN Nelson	20
21	22	23	24	25	26	27
28	29 3-5 City of Anaheim K-2 LA HABRA Las K-2 SANTA ANA K-2 SANTA ANA	30	1	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30 3-5 City of Anaheim K-2 LA HABRA Las K-2 SANTA ANA K-2 SANTA ANA	1	2	3	4
5	6 3-5 City of Anaheim	7	8	9	10 3-5 City of	11
12	13	14	15	16	17 3-5 City of Anaheim	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

ENGINEERING & PLANNING	
East Orange County Feeder No. 2 (EOCF#2) Emergency Pilot Program	<p>Staff and Means Consulting continue to work with Metropolitan (MET) on defining a scope of work for emergency pump-in of local water supplies into EOCF #2 under MET Admin Code 4519: Emergency Deliveries of Member Agency Water Supplies in Metropolitan's System. The program is intended to enhance water supply reliability in the event of a prolonged emergency, consistent with MET Administrative Code Section 4519. As indicated previously, this is a multi-year effort. The intended outcome of this effort is a set of guidelines for MET member agencies to use to establish emergency pump-in programs to MET's system. Hazen & Sawyer is also providing technical assistance for this effort.</p>
Economic Benefit Studies and Modeling Work to Quantify the Benefits of Local Projects in the Context of MET's 2020 Integrated Resources Plan (IRP)	<p>MWDOC staff continues working with the Brattle Group and CDM Smith on the Economic Benefits Studies and modeling work.</p> <p>Wallace Walrod, economist for Orange County Business Council and sub-consultant for the Brattle Group, is leading the business survey portion of the economic benefit studies. The business survey instrument has been completed. Cal State University, Fullerton's Social Science Research Center (CSUF)'s Institutional Review Board has reviewed and approved the survey. CSUF is currently working on wrapping up the business survey.</p> <p>The current schedule anticipates completion of 400 Orange County business surveys by the end of October 2021 and Dr. Walrod and Dr. Boarnet anticipate completion of the business impact analysis by November 2021. A presentation of results is anticipated at P&O Committee once the data has been analyzed.</p>
OC-70 Meter Testing Update	<p>MWDOC staff continue to work with staff from MET and EOCWD on finalizing the investigation of the accuracy of the billing meter at Service Connection OC-70.</p> <p>A summary presentation of the OC-70 meter accuracy results was provided by MET to MWDOC and EOCWD on August 9, 2021; where MET reported that the OC-70 service connection meter is over registering by 5%. MET confirmed that a reimbursement is due to MWDOC and EOCWD, but have been unable to identify the exact source of the error. MET will continue to investigate the source of the error and, when operational feasible for EOCWD, will shut down OC-70 to do an internal 3D scan of the inside dimensions of the venturi meter as one final possible source of the error.</p> <p>On September 15, 2021, MET staff reconfigured and calibrated the OC-70 meter by offsetting the meter output by 5.2%. This error correction will apply to all meter reads moving forward.</p> <p>MET is currently working on a final report of the meter error and the proposed retroactive billing adjustment. Once the final report is received, MWDOC will work with EOCWD to review MET's proposed adjustment and work with MET</p>

	staff to bring the final adjustment to the MET Board to bring the issue to closure.
Reliability Study Update	<p>Staff are working with CDM Smith on an update to the reliability study. The update will look at a total of 5 scenarios that include recent information including uncertainty about the Delta Conveyance Project and more recent Climate Change impact information. The update will incorporate the latest demand forecasts from the 2020 Urban Water Management Planning efforts, update project cost information, and include updated information from MET's 2020 IRP process. Staff anticipates the update to be completed in early December 2021. Staff will then bring the study results to the Board for discussion.</p> <p>Staff participated in a meeting with MET staff and CDM Smith on September 25, 2021 to discuss supply projections for the State Water Project and the Colorado River Aqueduct as they relate to the reliability study update.</p>
Doheny Ocean Desalination Project	<p>South Coast Water District (SCWD) continues to develop the Doheny Ocean Desalination Project. SCWD is currently working through multiple due diligence items to move the project forward including; permitting, plant sizing and siting, financing, and project delivery method. SCWD anticipates having all necessary permits by the end of the 1st Quarter of 2022 and estimates an on-line date of early 2026, if approved by the SCWD Board.</p> <p>On July 22, 2021, SCWD conducted its 7th workshop on the SCWD Integrated Water Resources Plan (IWRP). Included in that plan was consideration of a strategy for various options for the Doheny Ocean Desalination Project. The SCWD Board approved an adaptive management strategy which includes proceeding with efforts to secure partners for a 5 MGD Doheny Ocean Desalination Project. If SCWD is unsuccessful in securing partners SCWD will proceed with construction of a smaller 2 MGD project that does not have future expansion capabilities.</p> <p>SCWD held a Special Board Meeting on September 2, 2021 to discuss the financial implications of the project. Clean Energy Capital (CEC) presented a water cost analysis for the project where CEC presented cost projections for a 2 MGD project with an estimated 1st year water cost of \$1,928/AF in 2021\$, and a 5 MGD project with an estimated 1st year water cost of \$1,479/AF in 2021\$. The SCWD Board actions included accepting the water cost analysis; initiating a Public Outreach Program supporting the implementation of the project; re-engaging with task-related consultants for the development of necessary contract activities; and authorizing the SCWD General Manager to develop a partnership education plan to pursue and secure partnerships with local agencies to realize the cost savings a 5 MGD project provides.</p> <p>SCWD anticipates an update on the third party hydrogeology study of the San Juan Basin in the November/December 2021 timeframe.</p>
Strand Ranch Project	IRWD presented the Strand Ranch project at the July MWDOC Agencies Managers Meeting. A follow up meeting was held on August 30, 2021 to

	provide more information to interested agencies. See this month's discussion item on Strand Ranch.
Poseidon Resources Huntington Beach Ocean Desalination Project	<p>On April 29, 2021, the Santa Ana Regional Water Quality Control Board (SARWQCB) conditionally renewed Poseidon's permit governing the seawater intake and waste discharges. The SARWQCB order requires Poseidon to minimize negative impacts on marine life by directing them to undertake a series of mitigation measures and prohibiting the intake of seawater and the discharge of concentrated brine until certain conditions are met.</p> <p>To comply with the plan's requirements, Poseidon agreed to install fine mesh, wedge wire screens on the plant's intake pipe and affix a diffuser to its discharge structure to reduce marine mortality and impacts of the brine effluent to the ocean. Poseidon also agreed to expand its mitigation plans at the Bolsa Chica Wetlands to achieve 59.2 acres of mitigation credit and to create an artificial reef offshore of Palos Verdes to restore rocky reef habitat buried by recent landslides for an additional 41.3 acres of mitigation credits.</p> <p>To incentivize Poseidon to implement the mitigation measures as quickly as possible, the order prohibits the facility from intaking seawater and discharging return water into the ocean until they have completed several permit requirements to the satisfaction of the SARWQCB including; developing cost estimates, timeline estimates, and completing 60 percent design plans for the mitigation projects.</p> <p>The next step for Poseidon includes seeking permits from the California Coastal Commission (CCC), which is anticipated to occur during the first quarter of 2022.</p>
Shutdowns	<p>Diemer Water Treatment Plant</p> <p>MET is planning to repair a chlorine diffuser pipe at the Diemer WTP which requires a seven-day full-plant shutdown. Shutdown dates are being evaluated by MET staff at this time.</p> <p>Orange County Feeder</p> <p>MET is planning to reline and replace valves in a section of the Orange County Feeder from Bristol Ave to Corona Del Mar – this is the last section of this 80-year-old pipeline to be lined.</p> <p>MET has delayed the relining project and has proposed new shutdown dates of September 15, 2022 through June 15, 2023.</p> <p>Orange County Feeder Extension</p> <p>MET is planning to reline 300-linear feet of the OC Feeder extension affecting the City of Newport Beach, IRWD and LBCWD. MWDOC and the City are meeting with MET staff to review details of the Traffic Control Plan.</p>

	<p>MET has delayed the relining project by one year and has proposed new shutdown dates of June 16, 2023 through July 10, 2023.</p> <p>Orange County Reservoir (OC Feeder)</p> <p>The decommissioning of the Orange County Reservoir has been rescheduled to March 20, 2022 through March 25, 2022. This work will affect the cities of Brea and La Habra.</p> <p>Lake Mathews Facility Shutdown</p> <p>MET is planning rehabilitation work on Lake Mathews facilities from March 14, 2022 through March 23, 2022. Work on Lake Mathews will affect downstream untreated lines. The following agencies will be affected during the shutdown: OCWD, YLWD, Serrano WD, IRWD, TCWD, ETWD, SMWD, MNWD, and the City of San Clemente.</p> <p>Allen-McColloch Pipeline</p> <p>MET has completed 50% of the preliminary design of the AMP PCCP rehabilitation and is expected to be complete with the design by 2023. Preliminary design work currently underway includes identifying priority reaches, developing access locations, conducting geotechnical assessments, modeling a surge analysis, conducting real property assessments, identify permitting requirements and development of a feeder isolation plan. A draft project schedule will be developed at the completion of preliminary design. Rehabilitation of individual reaches will be based on the ongoing condition assessments, priorities, and shutdown scheduling.</p> <p>The first working group meeting with the impacted AMP agencies and MET will be held on September 28, 2021 to coordinate shutdown planning for the 8 miles of AMP pipe that will need to be relined.</p>
Meetings	
	<p>MWDOC staff along with ABS Consulting, IDS Group and Optima RPM participated in several construction progress meetings in the month of November regarding the admin building seismic retrofit and remodel. Weekly progress meetings will continue through the completion of the project.</p>
	<p>Charles Busslinger and Chris Lingad participated in multiple meetings with Ed Means and MET staff in October to discuss the scope of work for the EOCF#2 Emergency Pilot Program.</p>

General Manager Report

WEROC Status Report

Item No. 9b

October 2021

COVID-19 (CORONA VIRUS) COORDINATION

- WEROC continues to monitor the CDC, State and County for changing information and is sharing information with agencies.
- WEROC continues to support agencies with COVID-19 related questions and guidance needs.
- On 10/12, County Health Officer, Dr. Chau, issued a revised local health order to reflect new and recent guidance on COVID-19 School Information. As a reminder, in the 9.28 Health Officer Update Dr. Chau updated the Health Officer order for isolation and quarantine issued by the Centers for Disease Control and Prevention (CDC) and the CDPH. A key update to the health order includes:
 - Persons exposed to COVID-19 and not fully vaccinated are allowed 7-day quarantine with testing or 10-day quarantine without testing

Note: The previous language in the Health Officer Order “ During critical staffing shortages, the following asymptomatic persons who are not fully vaccinated for COVID-19 are not required to quarantine: • Health care providers; • Emergency responder; and • Social service workers who work face to face with clients in the child welfare system or in assisted living facilities.” Is not longer applicable. Everyone has to follow the updated quarantine/isolation order.

- WEROC continues to hold bi-weekly conference calls on Tuesdays with member agencies, as requested by the agencies to continue to support the sharing of information.
- On 10/14, Vicki participated on the White House Intergovernmental Agency Coordination call. There is no update on the timing outside of (within the next few weeks) in which OSHA will release its vaccine mandate for employers with 100 or more employees. CalOSHA is also waiting for this information. Vicki will continue to monitor this call
- California OSHA is working on making the current ETS 3205 procedures permanent. Cal OSHA has [proposed language](#) for the second re-adoption of COVID-19 Prevention Emergency Temporary Standards (ETS). If approved by the Standards Board, the second re-adoption of the ETS would be effective from January 14, 2022 through April 14, 2022.

More information will be released as this project progresses. CalOSHA objective is for the permanent standard to become a part of the Injury and Illness Prevention Program (IIPP).

OCTOBER INCIDENTS/EVENTS

- Oil Spill 10/2 Pipeline P00547 Incident
- Cyber Incident (1 agency)
- Suspicious Package 10/18
- Public Safety Power Shutoff 10/15 Event

Vicki can provide an oral update to WEROC activities specific to each event as required.

COORDINATION/PARTICIPATION WITH MEMBER AGENCIES AND OUTSIDE AGENCIES MEETINGS OUTSIDE OF PROGRAMS AREAS

- On 9/30, Vicki attended the County of Orange Workshop on the County's Strategic Financial Plan, Budget Development Processes, American Rescue Plan Act (ARPA) Funding. the County kicked off its annual strategic financial planning process on August 16, 2021. The 2021 Strategic Financial Plan will be presented to the Board of Supervisors on December 14, 2021. This year's strategic financial planning process will include the County's plan and CEO recommendations on the use of the ARPA funds.
- On 10/4, the WEROC team attended the virtual Orange County Emergency Management Organization (OCEMO). Presentation topics included GIS - Making it work across the County & GIS Program in the city of Irvine.
- On 10/4, Vicki attended the OCEMO Exercise Design meeting. Next year, the Orange County Operational Area will be conducting the Public Information Seminar that was cancelled because of covid. Planning is occurring for the event to occur in March 2022.
- On 10/8, Vicki attended the CalWARN Operations Plan Meeting. This meeting is focused on re-writing the Mutual Assistance plan and will develop training to incorporate for water and waste water agencies.
- On 10/13, Emergency Management Funding Meeting with Assemblyman Freddie Rodriguez Office and the city of San Jose. Vicki was invited to participate as the CESA State President, and representing the interests of special districts. In 2019, City of San Jose sponsored a bill that would of brought money to the emergency management

profession in California for emergency management preparedness and related activities. Unfortunately, due to COVID, AB 291 did not move forward. This meeting was to discuss efforts for the future.

- On 10/14, Vicki attended the CalOSHA Meeting. Topic was related to COVID procedure as it related to the working group that is tasked with creating an permanent standard.
- On 10/20, Vicki presented at the AWWA CA-NV conference during the CalWARN sessions. Vicki presented on Mutual Aid/Assistance and the CalWARN operations plan.
- On 10/25, Janine attended the Operational Area Technology Meeting. Topics covered included the results from the AlertOC regional test, planning for 2022, on line and in person training for AlertOC MOUs, WebEOC training, and Alert and Warning plan update for 2022.
- On 10/25, Vicki attended the SEMS Refresh Project Working Group Meeting. Vicki is representing Special Districts.
- On 10/28, Vicki attended the Mutual Aid Regional Advisory Committee (MARAC) meeting for the Southern Region. Topics included overall regional updates, Alert and Warning Outage Tools, Drought and Recovery update, Sheltering, and Diablo Canyon Highlights.

PLANNING AND PROGRAM EFFORTS

- America's Water Infrastructure Act (AWIA) Project - The final phases of this project continues to progress. Three training sessions on how to maintain the RRA assessments, and how to keep your ERP's as a living document were conducted October 25, 26, 27th. This is one of the last deliverables of AWIA. Vicki is working on the close out process for this project to occur after the beginning of the year.
- AlertOC - County has requested WEROC coordinate the signature, tracking, user update information and coordinate training for those member agencies. Janine continues as the Project Manager work on obtaining the AlertOC MOUs. The County is requesting all Agreements be executed by December 2021. So far three have been returned to WEROC signed.
- 800 Mhz Radio Agreement – Vicki and Daniel continue to assist agencies with questions and the process for executing Joint Agreement for the Operation, Maintenance, and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System. This is the system which fulfills the WEROC radio system and

the MWDOC board approved the agreement at the last board meeting. The County of Orange has requested WEROC to assist with tracking down and getting agencies to sign the agreement.

- Cyber Security - WEROC/Daniel held the first quarterly cyber-working group meeting with member agencies and the OCIAC on October 18, 2020, at the WEROC EOC. Daniel continues to share cyber information received from the OCIAC and DHS with member agencies. Cyber remains an important topic for critical infrastructure.
- NIMS Compliance - On 10/25, Vicki completed the 2021 National Incident Management System (NIMS) Assessment Survey. Jurisdictions are required to maintain adoption and implementation of NIMS in order to receive State and Federal grant funding. The annual compliance tool was submitted to the state.
- Drought – Following the County Emergency Manager, Michelle Anderson contacted WEROC on Wednesday following the Governor Proclamation update from the night before. In collaboration, the following email was sent out to the OA. During the last drought, WEROC and the County collaborated in the creation of a County Drought Task Force. This discussion with the OA will begin at the next OCEDO meeting on November 4th. On the next WEROC conference call we will discuss the information that the California Office of Emergency Services will be tracking and asking for. Our primary function (WEROC) will be to provide a situation summary each month to the state including specific topics.

TRAINING AND EXERCISES

- Training and Exercise Plan for 2022 has been updated. In person classes in ICS, EOC Section Trainings and exercises will resume normal operations January 2022.

**Status of Water Use Efficiency Projects
October 2021**

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In September 2021, 262 residential and 42 commercial smart timers were installed in Orange County. To date, 31,891 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In September 2021, 415 rotating nozzles were installed in Orange County. To date, 571,352 rotating nozzles have been installed through this program.
SoCal Water\$mart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In September 2021, 203 high efficiency clothes washers and 15 premium high efficiency toilets were installed in Orange County. To date, 124,820 high efficiency clothes washers and 60,775 high efficiency toilets have been installed through this program.
SoCal Water\$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In September 2021, no commercial devices were installed in Orange County. To date, 111,402 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 1,284 AFY and 6,335 AF cumulatively.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Turf Removal Program	MWDOC	Ongoing	Ongoing	In September 2021, 11 rebates were paid, representing \$56,396.68 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 23.6 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In September 2021, 2 rebates were paid, representing \$525.22 in rebates paid this month in Orange County. To date, the Spray to Drip Program has converted approximately 1.4 million square feet of standard spray irrigation to drip irrigation.
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water. To date, 178 sites, irrigating a total of 1,654 acres of landscape, have been converted. The total potable water savings achieved by these projects is 3,646 AFY and 17,632 AF cumulatively.

Public & Governmental Affairs Activities Report
September 29, 2021 – October 26, 2021

Member Agency Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Hosted a workshop on Search Engine Optimization (SEO), with guest speakers Mac Clemmens and Maria Lara, for the MWDOC Public Affairs Workgroup • <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> • Distributed a notice from the State Water Resources Control Board with information about the California Water and Wastewater Arrearages Payment Program a • Distributed the Grants Tracking and Acquisition Monthly Report • Responded to questions about COVID funding relief for water providers
Community Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Prepared and distributed October 2021 eCurrents newsletter • Provided rebate information and water-smart gardening resources to Bolsa Chica Conservancy for their native plant event <p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Attended a reception for Metropolitan Water District of Southern California's GM, Adel Hagekhalil • Participated in the OCBC Infrastructure Committee meeting • Attend the OC Water Summit • Attended the Southern California Water Coalition Annual Meeting and dinner • Participated in the ACC-OC Energy, Environment & Water Committee meeting
Education	<p>Public Affairs Staff</p> <ul style="list-style-type: none"> • Participated in the bi-weekly Metropolitan Water District of Southern California's Education Coordinator's meetings • Prepared, hosted, and led the Water Energy Education Alliance (WEEA) Leadership Roundtable Meeting #9 • Met with Metropolitan Water District of Southern California (Metropolitan), Los Angeles Department of Water and Power, and California Environmental Education Foundation to discuss speakers and logistics for the Water Energy Education Alliance (WEEA) Leadership Roundtable Meeting #9 • Met with Metropolitan and Alison Loukeh & Associates to discuss two water workshops for high school science teachers in December • Participated in the California Environmental Literacy Initiative (CAELI) Quarterly Leadership Council meeting • Participated in the bi-weekly CAELI Green Career Innovation Hub • Met with East Valley Municipal Water District to discuss Career Technical Education Externship opportunities for teachers • Met with Orange County Department of Education's Inside the Outdoors to discuss MWDOC Choice School Program progress • Attended the IEWorks virtual Apprenticeship Summit

	<ul style="list-style-type: none"> • Met with Metropolitan Water District of Southern California, Hashtag Pinpoint, and Orange County Department of Education's Inside the Outdoors to discuss education video project • Met with Mesa Water to discuss MWDOC Choice School Programs • Provided information regarding the MWDOC Choice School Programs to the City of Newport Beach, Moulton Niguel Water District, and the City of La Palma • Coordinated requests to receive the MWDOC Choice School Programs with contractors and participating agencies based on interest requests received through the MWDOC website • Provided a quote on the MWDOC Choice School Programs for an article in the Orange County Department of Education Newsroom • Provided the MWDOC Water Awareness Poster Contest flyer for promotion in the Orange County Department of Education's Visual and Performing Arts newsletter
Media Relations	<p>Public Affairs Staff</p> <ul style="list-style-type: none"> • Met with Hashtag Pinpoint to create social media content for Imagine a Day Without Water, including video of a local gym owner's perspective • Collaborated on a new Garden Smart video campaign with Hashtag Pinpoint • Discussed Drought Emergency Proclamation with OC Register
Special Projects	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Hosted the September 30 Water Policy Forum & Dinner with Adel Hadgehkalil at The Westin in Costa Mesa • Completed registration and all event logistics for September 30 Water Policy Dinner • Worked with Orange County Water District to host the 2021 Orange County Water Summit on October 15 • Met with the Wyland Foundation and Saddleback College representatives to discuss City of Westminster Pocket Park project progress <p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Drafted and distributed the ISDOC Quarterly Luncheon Invite • Staffed the WACO meeting featuring speakers from PPIC • Staffed the ISDOC Executive Committee meeting • Made updates to the ISDOC mailing list • Participated in the CSDA Professional Development Committee meeting • Reviewed, updated and posted the County Advocacy Services contract for release and RFP • Staffed the WACO Planning Committee meeting • Invited speakers for an upcoming WACO program on the Colorado River

Legislative Affairs	<p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Attended the OCBC Governmental Affairs Committee meeting • Filed the Quarterly Lobbying Report for state advocacy • Coordinated dates for a meeting with MWDOC Directors and Supervisor Don Wagner • Attended the CMUA Regulatory Committee meeting • Participated in Met's Annual Legislative Planning meeting • Participated in a meeting with Directors Tamaribuchi, Dick and Nederhood with Supervisor Don Wagner, seeking American Rescue Act funding for the WEROC EOC
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