

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATIONS COMMITTEE
August 2, 2021, 8:30 a.m.

Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, MWDOC will be holding all upcoming Board and Committee meetings by Zoom Webinar and will be available by either computer or telephone audio as follows:

Computer Audio: You can join the Zoom meeting by clicking on the following link:
<https://zoom.us/j/8828665300>

Telephone Audio: (669) 900 9128 fees may apply
(877) 853 5247 Toll-free
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>.

PRESENTATION ITEM

1. PRESENTATION BY SANTA MARGARITA WATER DISTRICT ON WATER USE EFFICIENCY MODELING

ACTION ITEM

2. EAST ORANGE COUNTY FEEDER #2 EMERGENCY PILOT PROJECT

DISCUSSION ITEMS

3. UPDATE ON COVID-19 (ORAL REPORT)
4. DEVELOP A RESOLUTION CALLING FOR ENHANCED WATER USE EFFICIENCY EFFORTS TO EXTEND REGIONAL WATER SUPPLIES FOR ORANGE COUNTY RESIDENTS AND BUSINESSES

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. LOCAL LEGISLATIVE ACTIVITIES
 - a. County Legislative Report (Lewis)
 - b. Legal and Regulatory Report (Ackerman)
6. OC WATER SUMMIT UPDATE
7. WATER POLICY DINNER UPDATE
8. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Public and Government Affairs
9. 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.



PRESENTATION ITEM

August 2, 2021

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

FROM: Robert Hunter, General Manager

Staff Contact: Joe Berg

**SUBJECT: PRESENTATION BY SANTA MARGARITA WATER DISTRICT ON WATER
USE EFFICIENCY MODELING**

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

In 2018, Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman) were signed by Governor Brown. These companion bills are designed to implement components of Governor Brown's Executive Order B-37-16 and establish a new, long-term water conservation framework.

At this time the Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) are developing recommendations for the *Water Use Objective* standards on indoor residential use, outdoor residential use, commercial, institutional, and industrial landscape areas with dedicated irrigation meters and distribution system water loss. As the state begins to develop these standards, we have the opportunity to begin to model how water agencies will perform, providing increasing clarity into compliance.

Nate Adams, Water Reliability Planning Manager at the Santa Margarita Water District (SMWD), has been invited to provide a presentation on how the State's preliminary water efficiency standards are shaping the *Water Use Objective* that a water retailer's annual

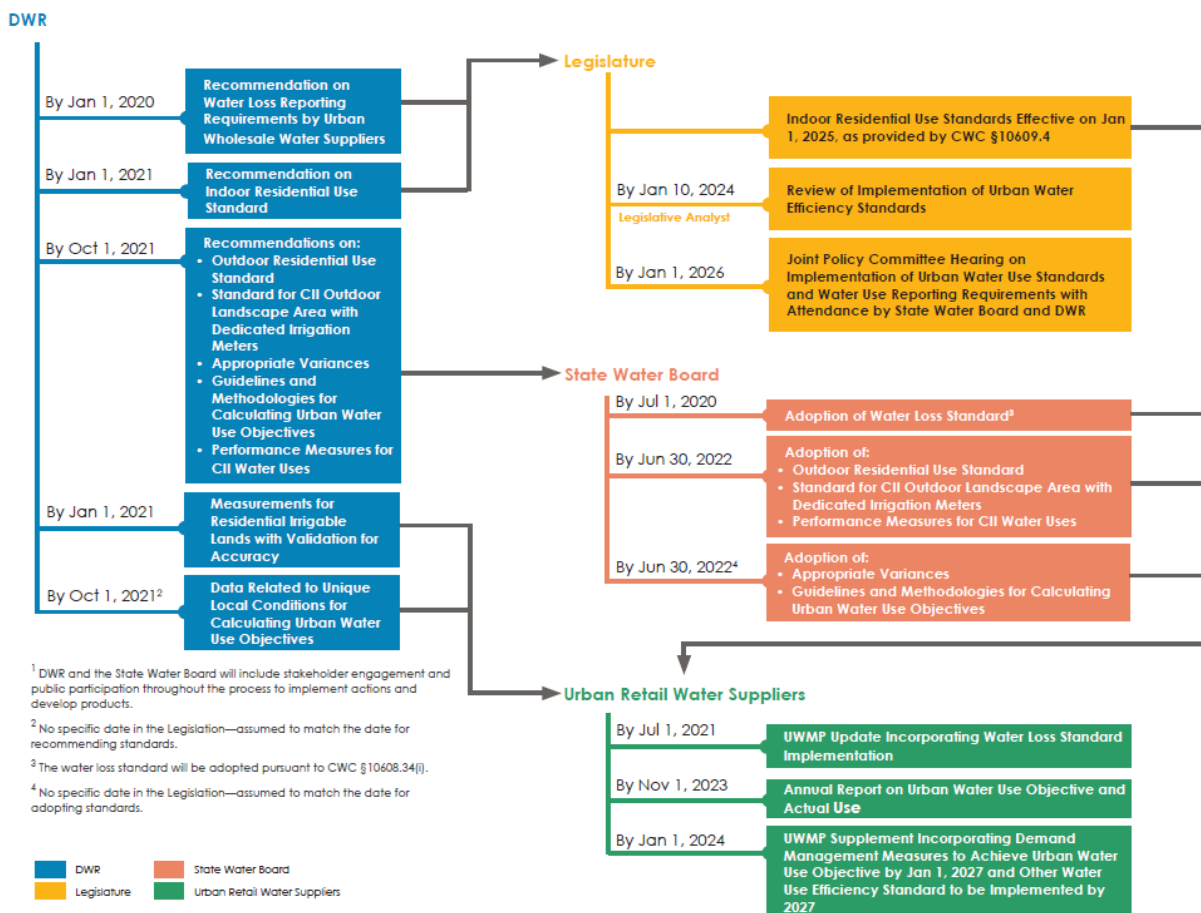
Budgeted (Y/N):	Budgeted amount:	Core ____	Choice ____
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted):			

water use will be compared to. Mr. Adams will also share early modeling efforts for SMWD as an example, along with the model itself, to assess potential compliance strategies and concerns related to these new regulations.

DWR and SWRCB staff recommendations for setting the standards are due by October 2021 and scheduled to be adopted by the SWRCB by June 2022. Of note, retail water suppliers will then be expected to calculate their overall water use objective by January 1, 2024.

The graphic below identifies the major actions, products, and dates (initially) required to implement the water use efficiency standards and urban retail water suppliers annual reporting requirements contained in Senate Bill 606 and Assembly Bill 1668.

Major Actions and Products Required to Implement Water Use Efficiency Standards and Urban Retail Water Supplier's Annual Reporting Requirements¹





ACTION ITEM
August 18, 2021

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

FROM: Robert Hunter, General Manager

Staff Contact: Charles Busslinger

SUBJECT: East Orange County Feeder #2 Emergency Pilot Project

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve an agreement with Means Consulting for work on the East Orange County Feeder #2 Emergency Pilot Project for a total not to exceed amount of \$28,000.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

On April 21, 2021, the MWD OC Board adopted the FY 2021-22 budget that included a description of activities planned for the fiscal year. One of the priorities for the Engineering department included developing the protocols to allow for pumping of local water supplies into the EOCF#2 and other pipelines in an emergency as defined in Metropolitan Water District's (MET) Administrative Code Section 4519 - Emergency Deliveries of Member Agency Water Supplies in Metropolitan's System. MWD OC has long supported adoption of such a change in MET's Administrative Code and has volunteered to work with MET through the various requirements to allow implementation of this section. Staff has begun initial planning for this project, which requires coordination with MET on a number of water quality and operational issues including "all of the requirements, liabilities, and indemnifications of a member agency".

Budgeted (Y/N): Y	Budgeted amount: \$75,000	Core _X_	Choice __
Action item amount: \$28,000	Line item: 21-7010		
Fiscal Impact (explain if unbudgeted):			

Staff is recommending the Board approve a contract with Means Consulting to assist staff with this project due to his background in water quality and his familiarity with the MET system and water operations. Means Consulting will be assisting with facilitation and planning to develop the necessary protocols with MET and MWDOC member agencies for emergency pump-in of local water supplies into the EOCF#2 under MET's Administrative Code.

In May 2021, the Board also approved a list of pre-qualified consultants to assist staff with technical services over the next few years. Means Consulting is included on this Board approved list under all three areas of focus including Engineering, Water Reliability Planning, and Water and Environmental Planning/Management (Bay-Delta Activities).

Staff anticipates needing to bring on additional technical assistance to complete 'desktop' modeling and analysis. The recently completed OC Hydraulic Model will be used for portions of the analysis once a complete scope of work has been agreed to by both MWDOC and MET.

BOARD OPTIONS

Option #1

- Approve entering into an agreement with Means Consulting

Fiscal Impact: \$28,000.00

Business Analysis: The Board has approved up to \$75,000 for FY 2021-22 for work on the EOCF#2

Option #2

- Do not approve the agreement

Fiscal Impact: None

Business Analysis: If the Board does not approve the agreement, staff will select another consultant with the requisite expertise from the approved On-Call list for the EOCF#2 Emergency Pilot Project and return to the Board for approval.

STAFF RECOMMENDATION

Option #1

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated 07/08/2021, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, Means Consulting LLC hereinafter referred to as "**CONSULTANT**" for East Orange County Feeder #2 Emergency Pilot Project Consulting Services hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

DISTRICT hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

B. Independent Contractor

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

CONSULTANT represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

¹ Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

C. **Changes in Scope of Work**

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

II **TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

III **BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

A. **Budgeted Amount for Services**

CONSULTANT is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. **Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

C. **Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

Notices shall be made as follows:

Municipal Water District of Orange County
Robert J. Hunter
General Manager
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708

Means Consulting LLC
Edward G. Means III
Founder and President
2100 Serrano Ave
Newport Beach, CA 92661

D. Billing and Payment

CONSULTANT's fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

CONSULTANT shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

IV DOCUMENTS

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

V TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

A. Workers' Compensation Insurance

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

CONSULTANT and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

B. Professional Liability Insurance

CONSULTANT shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

C. Other Insurance

CONSULTANT will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

VII INDEMNIFICATION

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.

- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall immediately reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

CONSULTANT's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethics Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

IX PERMITS AND LICENSES

CONSULTANT shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

X LABOR AND MATERIALS

CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

CONSULTANT understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

B. No Disclosure of Confidential Materials

CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

C. Protections to Ensure Control Over Materials

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

CONSULTANT hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT** or **DISTRICT's** designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

XIII EQUAL OPPORTUNITY

DISTRICT is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

XIV INTEGRATION OF ALL OTHER AGREEMENTS

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this **AGREEMENT** or any related contract or other document necessary for the performance of this **AGREEMENT** including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders and notices.

XVI ATTORNEYS' FEES

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

XVII JURISDICTION AND VENUE SELECTION

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

IN WITNESS WHEREOF, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

APPROVED BY:

Date

Robert Hunter, General Manager
Municipal Water District of Orange County
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708
(714) 963-3058

CONSULTANT ACCEPTANCE:

Date 7/15/21

Means Consulting, LLC
Edward G. Means III, Founder and President
2100 Serrano Avenue
Newport Beach, CA 92661
(949) 439-9120
Tax I.D. # 27-3203826

Internal Use Only:Program No.

Line Item:

Funding Year:

Contract Amt.:

Purchase Order #

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
----------------------	--------------------

§7100 PURPOSE

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

§7101 RESPONSIBILITIES OF BOARD MEMBERS

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.

5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

Motion - 7/21/93; Motion - 8/18/93;

§7106 USE OF CONFIDENTIAL INFORMATION

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from

soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

Please note If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

**SCOPE OF WORK, TERMS OF AGREEMENT
AND TERMS AND CONDITIONS FOR BILLING**

Means Consulting, LLC Edward G. Means III, President 2100 Serrano Avenue Newport Beach, CA 92661 Tax I.D. #27-3203826
--

1. Term – Commencement July 1, 2021 Termination June 30, 2022
2. Fees/Rates to be billed – \$275/hr
3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$28,000. **CONSULTANT's** fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.

4. Scope of Work/Services –

The following scope of services for Means Consulting LLC are anticipated for the East Orange County Feeder #2 Emergency Pilot Project:

- Review and refine consultant scopes of work
- Participate in project conference calls as requested
- Participate in/facilitate key project meetings including meetings with Metropolitan Water District of Southern California, MWDOC member agencies, State Water Resources Control Board Division of Drinking Water, Orange County Water District and others, as invited
- Conduct project administration (billing/invoicing)
- Review consultant work product

5. Consultant Representative: Edward G. Means III



MEANCON-01

PBARNETT

DATE (MM/DD/YYYY)

12/18/2020

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Clarke Marine Insurance Services
245 Fischer Avenue
Suite D-8
Costa Mesa, CA 92626

CONTACT
NAME:
PHONE
(A/C, No, Ext): (714) 444-2679 FAX
(A/C, No): (714) 444-0176
E-MAIL
ADDRESS: info@cmgis.com

INSURED

Means Consulting, LLC
2100 Serrano Avenue
Newport Beach, CA 92661

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Company	33138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			LHC841852	12/13/2020	12/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			LHC841852	12/13/2020	12/13/2021	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as their interest may appear if required by written contract with the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Municipal Water District of Orange County
Attn: Robert Hunter
18700 Ward Street
Fountain Valley, CA 92708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY 18700 WARD ST FOUNTAIN VALLEY, CA USA 927086930	Named Insured: MEANS CONSULTING, LLC 2100 SERRANO AVE NEWPORT BEACH CA 92661-1526
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648110840			
<input type="checkbox"/> 1 -- Any Auto	<input type="checkbox"/> 2 -- Owned Autos Only	<input type="checkbox"/> 3 -- Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 -- Owned Autos Subject to No Fault	<input type="checkbox"/> 6 -- Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 -- Specifically Described Autos	<input checked="" type="checkbox"/> 8 -- Hired Autos Only	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9 -- Nonowned Autos Only
Policy Effective Date: 12-19-2020		Policy Expiration Date: 12-19-2021	
Limits of Insurance: \$1,000,000		Combined Single Limit (each accident)	
BI Per Person		BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
Interested Party Type: Additional Insured - Project Owner			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

Producer: CHERYL J. BINNS	Date: 10-05-20
Authorized Representative:	



Includes copyrighted material of Insurance Services Office, Inc., with its permission



DISCUSSION ITEM

August 2, 2021

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

FROM: Robert Hunter, General Manager

Staff Contact: **Harvey De La Torre**
Alex Heide

**SUBJECT: DEVELOP A RESOLUTION CALLING FOR ENHANCED WATER USE
EFFICIENCY EFFORTS TO EXTEND REGIONAL WATER SUPPLIES FOR
ORANGE COUNTY RESIDENTS AND BUSINESSES**

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee discuss this item and provide direction to staff on developing a Resolution calling for enhanced water use efficiency efforts in Orange County for adoption at either the August 18 or September 15 Board meeting.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Drought conditions are persisting for both the state of California and the Colorado River Basin, resulting in impacts to imported water supplies into the Metropolitan (MET) service area. Fortunately, past investments and water use efficiency efforts have provided MET with sufficient dry-year storage to meet demands of the current year. However, with Governor Newsom issuing an Executive Order calling for a statewide voluntary reduction of 15% from 2020 water use levels, it is anticipated that MET will move to a *Condition 2 – Water Supply Alert* at the August 17 MET Board Meeting.

Budgeted (Y/N): N/A	Budgeted amount: None	Core <u>X</u>	Choice <u> </u>
Action item amount: N/A	Line item:		
Fiscal Impact (explain if unbudgeted):			

To respond to this change, MWDOC staff recommends that a resolution be developed by the MWDOC Board to support both the Governor's and MET's call for enhanced water use efficiency efforts for adoption at either the August 18 or September 15 MWDOC Board meeting.

Additionally, as part of that action, MWDOC could activate Level 2 of its Water Shortage Contingency Plan, adopted as part of our 2020 Urban Water Management Plan, to support communication and collaboration with our member agencies on drought related activities.

REPORT

The state of California is currently in its second year of drought, and is experiencing record-breaking temperatures and extremely dry soils, leading to large and unexpected reductions in runoff water from the State's snowpack. Facing these conditions, earlier this year the Department of Water Resources provided notice to the State Water Contractors that they would be reducing the "Table A" State Water Project (SWP) Allocation from 10% to 5%, tying with 2014 for the lowest allocation on record. With the National Weather Service's Three-Month Outlook showing above normal temperatures and below normal precipitation for California through October, it is expected that the next water year will also start off with dry conditions and a very low "Table A" SWP Allocation.

In the Colorado River Basin, water levels in Lake Mead are at historic lows due to drought conditions spanning more than two decades, pushing the reservoir below elevation 1,075 feet and likely triggering the first ever shortage condition on the Colorado River. Similar to conditions seen on the SWP, major runoff reductions from snowpack have been observed in recent years due to higher than average temperatures and extremely dry soils.

It is important to note that while historically dry conditions exist in both California and the Colorado River Basin, the impacts seen from the drought are not distributed among water suppliers equally. In the state of California, the suppliers currently most impacted are those within the Russian River Watershed, Scott and Shasta River Watershed, and the Sacramento-San Joaquin Delta Watershed; all of which have emergency regulations initiated by the State Water Resources Control Board. On the Colorado River, the states of Arizona and Nevada will see shortage reductions when Lake Mead reaches below elevation 1,090 feet, with California not seeing reductions until the elevation is below 1,045 feet. While impacts to water suppliers vary based on local conditions, on July 8th Governor Newsom issued an executive order calling for a statewide voluntary 15% reduction in water use from 2020 levels.

Metropolitan's Response to Dry Conditions

MET is well positioned to manage the current dry conditions with a projected year-end balance of 2.5 million acre-feet in dry-year storage. Even with the high levels of storage in the system, MET has taken several actions to address dry year conditions and further preserve system storage. These actions include:

- Seeking to purchase 37,000 acre-feet of SWP transfers
- Withdrawing over 650,000 acre-feet from dry-year storage programs
- Maximizing the deliveries of Colorado River water supplies within the MET system

While MET is well positioned to meet these challenges, there are portions of MET's service area that are constrained to utilizing only SWP water. Therefore, any further actions that reduce imported water demands and preserve storage will aid those constrained areas of the system.

Moreover, in response to the Governor's call for a 15% voluntary reduction in water use from 2020 levels and to further preserve system storage, MET is anticipated to move from a *Condition 1 – Water Supply Watch* to a *Condition 2 - Water Supply Alert* at their August 17 Board Meeting. As noted below, *Condition 2* includes a regional call for conservation through drought ordinances as well as a call for increased drought messaging and accelerating demand management activities.

<u>BASELINE</u> Water Use Efficiency	Ongoing conservation, recycling, and outreach to <u>build</u> storage
<u>CONDITION 1</u> Water Supply Watch	Local agency voluntary dry-year conservation measures and <u>use</u> of regional storage reserves
<u>CONDITION 2</u> Water Supply Alert	Regional call for conservation through drought ordinances and other measures to <u>mitigate use</u> of storage
<u>CONDITION 3</u> Water Supply Allocation	Implement Water Supply Allocation Plan: Level: 1 2 3 4 5 6 7 8 9...

MWDOC's Response to Dry Conditions

With MET's anticipated move to a *Condition 2- Water Supply Alert*, MWDOC could take a similar action as what was done during the last drought in 2014. As such, MWDOC staff would prepare a resolution calling for enhanced water use efficiency efforts in Orange County, with adoption at either the August 18 or September 15 Board meeting, and contingent on MET's drought actions.

Additionally, as part of the 2020 Urban Water Management Plan process, the MWDOC Board adopted a 2020 Water Shortage Contingency Plan (WSCP), which outlines MWDOC's response to shortage conditions. In order to align with the Governor's call for a voluntary 15% reduction in water use from 2020 levels, MWDOC could activate Level 2 (shortage of up to 20%) of its WSCP.

Activating Level 2 of the WSCP would entail:

- MWDOC notifying its member agencies - due to drought, to make more efficient use of water and respond to existing water conditions, a consumer imported demand reduction of up to 20% is necessary.
- Following the WSCP Communications protocols, which includes strategies and tactics to improve MWDOC's communication of drought related messaging. These actions include increased conservation messaging, enhanced coordination with the member agencies, and the promotion of water use efficiency programs.

Attachment: Governor Newsom's Executive Order for 15% voluntary reduction

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-21

WHEREAS communities across California are experiencing more frequent, prolonged, and severe impacts of climate change including catastrophic wildfires, extreme heat and unprecedentedly dry conditions that threaten the health of our people, habitat for species and our economy; and

WHEREAS severe drought afflicts the American West and increasingly warming temperatures driven by climate change exacerbate harmful drought effects including disruption of drinking water and irrigation supplies, degradation of fish and wildlife habitat, and heightened flammability of wildland vegetation; and

WHEREAS on April 21 and May 10, 2021, I issued proclamations that a state of emergency exists in a total of 41 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS today, I issued a further proclamation of a state of emergency due to drought conditions in nine additional counties (Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz), and directed state agencies to take further actions to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems; and

WHEREAS drought conditions present urgent challenges, including the risk of drinking water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, adverse impacts on fisheries, and additional water scarcity if drought conditions continue into next year; and

WHEREAS agriculture is an important economic driver in California that has made significant investments in irrigation efficiencies such that nearly 70 percent of the nation's farmland using drip and micro-irrigation is located in California, and despite that investment, many agricultural producers are experiencing severe reductions in water supplies and are fallowing land in response to current dry conditions; and

WHEREAS action by Californians now to conserve water and to extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years; and

WHEREAS during the 2012-2016 drought, Californians did their part to conserve water, with many taking permanent actions that continue to yield benefits; per capita residential water use statewide declined 21 percent between the years 2013 and 2016, and has remained on average 16 percent below 2013 levels as of 2020; and

WHEREAS local water suppliers and communities have made strategic and forward-looking investments in water recycling, stormwater capture and reuse, groundwater storage and other strategies to improve drought resilience; and

WHEREAS there is now a need to augment ongoing water conservation and drought resilience investments with additional action to extend available supplies, protect water reserves in case drought conditions extend to a third year and maintain critical flows for fish and wildlife.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, do hereby issue the following order to become effective immediately.

IT IS HEREBY ORDERED THAT:

- 1) To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, and to join existing efforts by agricultural water users, public water systems, and governmental agencies to respond to water shortages, I call on all Californians to voluntarily reduce their water use by 15 percent from their 2020 levels. Commonsense measures Californians can undertake to save water and money include:
 - a. Irrigating landscapes more efficiently. As much as 50 percent of residential water use goes to outdoor irrigation, and much of that is wasted due to evaporation, wind, or runoff caused by inefficient irrigation methods and systems. Watering one day less per week, not watering during or immediately after rainfall, watering during the cooler parts of the day and using a weather-based irrigation controller can reduce irrigation water use, saving nearly 8,800 gallons of water per year.
 - b. Running dishwashers and washing machines only when full. Full laundry loads can save 15–45 gallons per load. Full dishwasher cycles can save 5–15 gallons per load.
 - c. Finding and fixing leaks. A leaky faucet that drips at the rate of one drip per second can waste nearly 3,200 gallons per year.
 - d. Installing water-efficient showerheads and taking shorter showers. Keeping showers under five minutes can save 12.5 gallons per shower when using a water-efficient showerhead.
 - e. Using a shut-off nozzle on hoses and taking cars to commercial car washes that use recycled water.

The State Water Resources Control Board (Water Board) shall track and report monthly on the State's progress toward achieving a 15-percent reduction in statewide urban water use as compared to 2020 use.


- 2) State agencies, led by the Department of Water Resources and in coordination with local agencies, shall encourage actions by all Californians, whether in their residential, industrial, commercial, agricultural, or institutional use, to reduce water usage, including through the statewide Save Our Water conservation campaign at SaveOurWater.com, which provides simple ways for Californians to reduce water use in their everyday lives.
- 3) The Department of Water Resources shall monitor hydrologic conditions such as cumulative precipitation, reservoir storage levels, soil moisture and other metrics, and the Water Board shall monitor progress on voluntary

conservation as ongoing indicators of water supply risk that may inform future drought response actions.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of July 2021.



GAVIN NEWSOM
Governor of California

ATTEST:



SHIRLEY N. WEBER, PH.D.
Secretary of State

The County of Orange Report

Prepared for the MWD OC P&O Committee

July 27, 2021
by Lewis Consulting Group



Update

July 13th Board of Supervisors Meeting

The July 13th meeting of the Board of Supervisors was a mirror opposite of the June 22nd “meaty” meeting. The meeting was relatively short and lacking in controversial issues. The major highlight was the opening up of the main meeting room to the public. Face masks were not required, but attendees self-attested to their vaccinated status. Given that many in attendance spoke in opposition to the COVID-19 vaccine, it is hard to believe that self-attestation in all cases was truthful. A number of speakers took issue with vaccinated Supervisor Katrina Foley who wore a mask at the meeting. Foley was accused of “virtue signaling”, and others pointed out that her masking undermined her argument of the effectiveness of the vaccine and provided ammunition to those who chose not to receive the vaccine.
















Update

The July 14th meeting of LAFCO was brief and with one exception, devoid of controversy. Adoption of the 2021-2022 OCLAFCO Work Plan was at the top of the agenda and the agenda going forward focuses on five areas. The five areas are: Project Applications, the 4th Sphere of Influence and Municipal Service Reviews, dealing with unincorporated areas, South Orange County governance and enhanced communication.

The one interesting controversy that took place centered around the granting of a contract to prepare a MSR focused on Newport Harbor and Tidelands Patrol Service. Orange County Sheriff Barnes opposes another review and the final vote was postponed a month to accommodate him, however, the request from the City of Newport Beach appears in order and should be approved in the future.

Is Recall Turning?

Through mid-June every poll, save two Republican polls, showed the recall effort going down to defeat. However, with a worsening drought, crime on the rise and the Delta COVID-19 variant creating renewed fear, previously reliable NO ON RECALL voters may be less enthused about voting. Perhaps the NEW Emerson poll (see below) taps into that sentiment.

Poll source	Date(s) administered	Sample size ^[a]	Margin of error	Yes on recall	No on recall	Other	Undecided
Change Research (D) 	June 11–16, 2021	1,085 (RV)	± 3.0%	40%	54%	–	6%
Moore Information Group (R)  ^[A]	June 1–3, 2021	800 (RV)	± 3.0%	44%	50%	–	6%
		682 (LV)	± 4.0%	49%	46%	–	5%
Tulchin Research (D) 	May 21–30, 2021	1,500 (RV)	± 2.5%	37%	50%	–	13%
		1,168 (LV)	± 2.9%	38%	52%	–	9%
Public Policy Institute of California 	May 9–18, 2021	1,074 (LV)	± 4.2%	40%	57%	–	3%
Berkeley IGS 	April 29 – May 5, 2021	10,289 (RV)	± 2.0%	36%	49%	–	15%
		7,943 (LV)	± 2.3%	42%	50%	–	8%
SurveyUSA 	April 30 – May 2, 2021	642 (RV)	± 5.3%	36%	47%	–	17%
McLaughlin & Associates (R)  ^[B]	April 15–19, 2021	1,000 (LV)	± 3.1%	45%	45%	–	10%
Public Policy Institute of California 	March 14–23, 2021	1,174 (LV)	± 3.9%	40%	56%	–	5%
Probolsky Research (R) 	March 16–19, 2021	900 (RV)	± 3.3%	40%	46%	–	14%
		900 (LV) ^[b]	± 3.3%	35%	53%	–	13%
Emerson College 	March 12–14, 2021	1,045 (RV)	± 3.0%	38%	42%	6% ^[c]	14%
WPA Intelligence (R)  ^[C]	February 12–14, 2021	645 (LV)	± 3.9%	47%	43%	–	10%
Berkeley IGS 	January 23–29, 2021	10,357 (RV)	± 2.0%	36%	45%	–	20%
		7,980 (LV)	± 2.4%	36%	49%	–	15%
Remington Research (R)  ^[D]	March 17–18, 2019	1,303 (LV)	± 2.7%	31%	52%	–	17%

Recall Race Tightens, Elder Leads Replacement Candidates

The most recent poll conducted by Emerson University indicates a tightening race in the Gavin Newsom recall and good news for recently qualified GOP candidate Larry Elder.

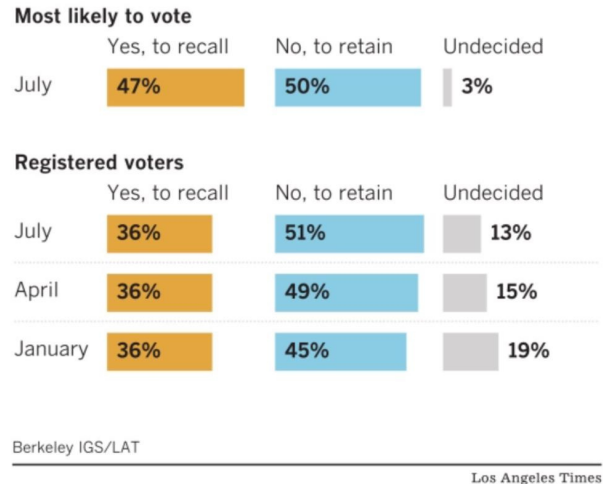
The poll of 1,000 registered Californians was conducted July 19th & 20th and has a margin of error of +/- 2.9%. The poll found growing discontent with Governor Newsom's performance in dealing with a number of California issues. As a result, 43% of Californians support the recall effort, while 48% oppose. The poll also found Republican media commentator Larry Elder with a lead among the 46 candidates who appear on the recall ballot.

WHICH CANDIDATE WOULD YOU VOTE FOR TO REPLACE GOVERNOR GAVIN NEWSOM IF HE IS RECALLED?

JOHN COX	6%
LARRY ELDER	16%
KEVIN FAULCONER	6%
CAITLYN JENNER	4%
KEVIN KILEY	4%
KEVIN PAFFRATH	2%
UNDECIDED	53%
SOMEONE ELSE	8%

This Just In . . . L.A. Times Poll, Recall is Close

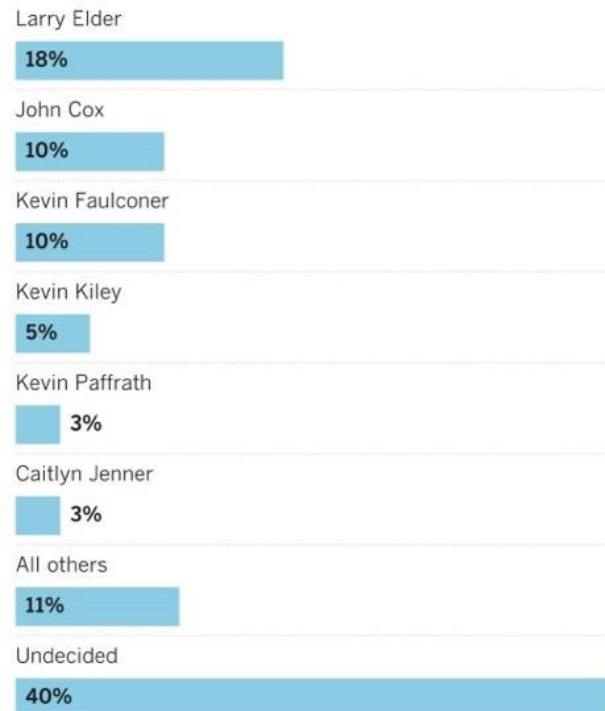
Poll: How Californians intend to vote in the recall election



Elder leads recall challengers

Radio host Larry Elder received the most support from likely voters.

First choice of likely voters



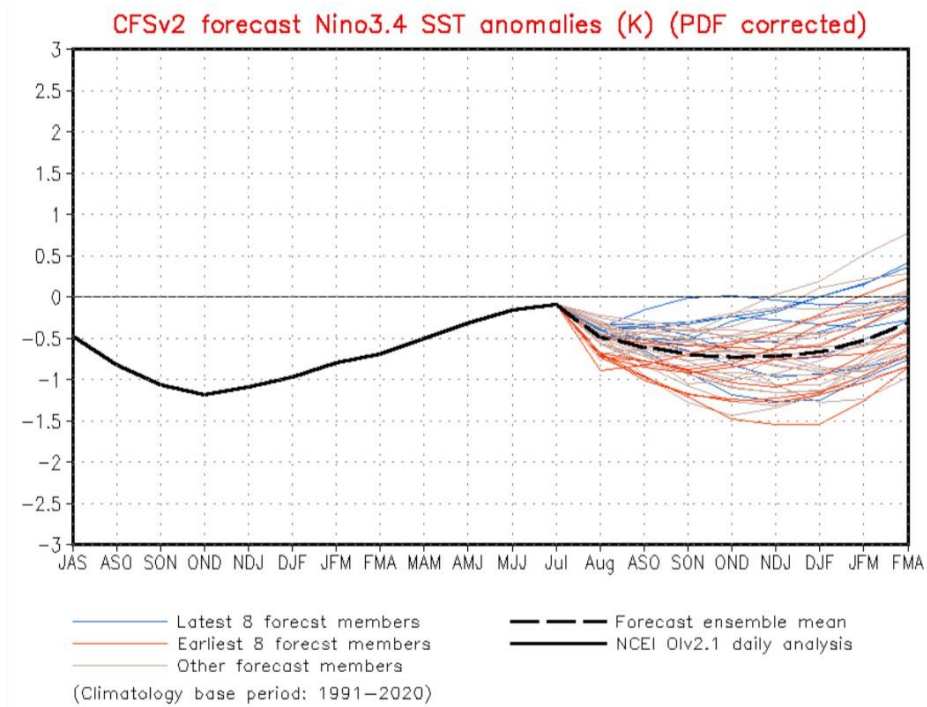
An Uptick of COVID-19 Cases in the County

A month ago it appeared COVID-19 was on its way out in Orange County. The Delta variant has sparked a rebound in cases. According to the County's latest statistics on July 26, 2021 there were 48 cases in the ICU. Two months ago the ICU number had dwindled to single digits.

ORANGE COUNTY COVID-19 STATS	AS OF 7/26/2021	AS OF 6/8/2021
CUMULATIVE CASES TO DATE	262,071	255,504
CUMULATIVE DEATHS TO DATE	5,139	5,088
DEATHS REPORTED TODAY	1	5
CUMULATIVE TESTS TO DATE	4,285,226	3,978,376
TESTS REPORTED TODAY	20,487	5,569
CASES CURRENTLY HOSPITALIZED	194 *	54 *
CASES CURRENTLY IN ICU	48	7
CUMULATIVE RECOVERED TO DATE	251,082	249,407 *

* = INCLUDES ICU CASES

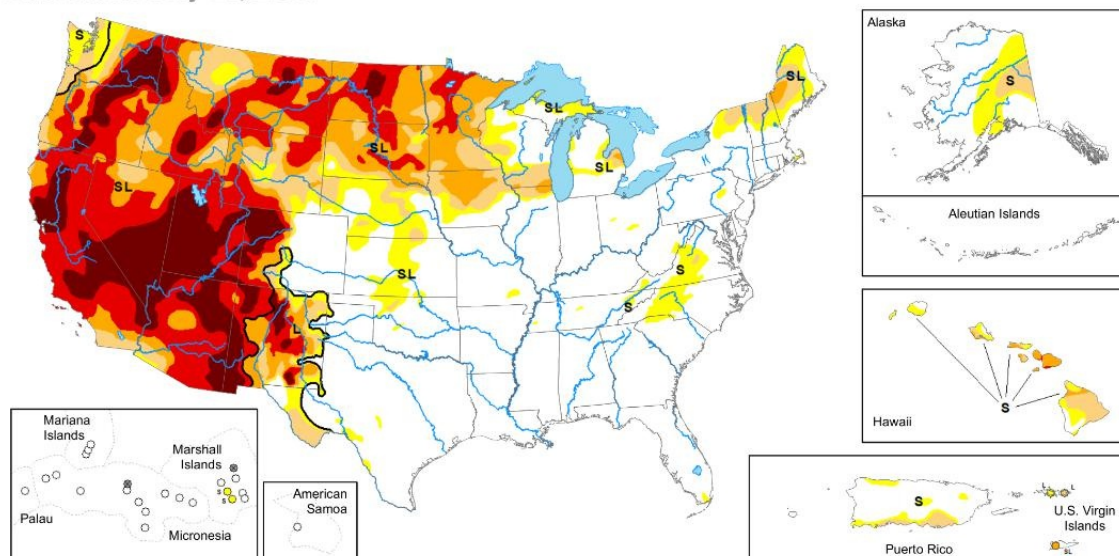
NOAA Predicts Return of La Niña



Monsoons Provide Minor Drought Relief

Map released: July 22, 2021

Data valid: July 20, 2021



ACKERMAN CONSULTING

Legal and Regulatory

August 2, 2021

1. **Water Theft:** Water theft has been increasing from LA to Marin County to Mendocino. Some thefts particularly in the Antelope Valley have been crashing the water systems, tripling normal loads, drawing down storage tanks and breaking water mains. The cause is illegal marijuana farms. You have probably watched the coverage of the LA Sheriff busting many large farms in the Valley. What they did not report was the damage to the water systems. Using trucks to pump water from rivers and lakes, stealing water from homes and farms, tapping into wells and existing water systems, taking over water hydrants. The disruption and cost of repair is mounting up. The illegal growers estimate the water loss in LA, Riverside and San Bernardino Counties to be over 5 million gallons per day for some time. Enforcement has been difficult as many of these growers are quite mobile and just move to a new location.
2. **Marijuana Water Use Low:** UC Berkeley did a report comparing marijuana water use to other crops. Their conclusion was that weed is not as thirsty as previously thought. There are 8000 legal growers and 15,000 illegal farms in California. Legal farms tend to be larger than the illegal ones. Therefore, the data is not very conclusive. It is estimated the weed uses as much water as tomatoes. They also looked at the high value crops and concluded that marijuana is one of them. Each gallon of water produces about \$7 value. For tomatoes, one gallon of water produces an average of 1 cent. Surprise, surprise>>>
3. **Tribes Aid Drought:** The drought contingency plans regarding the use of the Colorado River are very difficult and contentious and involve many states and other stakeholders. One of those participants is the Colorado River Indian Tribes. While they have historical rights, they have been instrumental in reaching key agreement. For substantial payments, they have agreed to fallow 15 square miles of land. This made it possible to take care of some of Arizona's critical needs and come to an overall agreement. Part of the consideration for the Tribes is money to improve their water infrastructure system, which dates back to 1867. In that year, the US Bureau of Indian Affairs built their first system. They hope to have this system in place to accommodate future wet years.
4. **Tahoe Stays Murky:** Lake Tahoe continues to have clarity issues. Although 2020 readings are comparable to prior years, the overall trend is not healthy. Warmer surface temperatures continue to produce Cyclotella, a small algae cell. Add this to increase silt and dirt from tourism and you have a bad mix, which makes the Lake murky. The super mix also included nutrients that attract other critters and organisms creating even more murk. The condition is seasonal as last year some days produced clarity down to 80 feet, with other days about 50. The average for last year was about 63 feet.

5. **Salt Lake Smaller:** The Great Salt Lake in the Utah desert used to cover an area the size of Delaware. While it has been the largest natural lake west of the Mississippi River, it has been shrinking for many years. This year it may hit a 170-year low mark. For a long time, water that traditionally flowed into the Lake has been diverted to crops and homes. While the Lake is big, it is only 35 feet at its deepest point. Thus, less water means more exposed shoreline and exposure of islands in the Lake itself. Normal snow runoff raises the level about two feet. This year it raised only 6 inches. This is putting migration birds also at risk. The good news, when compared to the dust problem at Owens Lake in California, is the crust of the Salt Lake is much harder than Owens and less susceptible to windblown toxic dust. However, the dust that is created in Utah is blown to the snow areas, which makes the snow, melt much quicker and before the normal season. The current debate is now much current diversion could or should be returned to the Lake. To do that means less for the farmers and home developers.
6. **Anaheim Hills Landslides:** You may recall the landslides that occurred in 1993 in the Nohl Ranch area of Anaheim Hills. That area has a history of landslides going back thousands of years. The 1993 slides that took out many houses and threatening the integrity of the soil condition in the areas. The result at the time was to create a special district to manage the situation. After the City put in \$3.5 million, which along with other funds, put in a pump and drainage system to the control the rainy times. The current district, the Santiago Geologic Hazard Abatement District, is running out of money and suggest an assessment of about \$900 per year from the homeowners to continue the protection. The homeowners voted it down and wants the city to pay. They claim that City roads and utility systems are impacted and therefore they should contribute. The City disagrees and litigation has been commenced.
7. **Meter the Farmers:** Many water agencies are considering requiring farmers to meter their water use on their wells and other connection points. Santa Cruz County, Pajaro Valley, Watsonville are looking at forcing meters on farmers, and implementing a fee structure in some cases. They base their action on the States implementation of the Sustainable Groundwater Management Act, which has similar long- term requirements. Their studies show that the mere fact of having meters can reduce consumption for farmers. The fee structure is already raising complaints. One nut producer in Southern Cal is already paying \$2130 per acre-foot and is considering doing something else with his farmland. In Pajaro Valley, some farmers are paying \$246 per acre-foot, which is much lower but still more than when they got the water free.
8. **Water Moratoriums:** Governor Newsom has declared a need for millions of new homes and over a hundred thousand affordable homes. He has also declared drought conditions for much of the State. Marin County is considering a moratorium on new water connections. The mere consideration of such a proposal has already stopped one housing project and is threatening another. None of these types of projects can get financing if water is not secured. In 2014, a similar moratorium was tried by the state. It was contested by Hidden Valley Lake near Sacramento who eventually prevailed. The larger threat may be more ammunition for the no-growers in their NIMBY suits. Adding water needs to other environmental concerns is an easy matter. There is legislation pending in Sacramento to exclude affordable housing projects from any type of moratoriums. More to follow.
9. **Nanorobots Clean Water:** University of Colorado is researching the use of nanoswimmers to clean water and deliver drugs in the body. These synthetic nanorobots (also called Janus particles) are composed of polymer or

silica, which have different chemical properties of each side of their sphere. The combination takes energy from the environment, which gives it forward motion in their medium. Their makeup creates chemical reactions wherever they are which has shown to remove toxic material from soil and water. The propulsion element also allows them to be used in the body to deliver drugs to specific organs and parts of the body. These bots are smaller in width than a human hair. The models have proven very successful and are now being scaled up. Amazing stuff that could clean water and cure your body with a similar robot!!

10. **Clean Mars Water:** UC Riverside has developed a catalyst that can remove toxic chemicals from water here and make Martian soil safe for agriculture. Perchlorate, a mixture of chlorine and oxygen, occurs naturally in our soil and on Mars. Perchlorate is already used in rocket fuel, munitions, flares and airbags. Using a common fertilizer and another chemical palladium breaks down perchlorate by a 99.9% factor. The Mars angle is that this process also produces oxygen, which is needed for space travel and growing crops for long journeys.
11. **High Water Users:** Pacific Institute has listed the top ten agricultural users. This data is for 2015, which is the most recent year the State has complete data. They believe that the data is probably still close to accurate for today. 1. Pasture (4.9-acre feet of water per year per acre), 2. Almonds and pistachios (4.5) 3. Alfalfa (4.5), 4. Citrus (4.2), 5. Sugar beets (3.9), 6. Other fruits (3.7), 7. Cotton (3.7), 8. Onions, garlic (2.9), 9. Potatoes (2.9), 10. Vineyards (2.8). Marijuana use is estimated due to incomplete records at 1.4. Almost 85% of all employees in agriculture are from fruits, nuts and vegetables, which is about one-half of all California's irrigated acreage.



INFORMATION ITEM

August 2, 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

More than 200 attendees are expected for the 2021 OC Water Summit, which will be held on Friday, October 15th, at Disneyland's Grand Californian Hotel. Approximately 180 have registered at the time of this report. Including purchased tables, nearly \$35,000 has been secured in sponsorships for the event. Staff continues to book and confirm speakers for the conference that will include sessions on water supply, Contaminants of Emerging Concern (CECs), technological advancements in weather forecasting, and local resources.

The preliminary draft program is attached for reference.

The next meeting of the OC Water Summit Ad Hoc Committee is scheduled for August 9th.



2021 SUMMIT PROGRAM REGISTER SPONSOR 2019 SUMMIT

2021 OC Water Summit Program*

8:00 – 8:05 a.m.

Welcome

Welcome address by Directors Sheldon and Thomas, followed by the Pledge of Allegiance and introduction of Master of Ceremonies.

- Stephen Sheldon, President, Orange County Water District
- Jeffery Thomas, Director, Municipal Water District of Orange County
- Fritz Coleman, Master of Ceremonies

8:05 – 8:45 a.m.

Water Prediction—Collaboration Yields Increased Supplies

Weather forecasting is nothing new, but recent advancements in forecasting are aiding stormwater capture and flood control efforts. From Lake Mendocino to Prado Dam, improved water and weather forecasts allow for more effective management of reservoirs. Learn more about this public-private collaboration that has gained support for developing Forecast Informed Reservoir Operations.

- Moderator: Fritz Coleman
- Marty Ralph, PhD., Director, Center for Western Weather and Water Extremes, Scripps Institution of Oceanography
- Col. Julie A. Balten, 63rd Commander, Los Angeles District, US Army Corps of Engineers (Invited)
- Grant Davis, General Manager, Sonoma Water

8:45 – 9:40 a.m.

The Best Defense to Drought is Water Supply

Forty-two percent of California is experiencing drought and reservoirs are at historic lows. While Orange County is well prepared for dry conditions, it still must battle with decreased water allocations. Yet, the state has not invested in large scale water infrastructure in decades. Why? What challenges stand in the way? A panel of experts will lay it all on the table as they debate California's best course of action to sustainably increase its water supply.

- Steven Greenhut, Author, The Water Wars
- Jennifer Pierre, General Manager, State Water Contractors (To be invited)
- Brenda Burman, Executive Strategy Advisor, Central Arizona Project (To be invited)

9:40 – 10:00 a.m.

BREAK

10:00 – 10:40 a.m.

PFAS—Where are We Now?

In 2019, PFAS became a critical issue for the water industry. The Orange County Water District has led the way in exploring how PFAS can be removed from groundwater supplies. Hear from the experts who are researching, designing and constructing PFAS treatment in Orange County.

- Moderator: Jason Dadakis, Executive Director of Water Quality and Technical Resources, OCWD
- Patricia Tinnerino, Account Manager-Environmental Solutions, Evoqua Water Technologies
- Scott Grieco, Ph.D., P.E., Global Technology Leader, Jacobs
- Kirk Harns, Owner, Pacific Hydrotech

10:40 a.m. – 11:20 a.m.

The Santa Ana River—What's Coming Downstream?

What's happening in the upper watershed affects Orange County. Learn what's in store for Southern California's largest river and how this will impact us downstream.

- Moderator: Jeff Mosher, General Manager, Santa Ana Watershed Project Authority
- Shivaji Deshmukh, P.E., General Manager, Inland Empire Utilities Agency
- Heather Dyer, CEO and General Manager, San Bernardino Valley Municipal Water District
- Todd Corbin, General Manager, Riverside Public Utilities
- Mike Markus, General Manager, Orange County Water District

11:20 a.m - 12:15 p.m.

19 Million People, 26 Agencies—Will the Plan Serve All?

Hear from the Metropolitan Water District of Southern California (MET) about its recently completed Integrated Water Resources Plan (IRP). What's in it and does it guarantee a reliable water system for generations to come. Does the audience agree? Hear stakeholder questions tackled live on stage.

- Adel Hagekhalil, General Manager, Metropolitan Water District of Southern California

12:15 – 1:30 p.m.

LUNCH & NETWORKING

12:45 - Closing remarks from Directors Sheldon and Thomas.

- Stephen Sheldon, President, Orange County Water District
 - Jeffery Thomas, Director, Municipal Water District of Orange County
-

*Program subject to change



INFORMATION ITEM

August 2, 2021

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

FROM: Robert Hunter, General Manager

Staff Contact: Damon Micalizzi

SUBJECT: Water Policy Dinner 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)

DETAILED REPORT

More than 180 guests attended MWDOC's July 14th Water Policy Dinner featuring newly retired Metropolitan General Manager Jeff Kightlinger. The first in-person event hosted by MWDOC since the Pandemic was held at the familiar Westin in Costa Mesa.

Feedback the night of the event and thereafter is unanimously positive, including much appreciation of MWDOC Director Karl Seckel's role serving as Master of Ceremonies.

The next Water Policy Dinner will feature new Metropolitan General Manager, Adel Hagekhalil, and will be held on September 30th, again at the Westin Hotel in Costa Mesa.

ENGINEERING & PLANNING	
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 is working with the Brattle Group and CDM Smith on the Economic Benefits Studies and modeling work. In this process, the consulting team are working with MWDOC and the member agencies regarding the survey of businesses in Orange County.</p> <p>CDM Smith completed modeling work for updated water demand analyses for Orange County retail agencies. Preliminary results were presented to MWDOC's member agencies at the Managers Meeting on January 21, 2021. Final reports have now been completed. These analyses served to support the 2020 Urban Water Management Plans and also provides information for the Economic Benefits study.</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. A draft of the business survey has been completed and presented to the member agencies to obtain input during the Member Agency Managers Meeting on June 17, 2021. Cal State University, Fullerton's Social Science Research Center is conducting the business survey.</p> <p>Staff met with a few member agencies who expressed interest in providing additional input for improvements to the survey.</p> <p>At the recommendation of some agencies, staff is developing messaging for the survey to provide to member agencies to display on their websites if they choose to do so.</p> <p>The current schedule anticipates completion of the survey of 400 Orange County businesses by September 2021 and completion of the economic studies report by November 2021.</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. Final testing for the OC-70 meter at the Utah Water Research Lab (UWRL) has been completed and the results were sent to MET. Staff is awaiting the final report from MET.</p>
OC Hydraulic Model	<p>Black & Veatch has constructed and calibrated the hydraulic model using Innovyze's InfoWater modeling platform. Staff and B&V are currently working with member agencies to define potential project scopes of work. Staff has reviewed the draft hydraulic model report and submitted comments.</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</p>

	<p>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 conduct it 7th workshop on the SCWD Integrated Water Resources Plan (IWRP). Included in that plan was consideration of a strategy which included configuration 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 they will proceed with construction of a smaller 2 MGD project that does not have future expansion capabilities.</p>
SMWD San Juan Watershed Project	<p>Santa Margarita WD continues to focus on diversifying its water supply portfolio toward obtaining a goal of 30% local supplies. The San Juan Watershed Project is one project SMWD is working on toward that goal.</p>
Strand Ranch Project	<p>IRWD presented the Strand Ranch project at the July MWDOC Agencies Managers Meeting. Next steps are to gauge the interest of MWDOC's member agencies in the project.</p>
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).</p>
Shutdowns	<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 further 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.</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>MET is planning to decommission the Orange County Reservoir during the dates of November 1, 2021 through November 6, 2021. 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 1, 2022 through March 10, 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>Staff will be setting up a working group in September 2021 with MET and the impacted AMP agencies to coordinate the shutdown planning.</p>
Meetings	
	<p>MWDOC staff along with ABS Consulting, IDS Group and Optima RPM participated in several construction progress meetings in the month of July regarding the admin building seismic retrofit and remodel. Weekly progress meetings will continue through the completion of the project.</p>
	<p>During the month of July staff met separately with IRWD, MNWD and YLWD to receive input on the Economic Benefits Studies business survey.</p>
	<p>Charles Busslinger and Chris Lingad met with Ed Means on July 8, 2021 to discuss preliminary planning on the EOCF#2 Emergency Pilot Project.</p>

	Charles Busslinger, Melissa Baum-Haley and Chris Lingad met with Dr. Wallace Walrod and the CSU Fullerton Social Science Research Center on July 8, 2021 to discuss the Economic Benefits Studies business survey.
	Charles Busslinger met with Black & Veatch on July 9, 2021 to discuss the hydraulic model report and to discuss next steps.
	Charles Busslinger and Chris Lingad attended a meeting with MET staff on July 12, 2021 to discuss upcoming shutdowns for FY 2021-22.
	Charles Busslinger met with El Toro WD and ABS Consulting on July 21, 2021 to finalize the Request for Proposals (RFP) for demolition of El Toro's decommissioned Water Filtration Plant and for design and cost estimating services for a new warehouse for ETWD and a new Emergency Operations Center for WEROC on the site. The RFP is out for solicitation of proposals and responses are due September 2, 2021.

General Manager Report

WEROC Status Report

July 2021

COVID-19 (CORONA VIRUS) COORDINATION

- WEROC continues to monitor the State and County for changing information and is sharing information with agencies.
- Current data in Orange County shows that unvaccinated individuals are over six times more likely to become infected with COVID-19 than those who are fully vaccinated. At the time of this report, Between July 15 and July 21, the county experienced an increase in the seven-day average case rate, from 2.95 to 6.1 per 100,000 people, with the average number of daily COVID-19 cases increasing from 121 to 209. The positivity rate also increased from 2.2 percent to 4 percent, and hospitalizations jumped from 119 to 149 per day. By July 27th, the hospitalizations jumped to 212 hospitalized and daily positive cases to 452. 95% of those hospitalized for coronavirus are not vaccinated according to the County.
- Vicki is participating on the CalOSHA Standards Board ETS 3205 Subcommittee meetings which will be making changes to the 3205 standards, and look at long term in regards to requirements related to Covid19. The first meeting was held on July 13th. The board and agencies will be briefed as this process moves forward.
- On 7/21, the State Water Resources Control Board released information on the process in which water agencies can obtain funding from the America Rescue Plan Act of 2021- Community Water System COVID Relief Program (Direct funding for water agencies) The following information was shared with agencies in the WEROC update on 7/22. The eligible timeframe covers any customer billing periods that include 03.04.2020 through 06.15.2021
As a community water system, eligibility funding through the Community Water System COVID Relief Program (Program) is being implemented by the State Water Resources Control Board (State Water Board). A community water system must be entered into the State's accounting system in order to be eligible and to enable the State to make payment.
 - Agencies must complete the Government Taxpayer ID Form to provide the federal tax filing information of the community water system.

- The form must be signed by an authorized signatory for your organization, meaning an official with a delegation of signature authority by ordinance, resolution, or other delegation to provide the assurances, certifications and commitments associated with the receipt of and use of funding from the State Water Board.

The State Water Board will be opening a survey for community water systems in early August to inform the funding allocation and eligibilities for the Water System COVID-19 Relief Program. If your community water system has NOT experienced any COVID-19 related financial impacts, you will be asked to quickly tell us this in the survey (just two questions) so that Program funds can be re-distributed to communities in need.

Community water systems will use a special link on the Electronic Annual Report (EAR) portal to complete this survey. When released, systems will have 30 days to complete the survey. If you believe your water system has experienced COVID-19 related financial impacts for which you would like to request funding allocation, please begin preparing the following data for any billing period that includes the dates 03.04.2020 through 06.15.2021:

- For community water systems that charge customers for water:
 - Residential arrearages: # of accounts and total accrued debt. You will be asked to identify accounts with \$600 in debt or more.
 - Commercial arrearages: # of accounts and total accrued debt. You will be asked to identify accounts with \$600 in debt or more.
- Revenue loss:
 - 2019 total revenues; 2019 total expenses for maintaining water system
 - Revenue loss that has occurred during the COVID-19 pandemic (within your billing frequency that includes 03.04.2020 through 06.15.2021).
- On 7/26, the state of California implemented Measures to Encourage State Employees and Health Care Workers to Get Vaccinated. The new standard requires all state workers and workers in health care and high-risk congregate settings to either show proof of full vaccination or be tested at least once per week, and encourage all local government and other employers to adopt a similar protocol. The new policy for state workers will take effect August 2 and testing will be phased in over the next few weeks. The new policy for health care workers and congregate facilities will take effect on August 9, and health care facilities will have until August 23 to come into full compliance.
- On 7/27, the CDC issues new guidance regarding the wearing on masks indoors regardless of vaccination status. As of the time of this report, the Orange County Health

Officer, Dr. Chau has not changed the County Health Order to implement the indoor mask wearing for everybody as seen occurring in LA County. Dr. Chau and the County continue to follow the recommendations from CDPH which have not changed. Dr. Chau as the County Health Officer has issued the follow “We are strongly encouraging everyone to avoid large crowds, where it is easy for the virus to pass from person to person. Regardless of your vaccination status, wear a mask if you’re around someone at risk, with people whose vaccination status is unknown especially indoors, or have unvaccinated children or other loved ones at home. If you are not fully vaccinated, you must wear a mask indoors in accordance with guidelines from the California Department of Public Health (CDPH).”

- 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 and WEROC is providing updated information as received.
 - WEROC continues to support agencies with COVID-19 related questions and guidance needs.
-

JULY INCIDENTS/EVENTS

- No Significant events for the month of July.
-

COORDINATION/PARTICIPATION WITH MEMBER AGENCIES AND OUTSIDE AGENCIES

- Daniel continues to share Cyber Security information received from the OCIAC and DHS with the member agencies.
- On 7/21, Vicki attended and participated in the monthly CalWarn Board Meeting. Vicki is the Region 1 Chair and represents all water and wastewater agencies. The board is currently working on revamping the mutual aid process so it is simpler and accessible.
- On 7/21, Daniel attended the Prado Dam Virtual Tabletop exercise. While the main focus was on the alert and notification coordination public alerting piece. The interagency notification process between the USACE and WEROC in conjunction with the city and county points of contact were extremely valuable to assist with planning efforts.
- On 7/22, Vicki attended the MWDOC Managers Meeting.

- On 7/22, the Southern Region Mutual Aid Regional Advisory Committee met. Topics of conversation included SCE PSPS and rotating outages procedures, Ransom Ware planning and preparedness. And the SEMS maintenance system updates. Daniel attended this meeting and provided the special district update for our region.
 - Vicki reviewed and provided feedback on the IRWD Hazard Mitigation Plan as part of their mitigation process.
-

AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) PROJECT

- WEROC and its consultant, Herndon Solutions Group (HSG) continues to work with WEROC agencies to achieve compliance with America's Water Infrastructure Act (AWIA).
 - Tier II agencies all submitted their Emergency Response Plans due June 30, 2021.
 - Tier III agencies all submitted their RRAs due June 30, 2021.
 - The last phase for Tier III ERPs are in process and due December 31, 2021.
 - Vicki will be providing a closeout update to the board on this project at the September meeting. Final preparations with HSG for the last deliverables are almost complete. Part of this will include an agency briefing on how to maintain the integrity of their documents including the handling of PRA requests for documents that contain confidential or sensitive information.
-

EMERGENCY OPERATIONS CENTER READINESS AND SYSTEMS

- Daniel continues on-going maintenance of the EOC systems to ensure WEROC maintains the operational function for the EOC. In July, this included fixing the EOC HVAC system.
 - Janine continues to update member agency contact information. In July, six agencies had changes, these were made in all systems and databases including Safety Center, AlertOC, Outlook and hard copy lists.
-

TRAINING AND EXERCISES

- Vicki conducted following trainings this month, thank you to Yorba Linda Water District for hosting and providing a location for the training:
 - 7/27 G611M - EOC Management Section Overview

- 7/28 G611O – EOC Operations Section Overview
 - 7/29 G611P – EOC Planning Section Overview
 - Save the Date WEROC Symposium will be held in a hybrid model (virtual and in person) on September 29th. Vicki is currently finalizing the speakers for the event including:
 - Florida Water Agency Cyber Incident
 - Texas Warn and actions during the 2021 Freeze
 - Water Resource Typing Toolkit
 - Northern California Drought Response
 - On 7/28, Daniel attended the Cyber Liaison Officer training conducted by the OCIAC.
 - The WEROC and MARS monthly radio tests were conducted.
-

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

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In June 2021, 607 residential and 13 commercial smart timers were installed in Orange County. To date, 31,154 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In June 2021, 265 rotating nozzles were installed in Orange County. To date, 570,669 rotating nozzles have been installed through this program.
SoCal WaterSmart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In June 2021, 409 high efficiency clothes washers and 18 premium high efficiency toilets were installed in Orange County. To date, 124,379 high efficiency clothes washers and 60,744 high efficiency toilets have been installed through this program.
SoCal WaterSmart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In June 2021, no commercial devices were installed in Orange County. To date, 110,913 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 6,326 AF cumulatively.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Turf Removal Program	MWDOC	Ongoing	Ongoing	In June 2021, 23 rebates were paid, representing \$135,914.63 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 23.5 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	This is a rebate program designed to encourage residential and commercial property owners to convert their existing conventional spray heads to low-volume, low-precipitation drip technology. To date, the Spray to Drip Rebate Program has converted approximately 1,098,761 square feet of area irrigated by conventional spray heads 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 16,713 AF cumulatively.

Public & Governmental Affairs Activities Report
June 30, 2021 – July 27, 2021

Member Agency Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Prepared and distributed a Drought Media Tool Kit for member agencies • Initiated a special Drought Public Affairs Working Group Meeting to be held in August that aims to unify regional drought messaging • <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> • Circulated the monthly Grants Tracking Report to member agencies • Shared information on the federal infrastructure bill package with all member agencies
Community Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Selected and entered seven posters from the MWDOC Water Awareness Poster Contest to the Metropolitan Water District of Southern California's (Metropolitan) Student Art "Water is Life" Contest • <p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Attended the OCBC Infrastructure Committee meeting
Education	<p>Public Affairs Staff</p> <ul style="list-style-type: none"> • Met with Metropolitan and Alison Loukeh & Associates to prepare for two water workshops for high school science teachers • Hosted one water workshop with Metropolitan and Alison Loukeh & Associates "Solving Water Problems in the 21st Century" for high school science teachers • Prepared giveaway items for all teachers who attended the aforementioned water workshops • Participated in the Metropolitan's Education Coordinators monthly meeting on water education strategic planning • Participated in the bi-weekly California Environmental Literacy Initiative's Green Career Innovation Hub • Prepared a presentation on MWDOC K-14 Education Initiatives and presented it at the MWDOC Administrative and Finance Committee meeting • Prepared the Water Energy Education Alliance (WEEA) FY 2020-21 Year-End report and distributed it to WEEA sponsors
Media Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Prepared and distributed content for social media • Met with #P to discuss social media and campaign strategies •

Special Projects	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Completed several website updates • Made several database contact list updates • Hosted the July 14 Water Policy Forum & Dinner with Jeff Kightlinger at The Westin in Costa Mesa • Completed registration and all event logistics for July 14 Water Policy Dinner • Created a resolution recognizing Jeffrey Kightlinger on his retirement • Began planning for the upcoming September 30th Water Policy Dinner featuring new Metropolitan General Manager, Adel Hagekhalil • Continued preparations for the 2021 OC Water Summit, participating in several meetings of the Ad Hoc Committee • Attended the Association of California Water Agencies' Drought Messaging Workshop • Attended the Inland Empire Clean Water Partnership Drought Workshop <p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Staffed the WACO meeting featuring speaker, Rick Shintaku of South Coast Water District • Staffed the ISDOC Executive Committee meeting
Legislative Affairs	<p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Participated in the Metropolitan Water District legislative coordinators meeting • Participated in the ACWA Region 10 State Legislative Committee prep call • Attended the CMUA Regulatory Committee meeting • Attended the CMUA Legislative Committee meeting • Participated in the ACWA Legislative Committee meeting • Coordinated with the County of Orange CEO office to set up a meeting to discuss potential WEROC EOC funding