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

Jointly with the

PLANNING & OPERATIONS COMMITTEE

May 2, 2022, 8:30 a.m.

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

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 Tamaribuchi, Chair
Director McVicker
Director Nederhood

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

Ex Officio Member: Director Yoo Schneider

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.

ROLL CALL

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.

BOARD ACTION ITEM ((The MWDOC Board will convene as a full Board and may take action as a Board on the following item):

 ECONOMIC ANALYSIS OF PROPOSED STATE WATER USE EFFICIENCY STANDARDS P&O Committee Meeting May 2, 2022

Recommendation:

(1) Authorize the General Manager to enter into a consulting agreement with Water Systems Consulting (WSC) and subconsultant M.Cubed, using MWDOC's On-Call Technical Services slate, in the amount of \$64,310 to complete an economic analysis of proposed State water use efficiency standards as outlined below; and (2) Authorize the General Manager to enter into a cost share agreement with Santa Margarita Water District to share the cost of this work. The total amount of this project is estimated to be \$64,310; with Santa Margarita's Water District's share to be \$25,000 and MWDOC's share to be \$39.310.

ACTION ITEM

- 2. AB 2639 (QUIRK) SAN FRANCISCO BAY/SACRAMENTO-SAN JOAQUIN DELTA ESTUARY: WATER QUALITY CONTROL PLAN: WATER RIGHTS PERMITS
- 3. SB 1044 (DURAZO) EMPLOYERS: STATE OF EMERGENCY OR EMERGENCY CONDITION: RETALIATION
- 4. MASTER AGREEMENTS FOR SHARED PROGRAMS AND SERVICES WITH ANAHEIM, SANTA ANA, AND FULLERTON

DISCUSSION ITEMS

- 5. LEGISLATIVE ACTIVITIES
 - a. Federal Legislative Report (NRR)
 - b. State Legislative Report (BBK)
 - c. Legal and Regulatory Report (Ackerman)
 - d. MWDOC Legislative Matrix
 - e. Metropolitan Legislative Matrix

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.)

- 6. 2022 OC WATER SUMMIT UPDATE
- STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Public and Government Affairs

8. 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.



BOARD ACTION ITEM

May 2, 2022

TO: Board of Directors

FROM: Robert Hunter, General Manager

Staff Contacts: Charles Busslinger

Joe Berg

SUBJECT: Economic Analysis of Proposed State Water Use Efficiency Standards

STAFF RECOMMENDATION

Staff recommends the Board of Directors:

- Authorize the General Manager to enter into a consulting agreement with Water Systems Consulting (WSC) and sub-consultant M.Cubed, using MWDOC's On-Call Technical Services slate, in the amount of \$64,310 to complete an economic analysis of proposed State water use efficiency standards as outlined below; and
- Authorize the General Manager to enter into a cost share agreement with Santa Margarita Water District to share the cost of this work. The total amount of this project is estimated to be \$64,310; with Santa Margarita's Water District's share to be \$25,000 and MWDOC's share to be \$39,310.

COMMITTEE RECOMMENDATION

This project has not been reviewed by a Committee.

SUMMARY

Staff recommends that MWDOC partner with Santa Margarita Water District (SMWD) and consultants WSC/M.Cubed to complete an economic analysis of recently proposed State urban indoor and outdoor water use efficiency (WUE) standards.

Budgeted (Y/N): Y	Budgeted amount: \$55,000 WUE Budget – General Research	Core X	Choice
Action item amount: \$64,310 SMWD agreement to fund \$25,000, MWDOC share \$39,310		Line item: 70)40
Fiscal Impact (explain if unbudgeted):			

MWDOC's Board has indicated interest in analyzing the economic impacts of proposed State WUE standards to Orange County; both how they will impact demands as part of the Reliability Study Update, and the economic impacts to water service providers and their customers. SMWD's Board also indicated a strong interest in studying the economic impacts of proposed State WUE standards to Orange County at their February 18, 2022 Strategic Planning Workshop. SMWD's Board has authorized expenditures of up to \$25,000 to support such a study and urged MWDOC's participation in such an effort.

Using MWDOC's On-Call Technical Services slate, MWDOC worked with SMWD staff and previously approved consultant Water Systems Consulting, Inc. (WSC) and subconsultant M.Cubed to develop the attached scope of work for this project (Attachment 1). There are some timing constraints in completing the project in a timely manner, so this item is being brought to the full Board for consideration at the Planning & Operation Committee meeting.

In developing the scope of work, consideration was given to how best to present the economic impacts of such proposed (indoor) legislation and pending (outdoor) rulemaking for maximum impact at the State level. Concerns were raised that only analyzing the economic impacts to Orange County could distort the true impact of these proposed statewide standards/rulemaking due to Orange County's previous extensive WUE efforts. Alternatively, providing an educational tool which could be used by any agency statewide to assist in identifying impacts to their own situation was determined to best serve the intent of the analysis.

The team developed three main (and one optional) components of the work:

1. A customized version of the recently completed Urban Water Use Objective Analyzer (Model) developed by David Mitchell of M.Cubed for the Department of Water Resources (DWR). M.Cubed will customize the Model created for DWR (publicly available) to allow individual retail agencies throughout California to evaluate the impacts of the proposed Standards on their operations and customers. The customization will allow agencies to input their own unique information, including the ability for retail agency users to review and modify their service area data and add their Dedicated Irrigation Meter (DIM) landscape area, if they have it.

The customized model will then be used to estimate water use reduction requirements for the state's 398 urban retail water suppliers based on the following proposed State standards:

Period	Residential Indoor	Residential Outdoor	Distribution System Real Loss
Before 2025	55 GPCD	ETF = 0.80 applied to 100% II + 20% INI	Baseline
2025-2027	47 GPCD	100% II + 20% INI	
2028-2029			Individual System
2030 onward	42 GPCD	ETF = 0.65 applied to 100% II + 20% INI	Water Loss Standards

Key:

GPCD = gallons per capita per day

ETF = supplier level evapotranspiration factor (see Attachment 2)

II = irrigable-irrigated landscape area

INI = irrigable-not irrigated landscape area

The updated Model will also be used to estimate the net cost of compliance with the Standards and provide statewide and MWDOC-specific impact summaries. The base customized Model version would be in a spreadsheet format. The downside of the spreadsheet version is that it requires distribution, and coordination of updates with agencies using the Model by MWDOC staff; when updates to the spreadsheet version are needed.

- 2. Evaluate the relative impact of the proposed Standards on Disadvantaged Communities (DACs) statewide using DWR's DAC Mapping Tool and Duke University's Nicholas Institute Water Affordability Dashboard. The dashboard is a web interface to Nicolas Institute's database of water service rates that includes water rate information for fourteen states. Initial information indicates agencies across California will have disparate impacts caused by the one-size-fits-all approach of the proposed Standards. Focusing attention on impacts to DAC's is likely to obtain increased traction at the State level.
- 3. Evaluate compliance cost estimates for MWDOC retail water suppliers with information on water service affordability generated by the Duke University Nicholas Institute's Water Affordability Dashboard and database.

Optional: WSC and M.Cubed have proposed developing a web interface of the Model using a visual analytics platform (i.e. a dashboard). The development eliminates having to distribute spreadsheet models to water service providers and also simplifies any updates or corrections to calculations or inputs as the Model would reside on a single server with a user-friendly web based dashboard interface.

BOARD OPTIONS

Option #1: Approve the scope of work including the optional web interface for the Model

- Authorize the General Manager to enter into a consulting agreement with Water Systems Consulting (WSC) and sub-consultant M.Cubed, using MWDOC's On-Call Technical Services slate, in the amount of \$64,310 to complete an economic analysis of proposed State water use efficiency standards; and
- Authorize the General Manager to enter into a cost share agreement with Santa Margarita Water District to share the cost of this work.

Fiscal Impact: Total project cost including optional web interface \$64,310

Santa Margarita Water District's Share = \$25,000

MWDOC's share = \$39,310

Business Analysis: Provides requested economic analysis of proposed state water use efficiency standards as well as an analysis tool (Model) customizable to retail water service provider level for use statewide as an educational tool. Supports member agencies in their planning efforts. Supports MWDOC's mission as a planning agency for Orange County. The web interface provides a user friendly and professional 'front end'

or 'dashboard' to the analysis tool (Model) which also makes updates and corrections relatively easy to deploy quickly.

Option #2: Approve the scope of work without the optional web interface for the Model

- Authorize the General Manager to enter into a consulting agreement with Water Systems Consulting (WSC) and sub-consultant M.Cubed, using MWDOC's On-Call Technical Services slate, in the amount of \$52,130 to complete an economic analysis of proposed State water use efficiency standards without the optional web interface; and
- Authorize the General Manager to enter into a cost share agreement with Santa Margarita Water District to share the cost of this work.

Fiscal Impact: Total project cost without optional web interface \$52,130

Santa Margarita Water District's Share = \$25,000

MWDOC's share = \$27,130

Business Analysis: Provides requested economic analysis of proposed state water use efficiency standards as well as an analysis tool (Model) customizable to retail water service provider level for use statewide as an educational tool. Supports member agencies in their planning efforts. Supports MWDOC's mission as a planning agency for Orange County. Spreadsheet version is more difficult for intended users and management of the model in the case of version control and distribution of the latest version.

Option #3: Do not approve the scope of work

Fiscal Impact: None

Business Analysis: SMWD seeks to move forward with this analysis. Does not support MWDOC efforts as a regional planning agency.

Attachments: (1) WSC Water Use Efficiency Economic Analysis Scope of Work

- (2) Analysis of Proposed Supplier Level ET Factor for Outdoor Residential Water Use Standard
- (3) WSC/M.Cubed On-Call Rate Sheet
- (4) Consultant Agreement
- (5) Draft Cost Share Agreement with Santa Margarita Water District



The purpose of this scope of work is to conduct a meta-analysis of the potential costs and relative financial impacts associated with the proposed statewide urban water use efficiency standards (Standards). This work will be conducted by Water Systems Consulting, Inc. (WSC) and its subconsultant, M.Cubed (collectively referred to herein as the "WSC Team").

Task 0.0 Project Management and Meetings

0.1 Progress and coordination meetings

The WSC Team will lead up to three (3) coordination / progress meetings with 2-3 attendees from the WSC Team and designated representatives from the MWDOC team. Meetings are assumed to be 1-hour in duration each and will be conducted via MS Teams or similar virtual format. The WSC Team will provide agendas at least one (1) business day in advance of the meetings and will provide summary notes in electronic format within three (3) business days following the meeting.

0.2 Project Administration

The WSC Team will coordinate efforts of the project team, maintain correspondence with MWDOC throughout the project and prepare monthly invoices documenting the work performed in the prior month.

Task 1.0 Urban Water Use Objective Analysis

This task will utilize a customized version of the Department of Water Resources (DWR) Urban Water Use Objective Analyzer (Model) to evaluate the proposed Standards in terms of water use reduction requirements, compliance cost, and feasibility.

This task consists of the following subtasks:

- Model Customization and Prototype Web Interface
- Water Use Reduction Estimates
- Compliance Cost Estimates

1.1 Model Customization

The DWR Urban Water Use Objective Analyzer (Model) will provide the analytical backbone for this project. The Model was originally developed by David Mitchell to assist DWR with the analysis of alternative Standards for indoor and outdoor residential water use. It currently includes data on service area population, total connections, indoor and outdoor residential water use, residential landscape area, dedicated irrigation meter (DIM) water use, other water uses, and apparent and real water losses for 398 urban retail water suppliers. Attachment 1 provides

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a summary of the Model and its data. DWR will publicly release the Model when it makes its Standards recommendations to the State Water Resources Control Board (State Water Board), which are expected by the end of April.

The following enhancements will be made to the Model to facilitate its use for this project and to enable urban water suppliers to evaluate the impacts of the proposed Standards on their operations and customers:

Update Draft Real Water Loss Standards – The Model currently utilizes the draft real water loss Standards the State Water Board posted to its website on December 16, 2020. As part of the ongoing rulemaking for water loss, which started December 24, 2021, the State Water Board posted updated Individual System Water Loss Standards. Using the State Water Board's methodology, we will convert the individual system Standards into supplier-level Standards and incorporate these updated Standards into the Model. This will provide the most up-to-date estimate of supplier real water loss reduction requirements.

Incorporate Supplier Variable Production Cost Data – Water suppliers report their variable production costs in their annual water audit reports. The State Water Board has compiled these costs at a system level for each water supplier. The WSC Team will roll up these system-level variable production cost estimates into supplier-level estimates and incorporate these cost data into the Model. This will enable the Model to calculate the avoided cost associated with reductions in water production and will be used to estimate a supplier's net cost of compliance with the Standards.

Incorporate Conservation Program Costs – The WSC Team will develop representative costs for landscape water use reduction, landscape transformation, indoor residential water use reduction, and distribution water loss management. The estimates will be drawn from published literature and reports on the efficacy and cost of alternative conservation strategies and programs. The estimates will be formed into average costs for reducing different types of urban water use (e.g., landscape water use, indoor residential water use). These estimates will be used in conjunction with a supplier's variable production cost to provide a first-order estimate of its net compliance cost.

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¹ https://www.waterboards.ca.gov/water_issues/programs/conservation_portal/docs/standards-to-release.xlsx



1.2 Water Use Reduction Estimates

The WSC Team will use the updated Model to estimate water use reduction requirements for the state's 398 urban retail water suppliers. Water use reduction requirements will be calculated for the residential Standards to be recommended by DWR to the State Water Board plus the State Water Board's draft Individual System Water Loss Standards. These Standards are summarized in the following table.

Period	Residential Indoor	Residential Outdoor	Distribution System Real Loss	
Before 2025	55 GPCD	ETF = 0.80 applied to	Baseline	
2025-2027	47 GPCD	100% II + 20% INI	Daseille	
2028-2029	47 GFCD	100 % 11 + 20 % 1111	Individual System	
2030 onward	42 GPCD	ETF = 0.65 applied to 100% II + 20% INI	Water Loss Standards	

Key:

GPCD = gallons per capita per day

ETF = supplier-level evapotranspiration factor (% of reference evapotranspiration net of effective precipitation)

II = irrigable-irrigated landscape area

INI = irrigable-not irrigated landscape area

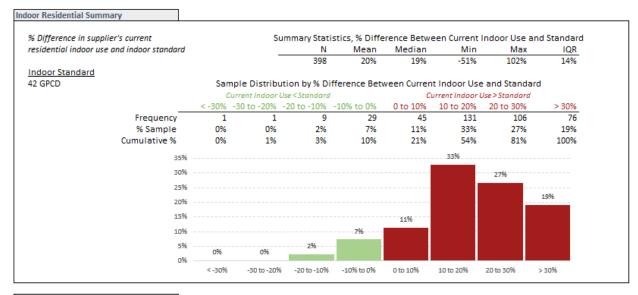
It is important to note that there is not presently a way to directly estimate the impact on urban water suppliers of the proposed Standards for dedicated irrigation meters (DIMs) because the state has not measured non-residential landscape area served by DIMs. For the purposes of this analysis, the percentage reduction in a supplier's DIM water use will be assumed to be the same as that calculated for its outdoor residential water use.

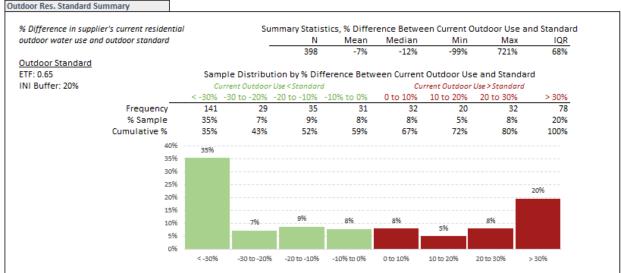
This task will highlight the heterogeneity across suppliers the Standards will create in terms of water use reduction requirements. It will highlight where the Standards would result in overly burdensome or potentially infeasible reduction requirements for suppliers. The following two figures, for example, show the Over/Under distributions for the recommended 2030 indoor and outdoor residential Standards calculated by the Model.

In addition to providing a range of statewide summary statistics like those shown in the figures below, the WSC Team will provide more detailed impact assessments for each of MWDOC's retail water suppliers, as well as the distribution of impacts for MWDOC's service area as a whole.

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1.3 Compliance Cost Estimates

We will use the updated Model to estimate the net cost of compliance with the Standards. Net compliance cost will equal the difference between the expected cost of reducing water use and avoided production cost. These estimates will be based on the conservation program costs and variable production costs added to the Model in Subtask 1.2.

As with the water reduction analysis, we will prepare statewide and MWDOC-specific impact summaries. The assessment will rank suppliers in terms of expected costs normalized on a per connection or per capita basis and highlight those regions and/or suppliers where compliance cost is expected to be especially burdensome. In addition to developing estimates of overall compliance cost, this subtask will develop separate estimates of net compliance cost for each of

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the individual Standards – indoor residential, outdoor residential, DIM landscape, and real water loss.

Task 2.0 DAC Impact Assessment

The purpose of this task is to evaluate the relative impact of the Standards to Disadvantaged Communities (DACs) using DWR's DAC Mapping Tool and dataset in combination with the Nicholas Institute's Water Affordability Dashboard.²

This task consists of the following subtasks:

- Required Water Use Reductions vs DAC Prevalence
- Expected Compliance Cost vs DAC Prevalence
- Impact of Standards on Orange County Water Service Affordability

2.1 Required Water Use Reductions vs DAC Prevalence

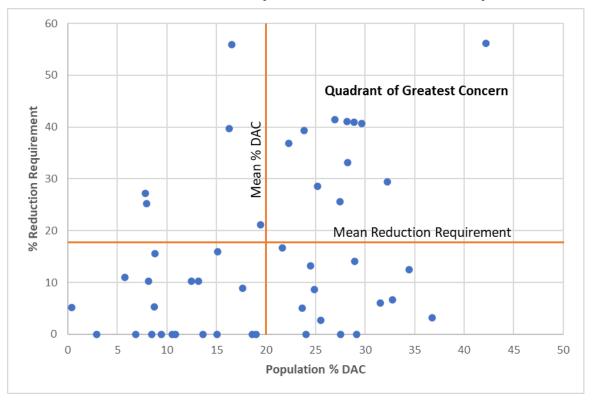
Using DWR's DAC Mapping Tool and dataset, the WSC Team will calculate the proportion of service area population residing within DAC-designated Census Block Groups for each water supplier in the Model. These data will then be plotted against water use reduction requirements to identify the suppliers with significant DAC population expected to be most impacted by the Standards. A hypothetical example is illustrated in the following figure. The idea behind the example graphic is to identify which suppliers with significant DAC populations also face significant reduction requirements and then to consider the extent to which these requirements may impose undue burden on households in DAC-designated Census Block Groups.

We will compute these statistics for a) total residential water use, b) indoor residential water use only, and c) outdoor residential water use only.

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² https://nicholasinstitute.duke.edu/water-affordability/water-affordability-dashboard





2.2 Expected Compliance Cost vs DAC Prevalence

A similar assessment will be completed with respect to expected compliance costs. As with the DAC water use reduction analysis, the goal will be to identify the subset of suppliers with significant DAC populations that also face significant expected compliance costs. As in the prior subtask, we will compute these statistics separately for a) total residential water use, b) indoor residential water use only, and c) outdoor residential water use only. We will also prepare an assessment for water loss compliance cost and overall compliance cost.

2.3 Impact of Standards on MWDOC Water Service Affordability

In this subtask, the WSC Team will combine the compliance cost estimates for MWDOC retail water suppliers with information on water service affordability generated by the Duke University Nicholas Institute's Water Affordability Dashboard. The Water Affordability Dashboard provides affordability statistics at the Census Block Group level for each water supplier in the County. The compliance cost estimates will be normalized on a per capita or per connection basis and added to the Nicholas Institute's estimate of average water service cost for households in low-income and DAC-designated Census Block Groups. The WSC Team will then update the affordability statistics to estimate the potential impact of the Standards on water service affordability.

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Task 3.0 Summary Report and Documentation

In this task the WSC Team will prepare a report summarizing the data sources, methodologies, assumptions, findings, and conclusions from the work described above. Additionally, this task includes preparation of summary-level documentation to support the database(s) and custom tool(s) developed above.

Optional Task 1.0

O1.1 Develop Prototype Web Interface

The WSC Team will develop a prototype web interface of the Model using a visual analytics platform. The visual analytics platform, either Tableau³ or PowerBi⁴, will be selected during the early stages of project to meet MWDOC's needs and preferences. Using this platform, the WSC Team will design an interface to:

- Allow a supplier to review and update its service area data used by the Model, including
 its service area population, sector water use volumes, landscape area estimates,
 apparent and real water loss estimates, and variable production cost estimates.
- 2. Provide a supplier with a summary of the expected impacts of the proposed Standards in terms of a) water use reduction requirements, b) ranking of impact relative to other suppliers, and c) net cost of compliance.

This will be a prototype web interface to test functionality and gather user feedback on the tool's usefulness. The idea is to develop the tool quickly and gain experience on which features are most important to users through direct customer feedback from MWDOC, what type of documentation and help will be needed, and what sort of user errors might be expected. The WSC Team envisions initially making it available only to MWDOC and its retail water suppliers for testing and comment. MWDOC can then consider partnering with other agencies and organizations to fund the development of a fully functional web-based model for statewide use if this is deemed desirable.

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³ https://www.tableau.com/

⁴ https://powerbi.microsoft.com/



Attachment 1 DWR Urban Water Use Objective Analyzer

This spreadsheet Model utilizes the following data sources to estimate Urban Water Use Objectives (UWUO) and Objective-Based Total Water Use (OTWU) for the State's urban retail water suppliers:

- 2017-2019 Electronic Annual Report (EAR) EAR data are used to estimate supplier service area population, number of metered and unmetered service connections, and current residential, CII DIM, CII non-DIM, and other miscellaneous water uses.
- 2017-2019 Water Audit Reports Urban retail water suppliers' water audit report data are used to estimate current real and apparent water losses and authorized unbilled water uses, which together make up suppliers' non-revenue water use.
- Indoor Residential Water Use Study Data from this study are used to estimate urban retail water suppliers' Indoor Residential Water Use. Indoor use estimates based on a supplier's own data are privileged over alternative estimates produced by other methods as discussed in the Indoor Residential Water Use Study.
- LAM, CIMIS, and CalSIMETAW Data from the Landscape Area Measurement (LAM) project are used to estimate suppliers' residential landscape area, decomposed into irrigable, irrigated (II) and irrigable, not irrigated (INI) components. CIMIS and CalSIMETAW data are used to estimate suppliers' net reference evapotranspiration (ET_o), which is used in conjunction with II and INI to calculate outdoor residential water use under the recommended outdoor standard.
- Urban Water Management Plans UWMP data are used to determine urban retail
 water suppliers' SB X7-7 targets. UWMP data also are used to fill in missing EAR data
 and to correct aberrant EAR data, as described below. Additionally, UWMP data are
 used to estimate current potable reuse, which is used to estimate the potable reuse
 bonus incentive, as described in a subsequent section of this report.
- Census ACS and DOF Population and Housing Estimates In addition to the UWMP data, in certain cases population and housing data from the Census American Community Survey (ACS) and Department of Finance (DOF) are used to cross-check and correct aberrant EAR service area population estimates. Additionally, these data are

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used to decompose service area population into residential and group quarters components for purposes of estimating Indoor Residential Water Use.

Rigorous data consistency and quality assurance checks were used to screen the data used in the *DWR Urban Water Use Objective Analyzer*, including:

- Flagging unusual, outlier, or missing EAR data
- Cross-checking flagged data with UWMP and/or ACS or DOF data
- Filling in missing EAR data and correcting EAR data determined to be erroneous

All data corrections are documented within the *DWR Urban Water Use Objective Analyzer*, and the original and corrected data are stored side-by-side in the Model. There is no data destruction. Model outputs were cross-checked against outputs from a similar model developed by the State Water Board. The two models produce comparable statewide aggregate results.

The *DWR Urban Water Use Objective Analyzer* uses the following urban retail water supplier water use definitions:

- Current Total Use The average total water use reported by urban retail water suppliers for 2017-2019.
- **2020 Target Use** The urban retail water supplier's SB X7-7 2020 per capita water use target multiplied by its 2017-2019 average population.
- **UWUO** The urban retail water supplier's urban water use objective is calculated as the sum of:
 - Indoor Residential Use under the Indoor Standard
 - Outdoor Residential Use under the Outdoor Standard
 - Real Water Loss under the Water Loss Standard
 - Current Dedicated Irrigation Meter (DIM) Use⁵

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⁵ As noted previously, DIM water use under the DIM standard cannot be calculated because DWR does not have estimates of landscape area served by DIMs. Instead, the *DWR Urban Water Use Objective Analyzer* uses current DIM water use to calculate a supplier's UWUO.



- **OTWU** The urban retail water supplier's estimated objective-based total water use is calculated as the sum of the following components:
 - o UWUO
 - CII and Other Uses not served by DIM meters
 - Authorized Unbilled Use
 - Apparent water loss
- Expected Total Use Lesser of the urban retail water supplier's current total use and
 their OTWU. It is expected that suppliers whose current residential, DIM, and real losses
 exceed their UWUO would take actions to reduce these water uses to comply with their
 UWUO. It is not expected that suppliers would take actions to increase these water uses
 if they are currently less than their UWUO.
- Expected Water Savings The difference between current total use and expected total use under the Standards.

Additionally, the *DWR Urban Water Use Objective Analyzer* decomposes residential water use into indoor and outdoor components as follows:

- Total Residential Use Average residential water use reported by urban retail water suppliers for 2017-2019.
- Indoor Residential Use The estimate of the supplier's indoor residential per capita water uses multiplied by its service area residential population.
- Outdoor Residential Use The difference between total residential use and indoor residential use.

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Attachment 2 Analysis of Proposed Supplier Level ET Factor for Outdoor Residential Water Use Standard

ETF refers to the <u>supplier level</u> evapotranspiration factor that has guided the development of the outdoor residential water use standard. The supplier level ETF can be calculated either by either backing it out of the Outdoor Residential Water Use (ORWU) equation or by using aggregate actual Plant Factor and Irrigation Efficiency values, if known. The California Department of Water Resources (DWR) used both methods to determine the status of water use efficiency throughout the state.

The primary difference between ETF versus ETAF has to do with scale and application. ETAF is the evapotranspiration adjustment factor utilized within the Model Water Efficient Landscape Ordinance (MWELO), which is a set of minimum standards for a specific landscape design and installation. Whereas, ETF refers to an aggregate at the supplier level and intended to be an applied value.

The following fundamental equation was used by DWR to assess the status of outdoor residential water use in California.

$$ORWU = (ETo - Peff) * (0.62) * (ETF) * (LAs)$$

Therefore, the supplier level ETF can be calculated from the ORWU with the following equation and data inputs listed below.

$$ETF = \frac{ORWU}{(ETo - Peff) * (0.62) * (LAs)}$$

Where:

- ORWU Outdoor Residential Water Use (gallons); Obtained from the annual total residential water use reporting that suppliers submit to the Water Board.
 - ETo Reference evapotranspiration (inches); Obtained from DWR's California Irrigation Management Information System (CIMIS)
- Peff Effective precipitation (inches); To be consistent with MWELO guidelines on Peff, capped at 25% of total annual precipitation $Peff \leq 0.25 \ annual \ precipitation$
- LA Residential landscape area within a water supplier's service area (sq. ft); Aggregate irrigable landscape areas to urban retail water suppliers based on three irrigation status classes: Irrigable-Irrigated (II), Irrigable-Not Irrigated (INI), and Not Irrigable (NI).

$$Irrigable\ LA = II + 0.2\ (INI)$$

- 0.62 Unit Conversion Factor
- ETF Supplier level ET factor (unitless); ETF can either be back calculated or using Plant Factor and Irrigation Efficiency values, if known. See below.

(Taken from DWR Outdoor Residential Water Use Standard Draft Recommendation, Nov. 2021)

When calculated directly, ETF has two components. It takes into consideration the average plant factor as well as the irrigation efficiency:

$$ETF = \frac{Average\ Plant\ Factor}{Irrigation\ Efficiency}$$

The *Average Plant Factor* is the aggregate plant factor for an entire landscape area over the year. Specific plant factors are determined by how much water the plants need relative to ETo. For example, the plant factor for cool season turfgrass is 0.8 and a plant classified as low water use is 0.2. Unique plant factors can be combined using the weighted average by the proportion of landscape area.

The *Irrigation Efficiency* is derived from measurements and estimates of irrigation system characteristics (devices) and management practices. For example, Irrigation efficiency device values, for purposes of the Water Efficient Landscape Ordinance, are 0.75 for overhead spray devices and 0.81 for drip systems. Irrigation efficiency is also affected by management practices, this refers to scheduling practices and system design. Generally, to improve a site's Irrigation Efficiency, over-irrigation must be reduced. This can be accomplished by improving the uniformity of the spray patterns, eliminating irrigation during/following rain events, seasonal adjustment concurrent with plant water needs, etc.

Draft Recommendations

DWR is recommending the following efficiency standards for outdoor residential water use:

- From 2023 to 2029: ETF = **0.80**
- From 2030 and thereafter: ETF = **0.65**
- New developments: ETF = **0.55** (or current MWELO ETAF value)
- Special landscape area (SLA): ETF = 1.0

After the outdoor residential water use standard is recommended by DWR and adopted by the Water Board, retail water suppliers will calculate their efficient outdoor residential water use by multiplying the standard by net evapotranspiration and supplier's aggregate irrigable landscape area.



APPENDIX B

Rate Sheets





2021 Classifications and Rates

	Ho	ourly Rate
neers / Project Managers / Planners / Hydrogeolog	ists	
Engineering Intern	\$	120.0
Assistant	\$	140.0
Staff I	\$	150.0
Staff II	\$	160.0
Staff III	\$	170.0
Associate I	\$	180.0
Associate II	\$	190.0
Associate III	\$	200.0
Senior I	\$	220.0
Senior II	\$	230.0
Senior III	\$	245.0
Principal I	\$	255.0
Principal II	\$	285.0
Principal III	\$	320.0
Communications Support II	\$	
reach and Communications Communications Support I	\$	125.0
• • • • • • • • • • • • • • • • • • • •		140.
Communications Support III	\$	165.
Outreach Specialist/Facilitator I	\$	180.
Outreach Specialist/Facilitator II	\$	230.
Outreach Specialist/Facilitator III	\$	275.
/ Design Services		
Technician/Designer I	\$	125.
Technician/Designer I Technician/Designer II	\$	140.
Technician/Designer I		140.0
Technician/Designer I Technician/Designer II	\$	125.0 140.0 160.0
Technician/Designer I Technician/Designer II Technician/Designer III	\$ \$	140. 160.
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I Inspector II	\$ \$ \$ \$	140. 160.
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I	\$ \$ \$ \$ \$	140. 160. 130. 145.
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I Inspector II	\$ \$ \$ \$	140. 160. 130. 145. 170.
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I Inspector III	\$ \$ \$ \$ \$	140.0 160.0 130.0 145.0 170.0
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I Inspector III Inspector IIII Inspector (Prevailing Wage)	\$ \$ \$ \$ \$	140.0
Technician/Designer I Technician/Designer II Technician/Designer III ection Services Inspector I Inspector III Inspector IIII Inspector (Prevailing Wage)	\$ \$ \$ \$ \$ \$	140. 160. 130. 145. 170. 175.

Other Expenses

10% mark-up on direct expenses; 15% mark-up for sub-contracted services
Standard mileage rate \$0.57 per mile (or current Federal Mileage Reimbursement Rate)
Airplane mileage rate \$1.27 per mile (or current Federal Airplane Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.

FEE SCHEDULE*

Effective January 1, 2021

Labor Classification	Per Hour	
Senior Project Director	\$315	
Project Director	\$280	
Technical Director	\$255	
Senior Technical Analyst	\$245	
Managing Consultant	\$230	
Senior Consultant III	\$210	
Senior Consultant II	\$185	
Senior Consultant I	\$170	
Associate Consultant III	\$160	
Associate Consultant II	\$155	
Associate Consultant I	\$130	
Assistant Consultant	\$120	
Administrative Technician	\$80	
Technician	\$80	
Intern	\$70	
Other Direct Expenses		
Copy Center Services:		
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page	
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page	
Automobile mileage at current IRS rate	\$0.56/mile	
Electronic Field Equipment	\$10.00/day	
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of sul	ocontractor charges.	
Per diem is charged at \$175.00/day. A lodging surcharge will apply in high rate areas.		
Billing rates are subject to revision effective January 1 of each year.		

*ICF Jones & Stokes, Inc.



Subconsultants 2020 Classifications and Rates

Independent Consultants

Douglas Headrick	\$200
Tim Quinn	\$250
Anthony Saracino	\$295
Curtis Schmutte	\$285

M.Cubed

General Partner/Principal

(Mitchell/McCann) \$245 Research Associate \$135

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT for consulting services dated,	which includes all exhibits and
attachments hereto, "AGREEMENT" is made on the last day ex	xecuted below by and between
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	hereinafter referred to as
"DISTRICT," and, Water Systems Consulting (WSC) hereinafter	referred to as "CONSULTANT"
for hereinafter referred to as "SERVICES." DISTRICT	Γ and CONSULTANT are also
referred to collectively herein as the "PARTIES" and individual	ly 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, in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. 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 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.

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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 <u>TERM</u>

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 Consulting Firm Consultant Title Address Telephone

D. Billing and Payment

CONSULTANT's fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **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 subconsultant'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 subconsultants 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 agents, and each of the PARTICIPATING AGENCIES (defined as those California public agencies under contract with DISTRICT for CONSULTANT's Services), and their officers, directors, board members, employees and agents, from and against:

a. When the law establishes a professional standard of care for the CONSULTANT's services, all claims of all persons that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the 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 damages, costs, expenses, or liabilities, in law or equity, to the extent found to be arising out of, resulting from, or on account of the negligent violation of any governmental law or regulation, compliance with which is the responsibility of CONSULTANT.
- a. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorney's fees incurred by counsel of the DISTRICT's choice or the choice of the respective PARTICIPATING AGENCY, and other reasonable costs, including all costs of defense, which any of them may incur to the extent found to be caused by the negligent 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 reimbursement of reasonable attorneys' fees, incurred by counsel of the DISTRICT's choice, or the choice of the respective PARTICIPATING AGENCY, incurred by the indemnified parties as part of DISTRICT's total damages in proportion to CONSULTANT's determined percentage of fault as set forth in California Civil Code section 2782.8 as it is written as of the date of this Agreement in any lawsuit to which they are a party.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective directors, board members, officers, employees, or agents, in any and all such suits, actions, or other legal proceedings to the extent that CONSULTANT has been found legally liable.

CONSULTANT shall immediately reimburse **DISTRICT, PARTICIPATING AGENCIES,** or their respective directors, board members, officers, employees, or agents, for any and all legal expenses and costs incurred by each of them in connection therewith as part of DISTRICT's total damages in proportion to CONSULTANT's determined percentage of fault as set forth in California Civil Code section 2782.8 as it is written as of the date of this Agreement 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 PARTICIPATING AGENCIES**, or their respective directors, board members, officers, employees, or agents.

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** Ethic's 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 <u>CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE</u>

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 provided all outstanding invoices owing to CONSULTANT from DISTRICT under this Agreement have been paid. Upon payment of all outstanding invoices owing to CONSULTANT, 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.

DISTRICT agrees to indemnify, and hold the CONSULTANT harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of CONSULTANT's drawings and specifications, except on projects where the CONSULTANT has been retained to provide services.

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 <u>INTEGRATION OF ALL OTHER AGREEMENTS</u>

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 thereinafter, which shall be and is the effective date of this **AGREEMENT**.

APPROVED BY:	CONSULTANT ACCEPTANCE:
Date	Date 4/25/2022
Robert Hunter, General Manager Municipal Water District of Orange County 18700 Ward Street, P.O.Box 20895 Fountain Valley, CA 92708 (714) 963-3058	Name: Address: Phone: Tax I.D. #

_		
	Internal Use Only:	
	Program No	
	Line Item:	
	Funding Year:	
	Contract Amt.:	
	Purchase Order #	

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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§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 for 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

<u>Please note</u> 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

	Company: Name: Address: Phone: Tax I.D. #
۱.	Term – Commencement (Insert Date)Termination (Insert Date)
2.	Fees/Rates to be billed - \$
3.	Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$ CONSULTANT's fees shall be billed by the 10 th day of the month for the previous month's activities. Invoices received by the 10 th day of the month will be paid by DISTRICT by the end of the following month. Invoices shall reference the Purchase Order number from 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.
1.	Scope of Work/Services – (Insert SPECIFIC description – do not list "refer to Exhibit ")
5.	Consultant Representative:

WATER USE EFFICIENCY ECONOMIC ANALYSIS SHARED SERVICES AGREEMENT

This Water Use Efficiency Economic Analysis Shared	l Services Agreement
("Agreement") is made and entered into as of	, 2022, by and between the
Municipal Water District of Orange County ("MWDOC") and	Santa Margarita Water District
(SMWD). MWDOC and SMWD may be collectively referred	to as "Parties" and individually
as a "Party."	•

RECITALS

- A. MWDOC offers its member agencies ("Member Agencies") the benefits of certain programs called choice services, which are services that MWDOC makes available to Member Agencies that they may elect to participate in or not ("Choice Services").
- B. If Member Agencies elect to receive certain Choice Services, they execute an agreement with MWDOC that sets forth the terms and conditions for such Choice Services.
- C. Through these agreements MWDOC offers cost sharing and shared services components that allow Member Agencies to obtain economies of scale and save money on such Choice Services.
- D. With input from MWDOC and SMWD, a Scope of Work was prepared by consultant Water Systems Consulting, Inc. ("WSC") and sub-consultant M. Cubed, to complete an economic analysis of proposed State water use efficiency standards.
- E. The Parties desire to enter into this Agreement whereby MWDOC and SMWD will receive services as identified in the Scope of Work on the terms and conditions described in this Agreement.

TERMS

- 1. <u>Scope of Services</u>. The parties agree that the consultant WSC and its sub-consultant M. Cubed will provide to MWDOC and SMWD the services that are identified in the Scope of Work attached as Exhibit A ("Services").
- 2. <u>Term of Agreement</u>. The term of this Agreement shall be from May 3, 2022 to December 31, 2022.
- 3. <u>Pricing and Payment</u>. SMWD shall pay MWDOC for the Services performed pursuant to this Agreement in the amount of \$25,000. MWDOC will pay any other costs associated with the provision of Services.
- 4. <u>Billing Procedure and Payment</u>. Within thirty (30) days of approval of the Scope of Work by the MWDOC Board of Directors, MWDOC shall invoice SMWD for their share of the cost of Services, which is \$25,000. SMWD shall pay MWDOC within thirty (30) days of receipt of the invoice. In the event that there is a subsequent change in the Services that were elected in the Scope of Work, MWDOC will provide a revised invoice for such change and in the event that the change results in a credit to SMWD, then a refund will be issued.
- 5. <u>Termination</u>. Either Party may terminate this Agreement upon thirty (30) days written notice to the other. In such an event, the Parties shall be responsible to each other for any obligations that have already been incurred prior to the termination date.
- 6. <u>Qualifications</u>. MWDOC represents and warrants to SMWD that MWDOC and its Consultants have the qualifications, experience, equipment, and licenses, necessary to properly perform the Services in a competent and professional manner. MWDOC will cooperate with SMWD to enforce any warranty or other contractual claims arising out of the failure of a Consultant to perform Services in accordance with the terms of this Agreement.
- 7. <u>Standard of Care</u>. MWDOC's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised to perform the Services. MWDOC will require that all Consultants provide the same level of professional qualification and skill.
- 8. Accounting. MWDOC shall, for a reasonable time, keep accurate and detailed records of the Services performed and the financial details in connection with such Services, including all accounting books and records related to any payments to Consultants (collectively, the "Records"). Any and all Records must be maintained in accordance with generally accepted accounting principles that are applicable to local government agencies in the State of California and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by MWDOC under this Agreement. MWDOC shall give Participating Agency, during normal business hours, reasonable access to such Records.
- 9. <u>Indemnification</u>. MWDOC agrees to indemnify and hold harmless SMWD, its Board, members of the Board, employees, and authorized volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any

manner arising out of any negligent acts or willful misconduct of MWDOC, its agents and employees in connection with the provision of Services. MWDOC further agrees that it will cause all Consultants to indemnify and hold harmless SMWD from any and all Claims arising out of the negligent acts or willful misconduct of the Consultant, its agents and employees, and SMWD agrees that it will look solely to the Consultant for such Claims, provided, however, that MWDOC will act as the agent of SMWD to enforce the terms of the indemnity with Consultant and make any related insurance claims with respect to the insurance coverage provided by Consultant. If MWDOC fails to obtain a contractual indemnity and insurance coverage from a Consultant, then MWDOC will be responsible to indemnify and hold harmless SMWD for any Claims. SMWD agrees and acknowledges that MWDOC is not responsible for the maintenance and quality of any of SMWD's facilities, and SMWD is responsible for any costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, arising from such.

- 10. <u>Insurance</u>. MWDOC shall require all Consultants to procure and maintain insurance in amounts as described in MWDOC's Standard Agreement for Consulting Services, Exhibit C.
- 11. <u>Independent Contractor</u>. MWDOC shall act as an independent contractor in the performance of the Services provided for in this Agreement and shall furnish such Services in MWDOC's own manner and method, and in no respect shall MWDOC or any of its agents be considered an agent or employee of SMWD. No provisions of this Agreement shall be intended to create a partnership or joint venture between MWDOC or any of its agents and SMWD, and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.
- 12. <u>Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose.

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

Santa Margarita Water District
Daniel R. Ferons
General Manager
26111 Antonio Pkwy
Rancho Santa Margarita, CA 92688

Such notice shall be deemed made when personally delivered or sent via commercial overnight courier and shall be effective upon receipt. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

13. <u>Jurisdiction and Venue</u>. 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.

- 14. <u>Counterparts and Facsimile</u>. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.
- 15. <u>Severability</u>. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
- 16. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.
- 17. <u>Authority to Execute</u>. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18. <u>Incorporation of Recitals</u>. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereinafter written, which shall be and is the effective date of This Agreement.

MWD	OC:
Ву:	Robert J. Hunter, General Manager Municipal Water District of Orange County
	Date:
Appro	ved as to Form
Ву:	Joseph Byrne, General Counsel
Date:	 _
Partic	sipating Agency:
By:	

Name:
Title:
Agency:
Approved as to Form
Ву:
Name:
Nate:



ACTION ITEM May 18, 2022

TO: Board of Directors

FROM: Planning & Operations Committee

(Directors Tamaribuchi, McVicker, Nederhood)

Robert Hunter Staff Contact: Heather Baez

General Manager

SUBJECT: AB 2639 (QUIRK) – SAN FRANCISCO BAY/SACRAMENTO-SAN

JOAQUIN DELTA ESTUARY: WATER QUALITY CONTROL PLAN:

WATER RIGHTS PERMITS

STAFF RECOMMENDATION

Staff recommends the Board of Directors vote to adopt an Oppose Unless Amended position on AB 2639 (Quirk) and join the Association of California Water Agencies' (ACWA) coalition.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

BILL SUMMARY

Assembly Bill 2639 would require the State Water Resources Control Board to complete an update and implementation of the San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan (Bay-Delta Plan) by December 31, 2023. In addition, it places a moratorium on new water rights permits resulting in increased diversions in the Sacramento River/San Joaquin River watershed after January 1, 2024, unless and until the update and implementation are completed.

BACKGROUND

Budgeted (Y/N): n/a	Budgeted amount: n/a		Core X	Choice
Action item amount: No	e Line item:			
Fiscal Impact (explain if	unbudgete	ed):		

The Bay-Delta Plan identifies beneficial uses of water, water quality objectives to protect those uses, a program of implementation to achieve the objectives, and monitoring and special studies. Relevant beneficial uses include domestic, municipal and industrial, agricultural, and preservation of fish and wildlife.

Bay-Delta Plan Status

The State Water Board adopted the Bay-Delta Plan in 1978. The last major update was in 1995. (There were some relatively minor updates in 2006.) The Board has been in the process of developing new updates to the Plan since 2009. Currently there are two phases for plan amendments.

Phase 1 - On December 12, 2018, through State Water Board Resolution No. 2018-0059, the State Water Board adopted the Plan amendments and Final Supplemental Environmental Document establishing the Lower San Joaquin River flow objectives and revised southern Delta salinity objectives. On February 25, 2019, the Office of Administrative Law approved the Plan amendments, which are now in effect.

Voluntary Agreements: The amended Bay-Delta Plan left room for potential Voluntary Agreements (VAs) by inclusion of the following statement: *The State Water Board encourages parties to present any executed voluntary agreement to the State Water Board for its review as soon as feasible to improve conditions in the watershed.*

Phase 2 - The State Water Board is also considering Plan amendments focused on the Sacramento River and its tributaries, Delta eastside tributaries (including the Calaveras, Cosumnes, and Mokelumne rivers), Delta outflows, and interior Delta flows.

ARGUMENTS IN SUPPORT

According to the author's office, "This bill acts directly on a recommendation from a group of water law experts convened by the Planning & Conservation League to set a hard deadline for adopting and implementing updates to the Bay-Delta Plan." The provisions of AB 2639 closely align with the recommendations in the paper <u>found here.</u>

A coalition of dozens of supporters argues, "It has been 27 years since the [State Water Board] updated the [Bay-Delta Plan]. The State [Water] Board itself recognized the need for "urgent efforts in the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay Delta) to address prolonged and precipitous declines in native aquatic species and the ecosystem they depend on." Those declines now include several species on the precipice of extinction.

ARGUMENTS IN OPPOSITION

While having deadlines is good, the ones proposed in AB 2639 are not workable. The timing is a serious issue. For example, the proposed December 31, 2023 deadline for implementation of the Phase 1 Plan update is based on the use of a regulation as the implementation pathway. We need assurance that this deadline will accommodate Voluntary Agreements. Other timing issues need to be explored to determine which

deadlines would be workable to insure sufficient time for CEQA compliance and the impact of the federal process on the biological opinions.

The other concern is the water rights provisions. The proposed moratorium would prohibit the State Water Board from approving any new water right permits, or extensions of time for any existing permits, that would result in new or increased diversions to surface water storage from the Sacramento River/San Joaquin River watershed. The implications of this moratorium would affect water providers throughout most areas of the State. Water agencies are proactively evaluating the needs to their service areas for decades to come, and, as a result, many have water right applications currently pending before the State Water Board. Obtaining these rights is necessary to meet future demands from a growing population, respond to climate change, diversify water supplies, and more. Artificially tying these applications to the Bay-Delta Plan process endangers this forward-thinking approach and the ability of agencies to provide water for their customers and the environment. Prohibiting extensions of time would also imperil many ongoing projects and existing water right permits. There is no reason why the State Board cannot work on updates to the Bay-Delta Plan and the water rights simultaneously.

PROPOSED AMENDMENTS

ACWA's Suggested Amendments:

1. Delete the two December 31, 2023 deadlines and replace them with deadlines that are workable (e.g., from VAs and due process perspectives);

[Note – An alternative would be to include specific steps to make progress that the State Water Board would be required to take by December 31, 2023 (i.e., that are not the complete actions proposed currently in the bill).

- 2. Clarify that the final San Joaquin River/Southern Delta update includes the Plan amendment that the Office of Administrative Law approved in 2019; and
- 3. Strike the water rights provision (subdivision (c)) entirely from the bill.

BOARD OPTIONS

Option #1

Adopt an oppose unless amended position on AB 2639 and join ACWA's coalition.

Option #2

Take no action

STAFF RECOMMENDATION

Option #1

ATTACHED:

AB 2639 Full Text

AMENDED IN ASSEMBLY APRIL 19, 2022 AMENDED IN ASSEMBLY MARCH 22, 2022

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 2639

Introduced by Assembly Member Quirk

February 18, 2022

An act to add Section 13170.6 to the Water Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 2639, as amended, Quirk. Water—San Francisco Bay/Sacramento-San Joaquin Delta Estuary: water quality control plans and plan: water rights right permits.

Existing law establishes the State Water Resources Control Board and the 9 California regional water quality control boards as the principal state agencies with authority over matters relating to water quality. Existing law requires the state board to formulate and adopt state policy for water quality control. Existing law authorizes the state board to adopt water quality control plans for waters that require water quality standards pursuant to the Federal Water Pollution Control Act, and provides that those plans supersede any regional water quality control plans for the same waters to the extent of any conflict.

This bill would require the state board, on or before December 31, 2023, to adopt a final update of the 1995 Water Quality Control Plan for the Bay-Delta, San Francisco Bay/Sacramento-San Joaquin Delta Estuary, as specified, and to implement the amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary plan adopted by the state board pursuant to Resolution No. 2018-0059 on December 12, 2018. The bill would prohibit the state

AB 2639 -2-

board board, on or after January 1, 2024, from approving—any a new water right—permits or extensions of time for any existing permits resulting permit that would result in new or increased diversions to surface water storage from the Sacramento River/San Joaquin River watershed until and unless the state board has taken those actions.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 13170.6 is added to the Water Code, to 2 read:
- 13170.6. (a) The board shall, on or before December 31, 2023, adopt a final update of the 1995 Water Quality Control Plan for the Bay-Delta San Francisco Bay/Sacramento-San Joaquin Delta Estuary adopted by the board in Resolution No. 95-24 on May 22,
- 7 1995, as amended by the 2006 amendment adopted by the board 8 in Resolution No. 2006-0098 on December 13, 2006.
- 9 (b) The board shall, on or before December 31, 2023, through 10 regulation or other appropriate implementation methods, implement 11 the amendments to the Water Quality Control Plan for the San 12 Francisco Bay/Sacramento-San Joaquin Delta Estuary adopted by
- Francisco Bay/Sacramento-San Joaquin Delta Estuary adopted by the board pursuant to Resolution No. 2018-0059 on December 12,
- 14 2018.
- 15 (c) The On or after January 1, 2024, the board shall not approve 16 any a new water right permits or extensions of time for any existing
- 17 permits resulting permit that would result in new or increased
- 18 diversions to surface water storage from the Sacramento River/San
- 19 Joaquin River watershed until and unless the board has taken the
- 20 actions described in subdivisions (a) and (b).



ACTION ITEM May 18, 2022

TO: Board of Directors

FROM: Planning & Operations Committee

(Directors Tamaribuchi, McVicker, Nederhood)

Robert Hunter Staff Contact: Heather Baez

General Manager

SUBJECT: SB 1044 (DURAZO) - EMPLOYERS: STATE OF EMERGENCY OR

EMERGENCY CONDITION: RETALIATION

STAFF RECOMMENDATION

Staff recommends the Board of Directors vote to adopt an Oppose Unless Amended position on SB 1044 (Durazo) and send a letter to the author and the Orange County delegation.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

BILL SUMMARY

Senate Bill 1044 would:

- (1) Prohibit an employer from taking or threatening any adverse action against any employee for refusing to report to, or leaving, a workplace because the employee feels unsafe due to a state of emergency or an emergency condition.
- (2) Permit employees to access their mobile device or other communications device to use in emergencies to assess the situation, seek assistance or communicate with a person to verify their safety.

BACKGROUND

Budgeted (Y/N): n/a	Budgeted amount: n/a		Core X	Choice
Action item amount: No	e Line item:			
Fiscal Impact (explain if	unbudgete	ed):		

Under current law, California employers have a legal obligation to provide and maintain a safe and healthful workplace for their employees. Among other things, employers are required to have a written Injury and Illness Prevention Program (IIPP) with specific elements set forth in the Labor Code and Cal/OSHA regulations including, among other things, the following:

- (1) Safety communications system with employees,
- (2) System for assuring employee compliance with safe work practices,
- (3) Scheduled inspections/evaluation system,
- (4) Accident investigation, and
- (5) Procedures for correcting unsafe/ unhealthy conditions.

Employers must regularly review and update the IIPP in order for it to remain effective. Cal/OSHA has a duty and authority to investigate a workplace for safety and welfare of employees, on its own motion or upon complaints. Additionally, Cal/OSHA has various standards that employers must abide by in order to render employment safe for workers. Existing law prohibits an employee from being laid off or discharged for refusing to perform work in violation of prescribed safety standards, where the violation would create a real and apparent hazard to the employee or his or her fellow employees. Any employee, who is laid off or discharged in violation of the law, has a right of action for lost wages for the time the employee is without work as a result of the layoff or discharge.

ARGUMENTS IN SUPPORT

Proponents for SB 1044 say that this proposal will provide basic safety measures for California workers who face emergencies on the job. According to the sponsors of the measure, the Los Angeles County Federation of Labor and the California Teamsters Public Affairs Council, "Over the past two years of the pandemic, worker health and safety has routinely been sacrificed in the pursuit of profits. Many companies have failed to inform workers of workplace outbreaks, permit them to use sick leave, or allow them to file workers compensation claims when they are exposed at the workplace. But Covid is far from the only threat to worker safety. With the effects of climate change impacting vulnerable communities most, workers in fields, food packing plants, and warehouses will again be on the frontlines. As wildfires increase in frequency and intensity, workers are often expected or required to continue working in extreme heat, unhealthy smoke, and dangerous conditions."

ARGUMENTS IN OPPOSITION

A coalition of employer organizations, including the California Chamber of Commerce, are opposed to the measure arguing that existing Cal/OSHA regulations and state and federal law include substantial safety protections, provide employees the right to a safe workplace, and protect employees from retaliation if those laws are violated. They argue that across industries and workplaces, employers must at a minimum have 1) an Emergency Action Plan, 2) Fire Prevention Plan, and 3) Injury and Illness Prevention Program. Regarding existing Cal/OSHA regulations, they write, "More importantly – these regulations address the underlying workplace hazards, meaning that an employee

is already protected from these hazards in all but the most extreme cases. If an employee reasonably believes that their employer has violated any safety laws and that the work creates a real and apparent safety hazard or there is imminent danger of death or serious injury and the employer fails to eliminate the danger, under both California and federal law they can refuse to work. They are also protected from retaliation for reporting such conduct. Cal/OSHA or a court will evaluate whether there were legal violations or evidence of an unsafe workplace. Further, in 2020, the Legislature made it a crime to require an employee to remain in their place of work if there was a notice to evacuate or leave."

One of the more concerning aspects of this proposal, and perhaps an unintended consequence is SB 1044 does not make exceptions for, or limit applicability to public employees who are mandated reporters in a state of emergency. This includes WEROC, and our ability to deploy employees as disaster service workers, and respond effectively in a disaster situation.

Opponents argue that, "Police, firefighters, healthcare workers, couriers, food service workers, agriculture workers and more all provide essential services that others depend on. Some sectors or professions even have legally mandated staffing ratio requirements, such as hospitals. SB 1044 contains no exceptions for those industries. By failing to consider the safety consequences of allowing emergency response personnel to walk-off the job, SB 1044 fails to take into account the safety of the public."

PROPOSED AMENDMENTS

Engage with CSAC, via the County of Orange, along with other emergency response organizations, to have public employees exempted from SB 1044 for purposes of disaster response.

BOARD OPTIONS

Option #1

 Adopt an oppose unless amended position on SB 1044, and send a letter to the author's office and the Orange County delegation with our concerns.

Option #2

Take no action

STAFF RECOMMENDATION

Option #1

ATTACHED:

SB 1044 Full Text

AMENDED IN SENATE MARCH 23, 2022 AMENDED IN SENATE MARCH 15, 2022

SENATE BILL

No. 1044

Introduced by Senator Durazo (Coauthors: Senators Gonzalez, Leyva, and Wiener)

(Coauthor: Assembly Member Stone)

February 15, 2022

An act to add Chapter 11 (commencing with Section 1139) to Part 3 of Division 2 of the Labor Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

SB 1044, as amended, Durazo. Employers: state of emergency or emergency condition: retaliation.

Existing law establishes within the Department of Industrial Relations the Division of Labor Standards Enforcement, under the direction of the Labor Commissioner. Existing law authorizes the division to enforce the Labor Code and all labor laws of the state the enforcement of which is not specifically vested in any other officer, board, or commission. Existing law prescribes comprehensive requirements relating to minimum wages, overtime compensation, and standards for working conditions for the protection of employees applicable to an employment relationship.

This bill would prohibit an employer, in the event of a state of emergency or an emergency condition, as defined, from taking or threatening adverse action against any employee for refusing to report to, or leaving, a workplace within the affected area because the employee feels unsafe. The bill would also prohibit an employer from preventing any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing

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the safety of the situation, or communicating a person to confirm their safety. The bill would require an employee to notify the employer of the state of emergency or emergency condition requiring the employee to leave or refuse to report to the workplace, as specified. The bill would clarify that these provisions are not intended to apply when an official state of emergency remains in place but emergency conditions that pose an imminent and ongoing risk of harm to the workplace, the worker, or the worker's home have ceased.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Chapter 11 (commencing with Section 1139) is added to Part 3 of Division 2 of the Labor Code, to read:

Chapter 11. State States of Emergency and Emergency Conditions

- 1139. (a) As used in this section, "state of emergency" means the existence of any of the following: following that is declared after enactment of this section, is in the county where a worker lives or works, and poses an imminent and ongoing risk of harm to the worker, the worker's home, or the worker's workplace:
- (1) A Presidential declaration of a major disaster or emergency, caused by natural forces, in accordance with the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Sec. 5121 et seq.).
- (2) Pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code, a declared state of emergency or local emergency due to conditions of disaster or extreme peril to the safety of persons or property within the affected area caused by natural forces.
- (3) A federal, state, regional, or county alert of imminent threat to life or property due to a natural disaster or emergency.
- (b) As used in this section, "emergency condition" means the existence of either of the following:
- (1) An event that poses serious danger to the structure of a workplace or to a worker's immediate health and safety.

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(2) An order to evacuate a workplace, a worker's home, or the school of a worker's child.

- (c) In the event of a state of emergency or an emergency condition, an employer shall not do either of the following:
- (1) Take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace within the affected area because the employee feels unsafe.
- (2) Prevent any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.
- (d) (1) When feasible, an employee shall notify the employer of the state of emergency or emergency condition requiring the employee to leave or refuse to report to the workplace prior to leaving or refusing to report.
- (2) When prior notice described by paragraph (1) is not feasible, the employee shall notify the employer of the state of emergency or emergency condition that required the employee to leave or refuse to report to the workplace after leaving or refusing to report.
- (e) This section is not intended to apply when an official state of emergency remains in place but emergency conditions that pose an imminent and ongoing risk of harm to the workplace, the worker, or the worker's home have ceased.



ACTION ITEM

May 18, 2022

TO: Board of Directors

FROM: Planning & Operations Committee

(Directors Tamaribuchi, McVicker, Nederhood)

Robert Hunter, General Manager Staff Contact: Harvey De La Torre

Alex Heide

SUBJECT: MASTER AGREEMENTS FOR SHARED PROGRAMS AND SERVICES

WITH ANAHEIM, SANTA ANA, AND FULLERTON

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to execute the Master Agreements for Shared Programs and Services with the cities of Anaheim, Santa Ana, and Fullerton, subject to any non-substantive changes or modifications.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

The Municipal Water District of Orange County (MWDOC) administers a wide variety of programs to its member agencies. These program include water use efficiency rebates and incentives, water loss control, school programs, joint water resources planning efforts, regional studies, engineering studies, and WEROC. MWDOC's administration of these programs achieve economies of scale efficiencies, while allowing for adaptability to suit each member agency's specific needs within their respective service areas.

Historically, MWDOC has worked closely with the cities of Anaheim, Fullerton, and Santa Ana (Three Cities) to extend the aforementioned MWDOC programs into their service territories. In addition to providing the same economies of scale efficiencies to the Three Cities, it has been beneficial to collaborate on pursuing joint external funding as a contiguous county for many of these activities.

Budgeted (Y/N): N/A	Budgeted a	amount: N/A	Core	Choice X
Action item amount: N/A		Line item:		
Fiscal Impact (explain if unbudgeted): These are funds the Three Cities are electing to utilize through MWDOC's Choice services.				

MWDOC and the Three Cities' staffs have found it administratively efficient to streamline many of MWDOC's regional programs through their inclusion in a Master Agreement. This formalization allows for timely processing of payments, clear delineation of program participation, and delineation of the roles and responsibilities for both signatories.

In April of 2022, MWDOC staff brought an information item to the Board that discussed the background and key terms of the Master Agreements with the Three Cities. Since that time, MWDOC staff has been working cooperatively with each agency's staff and legal counsel on finalizing the key terms of the Agreements.

Key terms of the 2022 Master Agreements include:

- Participation by the Three Cities in Water Use Efficiency Programs, Water Loss Control, WEROC, School Programs, mutual study efforts, and other efforts as mutually agreed upon.
- Initial five-year term, with a second five-year extension.
- Not to exceed amount for costs set at \$500,000 (Fullerton), \$750,000 (Santa Ana), \$1,500,000 (Anaheim).
- Either party may terminate the Agreements in its entirety at any time upon thirty (30) days written notice to the other Party.

The Master Agreements are currently in their substantive draft form as seen in Attachment A, and are in the process of going to each agency's governing body for approval and are subject to non-substantive changes and/or revisions. Of note, each Master Agreement deviates slightly from the sample agreement due to agency specific requirements.

BOARD OPTIONS

Option #1: Authorize the General Manager to execute the Master Agreements for Shared Programs and Services with the cities of Anaheim, Santa Ana, and Fullerton, subject to any non-substantive changes or modifications.

Fiscal Impact: This agreement allows for the invoicing of the Three City's proportional share of the choice costs and programs, therefore there is no direct fiscal impact to MWDOC.

Business Analysis: Authorizing the Master Agreements allows MWDOC and the Three Cities to administer programs in an administratively efficient manner, save resources and staff time, limit legal liability, and achieve a greater economy of scale for MWDOC's programs.

Option #2: Do not authorize the General Manager to execute the Master Agreements for Shared Programs and Services with the cities of Anaheim, Santa Ana, and Fullerton.

Fiscal Impact: No fiscal impact to MWDOC

Business Analysis: Not authorizing the General Manager to execute the Master Agreements would result in a decrease in efficiency in the administration of MWDOC's regional programs and projects for the Three Cities, and could result in delays of payments and the inability to collaborate on grant funding opportunities.

Option #1

Attachments: (A) Sample Master Agreement

MASTER AGREEMENT FOR SHARED PROGRAMS AND SERVICES BETWEEN THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY & THE CITY OF

THIS AGREEMENT is made and entered into as of	_ 2022, by and between the Municipal Water
District of Orange County ("MWDOC") and the City of	("City") to provide for
participation by the City in various programs and services ad	ministered by MWDOC, as described herein.
The City and MWDOC are referred to jointly as "Parties" ar	nd individually as "Party."

RECITALS

WHEREAS, the Parties are both member agencies of the Metropolitan Water District of Southern California ("Metropolitan") and have many common interests related to water activities, programs and organizations within Orange County; and

WHEREAS, the Parties share many water planning characteristics, including location, climate history, demographics, water sources, water supplies and demand management measures; and

WHEREAS, the Parties share a long and successful history of collaborating on water resource activities, planning analysis and reports, water use efficiency programs, and other joint efforts; and

WHEREAS, the Parties desire to cooperate and pool resources to obtain economies of scale on joint studies and programs, share information developed independently, simplify the process of implementing water use efficiency measures, and maximize grant funding for all of these activities; and

WHEREAS, the Parties have prepared this Agreement to address the common goal of consolidating and streamlining the contracting procedures required for MWDOC's administration of, and the City's participation in, the programs and services referenced herein;

NOW, THEREFORE, the Parties agree as follows:

1. Water Use Efficiency Programs ("WUE Programs")

1.1. Notice Procedures

1.1.1. Subject to the limitations set forth in this section, the Parties shall work together to make WUE Programs available to water users throughout the City's water service area. In general, the City will have access to the same "choice", or pay-for-service, WUE Programs that are currently available to MWDOC member agencies. Within thirty (30) days of the Effective Date, MWDOC shall send a written notice to the City listing all available WUE Programs and the requirements for each along with enrollment forms for participation in those WUE Programs. This written notice shall contain the estimated costs of the WUE Program as well as that program's specific requirements and terms and conditions. Thereafter, MWDOC shall provide a written notice with this information for every upcoming fiscal year at the time of MWDOC's budget preparation or within thirty (30) days of new information being made available to MWDOC by Metropolitan. The notices to be provided by MWDOC shall be referred herein as the WUE Program Notice. MWDOC shall also provide the City with any other information or documents which are required for participation in WUE Programs or reasonably requested by the City in connection with WUE Programs. For each fiscal year,

- the City shall review the WUE Program Notice and choose the WUE Programs and the level of its participation that the City deems beneficial. In connection with the foregoing, the City will notify MWDOC in writing by indicating in the WUE Program Notice the level of the City's participation in any WUE Program for each fiscal year ("WUE Participation Notice).
- 1.1.2. If a new WUE Program is introduced or a material amendment is made to an existing WUE Program during a fiscal year, MWDOC shall provide the City with a written notice thereof ("Amended WUE Program Notice") as soon as reasonably possible prior to the date the new program or amendment is scheduled to commence. This Amended WUE Program Notice shall contain the program's specific requirements and terms and conditions and any costs that may be ascertainable at such time. Within thirty (30) days of receiving the Amended WUE Program Notice, the City will notify MWDOC in writing whether the City will participate in the new or amended WUE Program and the level of its participation ("Amended WUE Participation Notice").
- 1.1.3. Except to the extent of the elections made in the WUE Participation Notice and the Amended WUE Participation Notice, the City shall have no obligation to participate in any WUE Program, including, but not limited to, any obligation to provide financial contribution to such program.
- 1.1.4. The City understands that specific requirements and terms of conditions may apply to each WUE Program that the City chooses to participate in and agreeing to such requirements and terms and conditions is a prerequisite to the City's participation in such WUE Programs. In connection with the foregoing, MWDOC shall provide the City with all applicable specific requirements and terms and conditions in a WUE Program Notice or Amended WUE Program Notice.
- 1.1.5. The City understands that by entering into this Agreement it agrees to pay MWDOC for its proportionate share of MWDOC's costs for administering MWDOC's WUE Program based on and to the extent of the City's level of participation as more particularly described in Section 1.8. If the City elects to participate in any or all MWDOC WUE Programs, MWDOC will invoice the City for such costs as described in Section 1.8.
- 1.1.6. The City is responsible for monitoring its level of participation in any WUE Program and is responsible for payment of all funding contributions required of the City by the WUE Program as authorized by a WUE Participation Notice or Amended WUE Participation Notice. In connection therewith, MWDOC is not responsible for any of the City's required payments or funding contributions even if they are above any cost estimate or the City's budgeted amounts authorized by a WUE Program Notice or Amended WUE Program Notice, except pursuant to the results of an audit by the City under Section 8.3.
- 1.1.7. In the event a WUE Program is terminated early, City is responsible for payment of any funding contributions required by the WUE Program to the extent of applications initiated prior to the effective date of the termination. For purposes of the preceding sentence, an

application is deemed initiated when an application has been received by Metropolitan's rebate vendor, EGIA, by MWDOC, or a reservation has been made within any of MWDOC's online application portals that is pursuant to any of the WUE Programs described within this Agreement.

1.1.8. Notwithstanding any other provision of this Agreement, MWDOC providing funds for any of the MWDOC WUE Programs is conditioned upon the availability of funds and MWDOC is under no obligation to provide funding to City for any WUE Program if MWDOC determines, in its own discretion, that such funding is exhausted, reduced, eliminated, or unavailable from any funding source, for any reason. In the event MWDOC determines funding for a WUE Program has been exhausted, reduced or unavailable, it will notify the City immediately and City may terminate its participation in that affected WUE Program upon MWDOC's receipt of the City's written notice.

1.2. WUE Programs Availability

- 1.2.1. Subject to the limitations set forth herein, the Parties agree that the WUE Programs chosen by the City for participation in the City's WUE Participation Notice or Amended WUE Participation Notice, shall be made available throughout the City's water service area for the Term, without the need for a separate agreement between the Parties in addition to this Agreement.
- 1.2.2. MWDOC shall involve the City in the WUE Program marketing to occur within the City, and the City agrees to assist in the marketing of WUE Programs it participates in under this Agreement; provided, City may terminate any MWDOC marketing efforts within the City's water service area which City deems contrary to its best interests. If any marketing efforts will extend to areas outside of the City's water service area, MWDOC will work with the City to address City's concerns. In those cases where MWDOC and City do not reach a mutually acceptable compromise, MWDOC will make all reasonable efforts to remove the City from such objectionable marketing efforts at the City's written request.

1.3. Grant Funding

1.3.1. Subject to any grant requirements and conditions, Grant funding obtained by MWDOC for WUE Programs may be made available to end water users within the City's water service area. In order for end water users within the City to be eligible to receive such grant funds from MWDOC, MWDOC will provide the City with the applicable grant terms and conditions and, if acceptable to the City, the City will provide MWDOC written notice of its acceptance of those terms and conditions. The administration of any MWDOC grant funding will be on a program by program basis, contingent upon the terms and conditions of each program.

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MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of _____

1.4.1. From time to time, funding may be made available from Metropolitan for MWDOC to operate a customized local water conservation incentive program or programs ("MWDOC Administered" or "MAA Program") in its service area, with access to the Metropolitan Base Incentives for such. As City is also a Metropolitan member agency, in order for MWDOC to administer the MAA Program for City, City would be required to apply to Metropolitan separately for funding. If the City desires MWDOC to administer a MAA Program, City will provide MWDOC a WUE Participation Notice or an Amended WUE Participation Notice. In such cases, MWDOC will administer the MAA Program for City and invoice City for activity in City's service area. City will reimburse MWDOC for any activity and the City is also responsible for seeking and securing reimbursement directly from Metropolitan. Specific terms and conditions will be provided by MWDOC to the City in the annual WUE Program Notice or an Amended WUE Program Notice.

1.5. Supplemental Funding

- 1.5.1. If the City elects to provide supplemental funding or enhanced incentives for a WUE Program provided under this Agreement, the City is responsible for tracking the use of and the remaining availability of such supplemental funds. MWDOC will assist in every reasonable way, but the ultimate responsibility for tracking all City funding is the responsibility of City, and City is responsible for any overuse of City funding. Supplemental funding designations should be indicated in the WUE Participation Notice or Amended WUE Participation Notice. In the event any City provided funding for any WUE Program is exhausted, and the City does not elect to add additional funding or transfer available funding from another WUE Program, MWDOC will discontinue offering the additional rebate funding for that Program in the City's service area.
- 1.5.2. City may also choose to provide additional supplemental funding of its own to augment the Metropolitan Base Incentives offered through SoCal Water\$mart. City will coordinate any such supplemental funding directly with Metropolitan.

1.6. Installation Verification and Inspection

- 1.6.1. The City shall be responsible for conducting installation verifications/inspections of items and devices installed, distributed, and/or rebated pursuant to this Agreement to ensure compliance with program requirements, and/or for paying all costs associated with this verification/inspection. Installation verification/inspection measures shall conform with MWDOC's Inspection and Verification Procedures attached hereto as Exhibit A ("Inspection and Verification Procedures") and incorporated herein by reference.
- 1.6.2. In connection with any selected WUE Programs that require installation verifications/inspection and to ensure compliance with program requirements, the City may elect to (1) conduct its own installation verifications/inspections by either utilizing its inhouse staff or contracting with a third party vendor of its choice; or (2) utilize MWDOC's installation verification/inspection contractor to conduct the installation verification/

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of
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inspections. MWDOC shall invoice the City monthly for any such inspection costs incurred by MWDOC on behalf of the City. In addition to the direct costs to MWDOC, reasonable staff time and overhead attributable to the verification/inspection services may be invoiced to the City.

- 1.6.3. Notwithstanding any other provision in this Agreement, City understands and agrees that if City utilizes MWDOC's verification/inspection vendor that MWDOC is in no way liable or responsible for the acts or omissions of such vendor and makes no representations or warranties regarding the quality of such vendor's work. City's sole recourse as to any action, claims or damages arising out of the acts or omissions of MWDOC's verification/inspection vendor is with the vendor and not with MWDOC.
- 1.6.4. MWDOC reserves the right to conduct installation verification/inspection of items and devices within the City's service area that are installed in connection with a WUE Program covered by this Agreement.
- 1.6.5. In connection with any WUE Program covered by this Agreement, the City acknowledges that any item or device receiving funding from Metropolitan may be subject to an installation verification/inspection to be performed by Metropolitan, or its agent(s), at Metropolitan's discretion.
- 1.6.6. The City shall promptly refund to MWDOC any amounts paid under any WUE Program for installed or distributed items or devices, including any grant funds, in the event MWDOC or Metropolitan establishes via installation verification/inspection and/or audit that the program items or devices were not installed in compliance with the requirements set forth in the Inspection and Verification Procedures and this Agreement. If the inspection/installation verification is conducted prior to the payment/rebate being issued to the customer, the customer may, at the discretion of MWDOC and/or MET, be offered an opportunity to remedy any installation deficiencies in order to receive the maximum eligible rebate. Installation deficiencies discovered post-payment will be addressed on a case-by-case basis and may require the reimbursement of any payment/rebate previously issued.
- 1.6.7. For this section 1.6, "items" and "devices" includes, but is not limited to, plumbing fixtures, irrigation devices, turf (removal and replacement), and any other items, devices or materials that are installed in connection with a WUE Program covered by this Agreement.
- 1.6.8. At the time this Agreement is made, both the Turf Removal Program and the Spray to Drip Rebate Program require inspection services from the City.
- 1.7. Program With Matching Contribution Requirement
 - 1.7.1. From time to time, WUE Programs may be developed that require a matching contribution from the City in order for the City to participate in such WUE Programs.

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1.7.2. The amount of local match funding required for a particular device or program will be determined by the availability of other funding, and the City's share of the local match funding will be set forth in the WUE Program Notice or Amended WUE Program Notice.

1.8. WUE Program Cost Allocation and Invoicing

- 1.8.1. During its annual budget process, MWDOC shall allocate to the City a proportionate share of MWDOC's estimated WUE Program costs ("Choice Costs"). This share of MWDOC's estimated WUE Program costs shall be determined by dividing the total outside funding provided during the previous calendar year to WUE Program participants within the City's service area by the total outside funding provided during the previous calendar year to WUE Program participants within the service area of all MWDOC member agencies and other agency participants. That percentage is then applied to MWDOC's total WUE "choice" program budget, including personnel and overhead costs. An example of the annual reconciliation process is shown in Exhibit C.
- 1.8.2. MWDOC shall invoice the City for Choice Costs, which do not include the WUE Program administration and funding costs described below in Section 1.8.4, no later than September 30 of each year, and the City shall pay the amount due within forty-five (45) days of receipt of the invoice. MWDOC must be notified of any disputed invoice within thirty (30) days of receipt. An invoice template is shown in Exhibit B, which is attached hereto and incorporated by reference.
- 1.8.3. With regard to the Choice Costs referenced in Section 1.8.2 above, a reconciliation of actual WUE Program costs will be performed at the end of each year during MWDOC's budget process and any debts or credits will be reflected in the invoice sent to the City the following year.
- 1.8.4. MWDOC shall invoice the City on a monthly basis for supplemental funding or enhanced incentives pursuant to Section 1.5.1. These costs are separate from the Choice Costs.

2. Shared Consulting Services

2.1. The Parties shall continue to participate in and fund collective efforts in planning, research, policy development and other activities that require engagement of an outside consultant. MWDOC shall provide the City a copy of each consultant's proposal for review and comments. For each consultant so engaged, the City will notify MWDOC in writing if it elects to participate in the consulting services and the limit of its financial participation. The City shall have no obligation to pay for any consultant unless the City has agreed to participate in writing and shall not be responsible for paying any costs above the City's identified limit.

2.2. Water Resource Planning

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of _____

- 2.2.1. Subject to the first paragraph of this Section 2, the Parties may participate, without the need for an additional agreement, in joint activities and studies designed to ensure water supply and system reliability, including but not limited to, water reliability analyses, water supply and demand projections, master planning for water use efficiency, water system loss analysis and leak detection studies, preparation of urban water management plans and drought contingency plans, demand management studies, and studies related to water transfers, water recycling, groundwater recovery, and water storage programs.
- 2.2.2. The Parties may participate, without the need for an additional agreement, in joint activities and studies related to system reliability efforts for emergency response.
- 2.2.3. The City shall have no obligation to pay for consultant unless City has agreed to participate as set forth in the first paragraph of this Section 2.

2.3. Award and Administration of Consultant Agreements

- 2.3.1. When programs or services administered by MWDOC require MWDOC to engage a consultant, MWDOC will use its standardized professional services agreement as a form and will modify it as required for each particular engagement. MWDOC will award the agreement pursuant to its own Administrative Code and procedures, except as noted in this Agreement.
- 2.3.2. For each professional services agreement, MWDOC will determine appropriate insurance requirements. When MWDOC requires a consultant's insurer to name MWDOC, its directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, the same requirement will be made for the City and its Council, officers, agents, employees, attorneys, consultants and volunteers. Other protections in MWDOC's insurance requirements, including waiver of subrogation rights, will also be extended to the City when practicable.
- 2.3.3. MWDOC shall administer such professional services agreements and coordinate all aspects of the proposed work. MWDOC shall communicate with the City regularly and upon request regarding the status of the agreement and the work for each professional services agreement in which the City has elected to participate.
- 2.3.4. MWDOC shall invoice the City for the City's share of total costs anticipated for each professional services agreement in which the City has elected to participate, as contemplated in this Agreement. Such invoices shall be mailed by the 10th day of each month for the preceding month and shall be paid by the City within forty-five (45) days. The City shall have no obligation to pay for consultant unless City has agreed to participate as set forth in the first paragraph of this Section 2.
- 2.3.5. MWDOC shall inform the City on a timely basis of any proposed extra work under any professional service agreement being administered by MWDOC that would result in an

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of
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increase in the City's payment under this Agreement. MWDOC shall obtain input and written concurrence from the City and any other participating agencies prior to the authorization of extra work by the consultant. City shall not have any obligation to pay for any extra work unless the City Manager or his or her designee has provided to MWDOC a written notice of City's agreement for the performance of the extra work. MWDOC will be responsible for paying consultants directly.

3. Water Loss Control "WLC" Shared Services and Technical Assistance

- 3.1.1. MWDOC shall release WLC Shared Services and Technical Assistance Exhibits ("Exhibits") annually. In general, the City will have access to the same "choice" WLC Programs that are currently available to MWDOC member agencies. For each fiscal year, the City shall review the Exhibits and choose the WLC Programs and the level of its participation that the City deems beneficial. In connection with the foregoing, the City will notify MWDOC in writing by indicating in the Exhibits the level of the City's participation in any WLC Program for each fiscal year.
- 3.1.2. If a new WLC Program is introduced or a material change is made to an existing WLC Program during a fiscal year, MWDOC shall provide the City with updated written materials ("Amended WLC Exhibits") as soon as reasonably possible and prior to the date the new program or change is scheduled to commence. The Amended WLC Exhibits shall contain the program's specific requirements and terms and conditions and any costs that may be ascertainable at such time. Within thirty (30) days of receiving the Amended WLC Exhibits, the City will notify MWDOC in writing whether the City will participate in the new or amended WLC Program and the level of its participation.
- 3.1.3. Except to the extent of the elections made in the WLC Exhibits and amended WLC Exhibits, the City shall have no obligation to participate in any WLC Program, including, but not limited to, any obligation to provide financial contribution to such program.
- 3.1.4. The City understands that by entering into this Agreement it agrees to pay MWDOC for its proportionate share of MWDOC's costs for administering MWDOC's WLC Program based on and to the extent of the City's level of participation as more particularly described in Section 3.1.1. If the City elects to participate in any or all MWDOC WLC Programs, MWDOC will invoice the City for such costs as described in Section 3.1.1.
- 3.1.5. Funding may be made available from Metropolitan for MWDOC to operate a customized local water loss control incentive program or programs ("Grant" or "MAA Program") in its service area, with access to the Metropolitan Base Incentives for such. As City is also a Metropolitan member agency, in order for MWDOC to administer the MAA Program for City, City would be required to apply to Metropolitan separately for funding. If the City desires MWDOC to administer a water loss control MAA Program, City will provide MWDOC the WLC Exhibits or Amended WLC Exhibits. In such cases, MWDOC will administer the MAA Program for City and invoice City for activity in City's service area.

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of
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City will reimburse MWDOC for any activity and the City is also responsible for seeking and securing reimbursement directly from Metropolitan. Specific terms and conditions will be provided by MWDOC to the City in the annual WLC Exhibits or Amended WLC Exhibits.

- 3.1.6. MWDOC shall invoice the City on a monthly basis for WLC Shared Services and Technical Assistance work completed.
- 4. MWDOC K-12 Water Education Programs ("Choice School Programs")
 - 4.1. Choice School Programs. The Parties agree that the Choice, or pay-for-service, School Program offerings will be made available in the City's water service area for the Term of this Agreement, without the need for a separate agreement between the Parties in addition to this Agreement. The City sponsors program offerings within its service area at no cost to the schools or students by opting-in. The City will have no obligations to participate in any Choice School Program unless the City has agreed in writing to participate through the annual Choice School Programs Commitment Form.

There are multiple Choice School Program options: (a) a program for students in Kindergarten through Second Grade ("K-2 Choice Elementary School Program"); (b) a program for students in Third Grade through Fifth Grade ("3-5 Choice Elementary School Program"); (c) a program for students in Sixth Grade through Eighth Grade ("Choice Middle School Program"); and (d) a program for students in Ninth Grade through Twelfth Grade ("Choice High School Program"). Program offerings include options for in-person and live virtual lessons presented by trained education specialists. The school approved to receive any Choice School Program will determine whether the program can be delivered in-person or virtually.

Before the start of each school year and the commencement of any Choice School Program during the Term, MWDOC will provide the City with a detailed description of the program offerings and a complete price breakdown for each. The program description provided to the City will include budget recommendations and expected commitments and require written consent by the City before implementation. The City may request minor adjustments during the course of the program, and the City will not incur additional costs without the City's prior written consent.

- 4.2. Annually, the City will set Choice School Program commitments. MWDOC and its contractors will attempt to fulfill the commitment amounts. However, there is no guarantee as to the number of schools and students that will participate in the Choice School Programs. MWDOC will invoice the City for the total annual estimated costs. MWDOC will provide a reconciliation at year-end based on the actual services provided. The City will be responsible for paying MWDOC the difference if the estimate is lower than the actual costs and MWDOC will reimburse the City the difference if the estimate is higher than the actual costs.
- 4.3. <u>Choice School Program Invoices</u>. MWDOC will submit invoices to the City in January and July each year for the services provided in accordance with the Agreement. The City agrees to pay MWDOC for undisputed invoices within forty-five (45) days after receiving the submittal.

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- 4.4. Choice School Program Insurance. MWDOC agrees that all agreements with consultants, who will be performing the work on behalf of MWDOC, will include appropriate insurance levels and requirements. When MWDOC requires a consultant's insurer to name MWDOC, its directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, the same requirement will be made for the City and its Council, officers, agents, employees, attorneys, consultants and volunteers. Other protections in MWDOC's insurance requirements, including waiver of subrogation rights, will also be extended to the City when practicable.
- 5. The Water Emergency Response Organization of Orange County ("WEROC")
 - The City of ______ is signatory to the 1983 Orange County 5.1.1. Volunteer Emergency Preparedness Organization Agreement which was Amended in 1991 to change the name to WEROC (MWDOC Board Resolution 1623). MWDOC provides the overall staff and support for WEROC and has historically allocated the costs for WEROC among MWDOC, Orange County Water District, the Cities of Anaheim, Fullerton, and , the Orange County Sanitation District and the South Orange County Wastewater Authority. The purpose of WEROC is to support the resiliency of Orange County's 36 water and wastewater agencies, and the community of 3.2 million people it serves by working with these agencies and the County to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters. preparedness and response coordination for mutual aid and other services and to represent water and wastewater entities within the Orange County Operational Area. In order to build the relationships needed for effective response, WEROC works with MWDOC member agencies, Metropolitan, the County Operational Area, the State Office of Emergency Services, Department of Water Resources, EPA, FEMA and other emergency organization partners throughout the year to educate, network, provide training and when required advocate for water and wastewater agencies. WEROC staff works with its member agencies and the City on emergency plans and standard operating procedure development, review of state and federal required trainings for grant eligibility, disaster readiness, disaster exercise development, grant identification and applications and response and recovery coordination. WEROC provides information sharing and resource coordination when disasters impact the water and wastewater utilities of Orange County. Lastly, WEROC staff maintains a primary emergency operation center and alternate emergency operations center, its own response plans and ensures the WEROC radio communications system partnership with the County 800 MHz system remain intact.
 - 5.1.2. By executing this Agreement, the City elects to participate in WEROC and MWDOC will charge the City a percentage of WEROC's annual budget to fund WEROC operations. The historical percentage allocated is 3.8% and is based on historical negotiations among the WEROC funding partners. In January of each year of the City's participation, the proposed program budget and funding agency charges will be submitted to the City for budgetary consideration. If approved by the City, MWDOC will invoice the City the

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approved amount at the beginning of the fiscal year. If the City requires additional conversation about the proposed budget prior to approval, these items will be addressed at the next MET Managers Meetings, or during a special scheduled meeting.

6. Term and Agreement Limit

- 6.1. This Agreement shall be effective immediately upon the Effective Date and shall continue through June 30, 2027 ("Term"). The City Manager or his or her designee is authorized, on behalf of the City, to approve the Term.
- 6.3. The City or MWDOC may terminate this Agreement in its entirety at any time upon thirty (30) days written notice to the other Party.
- 6.4. In the event either Party terminates this Agreement, any funds paid by the City in the year of termination for costs that had not yet been incurred by MWDOC as of the date of termination will be subject to reconciliation during MWDOC's budget process. At that time MWDOC will determine whether the funds will be credited or refunded to the City. Further, any costs incurred by MWDOC as of the date of termination that have not yet been invoiced to the City shall be invoiced by MWDOC promptly and paid by the City within thirty (30) days of invoice receipt.

7. Delivery of Notice

- 7.1. Except as expressly provided herein, all notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Party may provide in writing for this purpose:
 - 7.1.1. If to MWDOC: 18700 Ward Street Fountain Valley, CA 92708

Mailing Address: PO Box 20895 Fountain Valley, CA 92728 Phone: (714) 963-3058

Fax: (714) 964-9389

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of _____

Attention: General Manager

If to City:

P.O. Box 1988, M-24

, CA 92702

Attention: City Manager

7.1.2. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8. Accounting and City Manager Authorization

- 8.1. MWDOC shall keep a correct and current accounting of payroll costs, travel, subsistence, field and incidental expenses. MWDOC shall use recognized accounting methods in preparing such invoices and reports.
- 8.2. City reserves the right to request an audit of MWDOC records related to invoices prepared pursuant to this Agreement and to designate a representative(s) to examine any cost, revenue, payment, claim or any other records or procedures related to this Agreement. Any such audit(s) would be done at reasonable times with full cooperation from MWDOC. If MWDOC fails to provide supporting documentation for any costs charged City to the City's reasonable satisfaction, then MWDOC agrees to reimburse City for those disputed costs.
- 8.3. The right to audit shall be extended to three (3) years beyond the date of final payment, or longer if required by law. MWDOC agrees to retain all necessary records/documentation for the entire length of this audit period. Any required adjustments and/or payments resulting from the audit will be made within thirty (30) days of written notification to MWDOC.
- 8.4. The City Manager or his or her authorized designee is authorized to commit the City to any program or service covered by this Agreement as well as provide written notices on behalf of the City.

9. Independent Contractors

9.1. Any consultant engaged by MWDOC as contemplated in this Agreement will not be a party or third party beneficiary to this Agreement and will not be an employee or agent of MWDOC or the City, either as a result of this Agreement or as a result of any professional services agreement between MWDOC and the consultant. The professional services agreement between MWDOC and any consultant engaged by MWDOC as contemplated in this Agreement will specify that the consultant is an independent contractor. It is understood that these consultants may be required to enter into confidentiality agreements with the City in the event these consultants require

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of _____

confidential information and/or critical infrastructure information from the City to perform a service.

10. Indemnification

- 10.1. When WUE Programs provided in the City's water service area require participants to sign an application form that contains a release, waiver and/or indemnification, the application form shall specify that the release, waiver and/or indemnification covers both MWDOC and the City.
- 10.2. To the extent that MWDOC, including its staff or consultants, or the City, including its staff or consultants, performs any activities in connection with the programs or services provided as contemplated in this Agreement, each agrees to indemnify and hold the other harmless from any and all liability, claims, obligations, damages, and suits arising out of the activities it performs.

11. Jurisdiction and Venue

11.1. 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.

12. Joint Drafting

12.1. All Parties have participated in the drafting of this Agreement. The Agreement may be signed in counterpart to facilitate processing.

13. Electronic Signatures

13.1. Notwithstanding any grant obligation to the contrary, 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.

MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of	
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14. Severability

14.1.1. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

15. Effective Date.

15.1. The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto ("Effective Date").

16. Entire Agreement

16.1. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their authorized officers.

1.	MWDOC	By:Robert Hunter, General Manager
		Municipal Water District of Orange County Approved as to Form:
		Date
2.	City of	General Counsel Date

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MASTER AGREEMENT FOR SHARED PROGRAMS MWDOC & City of _____

By:	<u></u>
City Manager, City of _	
Approved as to Form:	
Date	_
By:City Attorney	_

Internal Use Only:	
Program No.	
Line Item:	
Funding Year:	
Contract Amt.:	
Purchase Order #:	

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MUNICIPAL WATER DISTRICT OF ORANGE COUNTY INSPECTION AND VERIFICATION PROCEDURES

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I. Purpose of this document

It is the practice of the Municipal Water District of Orange County (MWDOC) to ensure that public funds used to administer Rebate Programs are utilized for its intended purposes. Therefore, the purpose of this Inspection and Verification Procedures document (Inspection Procedures) is to establish a clear set of inspection procedures to be followed by MWDOC and/or and its member agencies (hereafter "Participant Agency") and inspection contractors when conducting pre- and/or post-installation verification inspections for all MWDOC-Administered and or Participant Agency-Administered Rebate Programs. These procedures are required regardless of the funding source (Grant funded, Metropolitan Water District of Southern California funded (Metropolitan), or fully funded by Participant Agency, etc.) and/or regardless of program administrator (MWDOC or Participant Agency). This Inspection Procedures document will be updated as needed to reflect new or modified inspection requirements, techniques, or procedures as they arise.

II. Program Implementation Process

For ease of explanation, this document categorizes the MWDOC Rebate Programs into the following rebate program types:

- <u>Device-Based</u> Rebate Programs
 - Residential
 - Commercial
 - Spray to Drip Residential
- Area-Based Rebate Programs
 - Turf Removal
 - Spray to Drip Commercial

The inspection procedures contained in this document have been developed in coordination with requirements from Metropolitan pursuant to its Residential and Commercial Water Conservation Funding Agreements and Addendums thereto, MWDOC, and/or supplemental grant funding agreements.

The following general rules apply for all programs types.

Application Package

When receiving an application package, $\underline{\mathbf{all}}$ components should be examined before requesting an inspection. The application package currently requires, at a minimum, a fully completed application signed by the property owner and containing the following:

- Current water bill within 3 months of application date to determine:
 - Participant Agency is participating in the program
 - Project site is located within Orange County
 - Payee name matches the name on the water bill
- Device eligibility, if a device-based program
- Site plan for area-based rebates
 - o Indicate the project area, location, and project intent

- If receiving Metropolitan funding, indicate which sustainability feature will be installed
- Please note that site plans are not required for Turf Removal applicants participating in the Landscape Design Assistance Program
- Pictures of the site for area-based and Spray-to-Drip rebates. Pictures to show
 - Current site condition
 - Complete area to be removed
 - o Area complies with eligibility criteria

It is recommended that the application, terms and conditions, and program guidelines each contain language stating that on-site inspections (both pre and/or post may be performed) will be performed and are required for participation in any rebate programs.

Invoice Submission

Rebates may not exceed the total project/equipment costs nor the reserved rebate amount. For a receipt/invoice to be considered eligible it must include the following:

- Dated within the project period
- Marked "paid" or provided with proof of payment, (if applicable)
- Scope of work performed
- Signed by the customer/applicant/property owner and references site location (if applicable)
- Itemized to include make, model, SKU, quantity, price per item, total price
- If labor is to be considered, it must be listed on a separate line item and must be accompanied by the California State Contractor License Board (CSCLB) contractor license number

Once projects are completed, invoices and receipts are submitted to the program administrator and MWDOC, all invoices and receipts are to be carefully tabulated by program administrator and MWDOC to prevent payment for materials/costs not associated with the program; specific program eligible material/costs are based on program type.

Labor Costs

Due to California state law, all sites that are invoiced at \$500.00 or more require that work be performed by a contractor licensed by the California State Contractor License Board (CSCLB). If labor costs are invoiced by someone who is not licensed, those costs are not eligible. This labor cost provision is consistent with state law but, most importantly, protects Orange County consumers from unlicensed contractors. Materials utilized by the unlicensed contractor may be considered eligible costs. Additionally, there have been some instances where costs for landscape architectural drawings were submitted, but the drawings were not performed by a California State Licensed Landscape Architect. Those costs are also not rebate-eligible.

Federal, State, and Local Laws and Ordinances

All projects, including projects at historic sites, are subject to the terms of their local agency's ordinances and must comply with all applicable federal, state, and local laws, as well as applicable Covenants, Conditions & Restrictions (CC&R) and/or Homeowners Association (HOA) restrictions.

Applicants must obtain all necessary approvals for their projects, prior to beginning their project, from their city's/county's code enforcement and/or HOA/CC&R board. It is the responsibility of the each applicant to ensure their project is in compliance. Customers must agree to adhere to their local rules and provisions in order to accept funding. Questions from program participants regarding compliance with any of the above laws, ordinances, and/or restrictions will be directed to Participant Agency for guidance.

Supplemental Inspections

Some sites may need to be re-inspected (ex. a secondary post inspection) by MWDOC and/or Metropolitan when unique circumstances arise. At these times, communication with the customer is vital in order to remain in adherence with the program intent while ensuring that projects are successfully completed. All inspection and verification procedures and invoice criteria described in this document must be adhered to. Participant Agency to work with MWDOC and Metropolitan to schedule supplemental Inspections. Inspection results may affect payment made to Participant Agency or may be billed to Participant Agency if already paid.

Inspection Confirmation Quality Control

In order for Participant Agency to be reimbursed for incentives, Participant Agency must certify on each invoice that the terms and conditions within each project have been met, all devices have been installed, and all work has been performed. Participant Agency must perform inspections and indicate the method of verification/inspection on each invoice.

Each Participant Agency performing their own inspections/verifications will be required to adopt these Inspection Procedures as their own or, alternatively, to develop and submit for approval by Metropolitan and/or MWDOC Participant Agency's own inspection and verification procedures document in line with the requirements and procedures contained in this document. All projects that require inspection must be inspected prior to Participant Agency invoicing MWDOC or MWDOC issuing a check. MWDOC/Metropolitan may request inspection reports from Participant Agency at any time. Installation vendors hired for project implementation cannot inspect their own installations.

Metropolitan and/or MWDOC reserve the right to verify and perform onsite inspections of any projects at any time. This can be before, during, and/or after project installation, and/or after the rebate payment, and results of these inspections may affect payment made to the applicant and/or Participant Agency or require a refund to be paid by Participant Agency to MWDOC. If installation cannot be verified, Participant Agency must reimburse MWDOC and/or Metropolitan, depending on the source of funds.

III. Device-Based Inspection Procedures

For residential and commercial devices rebated through Metropolitan's regional rebate program, device-based inspections will be conducted primarily by Metropolitan, at its discretion. On occasion, MWDOC and/or Participant Agency may be requested to conduct inspections for devices rebated through Metropolitan's regional rebate program. For devices rebated through a MWDOC and/or a Participant Agency-Administered Program (MAA Program), the inspection procedures are set forth below.

Residential Devices

Residential device inspections must satisfy both the Metropolitan and MWDOC inspection procedures in place at the time of the post-inspection or issuance of the rebate check. Currently, those inspection procedures are as follows:

In order for Participant Agency to be reimbursed for incentives from MWDOC/Metropolitan, Participant Agency must certify on each invoice that the terms and conditions within each project have been met, all devices have been installed, and all work has been performed. The party signing each invoice must have signing authority to certify the invoice.

For residential device-based MAA Programs, Participant Agency shall utilize the sample size calculator provided by MWDOC or other methodology as may be required by MET, to assist in determining the appropriate number of devices to inspect to ensure a 98% installation rate given the overall quantity of devices. Participant Agency must report verification/inspection method employed on each invoice submitted.

Participant Agency must:

- a. Validate quantity of devices installed.
- b. Verify new device type, make, and model with Project information.
- c. Verify Installation address or specific locations within the address with Project documentation.
- d. With permission from the customer, take photographs relating to the devices installed to be included in Inspection report.
 - i. Indoor Inspection: Indoor inspection includes detailed fixture count of toilets and clothes washer(s). Access to fixture locations (such as bathrooms and laundry facilities) are required to perform the inspection, and property owner/applicant person should be made aware of this through the application.
 - ii. Outdoor Inspection: Outdoor inspection includes detailed fixture counts of installed and operating landscape devices such as rain barrels, cisterns, irrigation controllers, residential drip, and nozzles. For irrigation controllers, inspect the model to ensure it matches the rebate application, verify that it is operating as a "smart device" and is communicating with the onsite weather station or is receiving offsite/remote weather data and, if possible, have the contact person show the inspector how the controller has been programmed, and confirm quantity of stations of timer model.

Commercial Devices

Commercial MAA Program device inspections must satisfy both the Metropolitan and MWDOC inspection procedures in place at the time of the post-inspection or issuance of the rebate check. Metropolitan may require Participant Agency to submit inspection reports for specific projects, and Metropolitan/MWDOC reserves the right to perform onsite inspections of projects/sites prior to payment.

To determine the amount of inspections required for commercial devices, Participant Agencymust apply the following criteria (a-e below) to the project(s):

a. Automatic Inspection: Regardless of the 5% rule listed in Section d below, Participant Agency must first determine if any site within the MAA Program Project requires an Automatic Inspection. Automatic Inspections are triggered when any site within an MAA Program Project has been approved for Metropolitan's funding in excess of \$10,000. All sites receiving \$10,000 or more in funding must be automatically inspected by Participant Agency. Participant Agency must also notify MWDOC/Metropolitan within 3 to 5 business days of upcoming inspection by Participant Agency for site(s) exceeding \$10,000. MWDOC, Metropolitan or a designated representative may attend inspection. Notification of upcoming inspection to be sent to bfahl@mwdoc.com and maconservation@mwdh2o.com

To determine how many devices need to be inspected at a \$10,000+ site, follow the next two points.

- If the site triggering an Automatic Inspection also meets the criteria for a Large Project, as described below, then Participant Agency must inspect a minimum of 10% of the devices installed.
- ii. If the site triggering an Automatic Inspection does not meet the criteria for a Large Project, then the Participant Agency must inspect 100% of devices at the site.
- b. Large Project/Sites: Participant Agency must next determine if any of the sites meet the definition of a Large Project/Site. Regardless of the 5% rule listed in Section d below, any site with less than \$10,000 in funding but that receives the designation of Large Project/Site must be inspected. The total number of devices to be inspected for Large Projects/Sites will be a minimum of 10% of the total devices installed at each site. If any site within your overall MAA Program Project installs any combination of the following number of devices, you must conduct an inspection of a minimum 10% of any combination of the devices installed.

Large Projects/Sites are defined as:

- i. For plumbing devices 50 device units or more at one installation address.
- ii. For irrigation controllers 20 controllers or more at one installation address. Note that irrigation controllers may be installed in different landscape areas inside a single complex.
- iii. For sprinkler nozzles 100 nozzles or more at one installation address.
- c. Regular Projects/Sites: For sites not meeting: (a) \$10,000+ in funding per site or (b) the Large Project/Site criteria above, Participant Agency must inspect 100% of devices at the site.
- d. For each MAA Program Project for which Participant Agency submits a Request, Participant Agency must physically inspect a minimum of 5% of the value of each device-based MAA Program Project approved by MWDOC/Metropolitan before invoicing. For example if the

- MAA Program Project is approved for \$100,000, then a minimum of \$5,000 worth of devices must be inspected.
- e. Inspections for Regular Projects/Sites: Sites defined as Automatic Inspections (mandatory), as well as those defined as Large Projects/Sites (mandatory) count towards the 5% (section d above) minimum of the value of each device-based MAA Program Project to be inspected. Participant Agency will report progress toward the 5% inspection requirement on each invoice for all inspections required by MWDOC/Metropolitan. The party signing each invoice must have signing authority to certify the invoice.

Inspection Requirements

Participant Agency inspection at a minimum will:

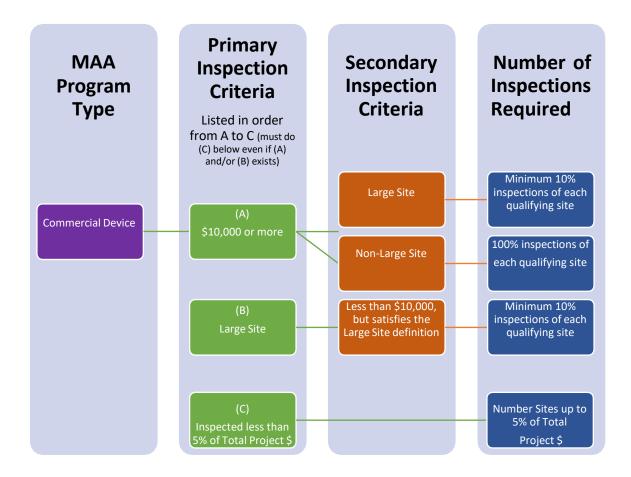
- a. Validate quantity of devices installed.
- b. Verify new device type, make, and model with Project information.
- c. Verify Installation address or specific locations within the address with Project documentation.
- d. With permission from the customer, take photographs relating to the devices installed to be included in Inspection report.
 - i. Indoor Inspection: Indoor inspection includes detailed fixture count of toilets, urinals, dry vacuum pumps, food steamers, and/or ice machines. Access to bathrooms, kitchens, eating facilities, and medical facilities are required to perform the inspection and property owner/applicant should be made aware of this at the application stage.
 - ii. Outdoor Inspection: Outdoor inspection includes count of installed and operating landscape devices such as irrigation controllers and nozzles; and cooling tower controllers. Access to either landscape area or rooftop is required to perform the inspection. For irrigation controllers, inspect the model to ensure it matches the rebate application, verify that it is operating as a "smart device" and is communicating with the onsite weather station or is receiving offsite/remote weather data and, if possible, have the contact person show the inspector how the controller has been programmed, and confirm quantity of stations of timer model.

Potential Inspection Results

- a. Partial fail: Inspection completed with discrepancies between Project information and inspection process. Participant Agency to only bill MWDOC for verified quantity.
- Device(s) installed at a different location: The installation must be inspected prior to billing MWDOC. A substitute device cannot be included. If installation is verified at the different location, Project information must be revised to reflect new information.

- c. Device count is different from the application:
 - i. If the count is more, only the amount approved in the Project will be reimbursed.
 - ii. If the inspection count is less, only the verified count will be billed to MWDOC. For Large Projects where the inspection count is less, the Participant Agency inspector will increase the inspection from 10% to 20% of total installations. The percentage found to be installed for Large Projects will be applied against the total and the total quantity will be reduced by that percentage. For example, after inspecting 20% of the total installations of 100 toilets, 15 out of 20 toilets were verified installed (75% installed); then the final approved count would be 75 toilets (75% of the 100 = 75), rather than 100. If inspection reveals a discrepancy as described in the example, Participant Agency may choose to inspect 100% of the project, otherwise the extrapolation as shown on the example must be taken and the amount revised prior to billing MWDOC.
- d. The make/model is different from the application: Verify that the different make/model is a Metropolitan approved device. If so, inspect as usual and revise information on Project documentation prior to billing MWDOC.
- e. Failed inspections will not be billed to MWDOC. Reasons for failure:
 - Device(s) not installed
 - Device(s) installed, but no working properly
 - For "smart" irrigation controllers, device(s) not operating as a "smart" device
 - Installed device(s) has been removed
 - Access to property not allowed
 - Device(s) installed at a different site
 - Unable to schedule inspection with Applicant.

MWDOC/Metropolitan reserves the right to verify and inspect any approved projects at any time. If installation cannot be verified, Participant Agency must reimburse MWDOC.



IV. Area-Based Programs

Area-based programs include any program where the rebate amount is determined by an area measurement. Such programs currently include, but are not limited to, residential and commercial Turf Removal and residential and commercial Spray to Drip.

General Inspection Procedures

For all customer types, all sites will be measured by either Metropolitan, MWDOC, and/or the Participant Agency and/or its inspector for 100% of the sites for 100% of the project areas during both the pre- and post-inspections. Required minimum techniques for area measurements are described in Section V -Measurement Techniques. All inspection procedures/verifications must adhere to the following additional inspection and certification requirements:

Area-Based Inspections Exceeding \$10,000 in Metropolitan Funding: For area-based inspections with an approved Metropolitan rebate amount exceeding \$10,000, Participant Agency must notify MWDOC five business days prior to upcoming post-inspection(s) by Participant Agency. MWDOC, Metropolitan or a designated representative may attend inspection. Notification of upcoming inspection to be sent to turfremoval@mwdoc.com.

- Participant Agency will only bill MWDOC/Metropolitan for the square footage measured.
- Participant Agency must adopt these Inspection Procedures as their own or, alternatively, to develop and submit for approval by Metropolitan and/or MWDOC Participant Agency's own inspection and verification procedures document in line with the requirements and procedures contained in this document. MWDOC/Metropolitan Participant Agency to submit them. MWDOC/Metropolitan may perform onsite will require inspections of projects prior to payment. Result of the inspection may affect payment made to Participant Agency
- All projects that require inspection must be inspected prior to Participant Agency invoicing MWDOC. MWDOC may request inspection reports from Participant Agency at any time.

Turf Removal Participation Procedure

The Turf Removal Rebate Program Process, as it currently exists, is depicted in the following chart. The process flow is broken down into 11 distinct steps starting with the Customer Application Submittal and ending with Metropolitan and Participant Agency Invoicing. The 11 steps are as follows:

Step 1: On-line Application and Document Submittal Process

Performed by the Customer

Step 2: Application Review Process and Pre Inspection Distribution

Performed by MWDOC

Step 4: Pre-Installation Inspection Process

Performed by Participant Agency or Inspection Vendor and sent to MWDOC for review

Step 5: Letter to Proceed or Denial Letter to Customer

Performed by MWDOC

Step 6: Participant Project Installation and Project Completion Notification

Performed by Customer

Step 7: Initial Project review, Post-Work Order Generation and Distribution

Performed by MWDOC

Step 8: Post-Installation Inspection Process

Performed by Participant Agency, MWDOC, or Inspection Vendor and sent to MWDOC for review

Step 9: Application Approval or Denial and Invoice Review Process

Performed by MWDOC

Step 10: The Rebate Check Run and W-9 Request Process

Performed by MWDOC

Step 11: Metropolitan Water District and Participant Agency Invoicing Process

Performed by MWDOC

Please note: a potential Step 12 would be a secondary Metropolitan post inspection.

Turf Removal Guidelines Specific to Residential Applicants

Project must have a minimum of 250 square feet of turf removed, or if the entire project area is less than 250 square feet, all turf must be removed.

Maximum of 5,000 square feet of turf eligible per home, per fiscal year. Limit of 1 application per home per fiscal year.

Eligible areas for transformation are all areas of live turf on the property.

Applicant to provide a simple landscape plan showing intended transformation, including the required storm water/sustainability feature.

Turf Removal Guidelines Specific to Commercial/Public Agency Applicants

Project must have a minimum of 250 square feet of turf removed, or if the entire site is less than 250 square feet, all turf must be removed.

Maximum of 50,000 square feet of turf eligible per water meter for funding per fiscal year (July to June). Limit of 1 application per water meter per fiscal year.

Applicant to provide a simple landscape plan showing intended transformation, including the required storm water/sustainability feature.

Proposed project areas irrigated with recycled water are eligible unless barred by Participant Agency.

Turf Removal Guidelines Specific to All Applicant Types

The converted area must be covered by at least three (3) plants per 100 square feet.

A three inch deep ring of mulch must surround all plants. Acceptable forms of organic mulch include shredded bark, bark nuggets, or wood chips. Organic mulch should not be placed around any plants installed in the bottom or sides of a vegetated swale. Therefore, the plants located within a vegetated swale are exempt from this requirement.

No bare soil is allowed. The use of organic materials is recommended as a groundcover for any bare spaces within the project area. Mulch or other permeable hardscape must cover any other bare spaces within the project area.

Irrigation modification or conversion required for all projects:

- Convert over-head sprays to drip, micro-spray, bubblers, or rotating nozzles; whichever is applicable; or
- Cap sprinkler heads or remove irrigation equipment and hand-water
- No overhead spray sprinklers are allowed in the completed project.

No synthetic turf is allowed.

No plants that appears to be turf are allowed.

No plants categorized as invasive to Southern California are allowed.

Areas which have already been converted are not eligible.

Areas with structures such as decks, fire pits, etc. are not eligible.

Consumers are responsible for complying with all applicable laws, codes, policies, covenants, conditions and restrictions.

Program Recommendations

- Installation of a smart controller is recommended
- A recommended plant list is available.

The converted area must be designed to capture rainfall through infiltration or on-site storage for reuse. Infiltration and rainwater capture has to be achieved using one of the following techniques: rain gardens, rock gardens, dry river beds, rain barrels, cisterns, berms, vegetated swales, or grades. Selected method should allow infiltration or capture of rainfall/runoff and not channel to impervious surfaces and must meet all local and regional requirements. Project must include at least one of the following components, whichever is most desirable or feasible for project area:

Rain Gardens – a rain garden is a planted depression or a hole that allows rainwater runoff from impervious urban areas, like roofs, driveways, walkways, parking lots, and compacted lawn areas, the opportunity to be absorbed. Rainwater collects in the soil mix and ponding area and eventually seeps into surrounding soils over time. Plants are distributed throughout the garden. This reduces rain runoff by allowing storm water to soak into the ground (as opposed to flowing into storm drains and surface waters which causes erosion, water pollution, flooding, and diminished groundwater).

Rock Gardens – a rock garden is a shallow depression filled with 1-3 inch diameter gravel. Rainwater is stored in the space between the stones and eventually percolates into the soil. Plants are distributed throughout the rock garden and there is no ponding area.

Dry River Beds - a dry river bed or dry stream is an area designed to slow heavy flows from rainfall and correct erosion problems. It is made up of a shallow swale lined with stone substantial enough to withstand a serious downpour. Large chunks of stone are used to slow the speed of storm water and to prevent erosion. In a garden, the careful placement of waterworn stone, or river slicks, along a swale is aesthetically pleasing and also provides an ideal place for plants.

Vegetated Swales – swales are shallow ditches that have gently sloping sides. In a vegetated swale, native perennial grasses are planted along the bottom and sides of the swale to slow runoff, filter sediments, and remove excess nutrients. A swale relies on gravity to move water and is designed to direct the water where you want it to go, such as flower or vegetable gardens, to limit runoff and to trap silt and pollutants in surface runoff. In order for the water to gravity flow, it is recommended that there be a minimum 2% slope from beginning to end. Organic mulch should not be placed around any plants in the bottoms or sides of the swale.

Berms – berms are mounds of earth with sloping sides that are located between areas of approximately the same elevation. Berms are constructed to direct or redirect water in order to keep water from flowing off the property.

Grades – grades are surface grading of an area so that water collects and flows to a lower elevation away from the water collection site. Regardless of surface characteristics, when planning to add a grade for surface drainage, slope is the most important consideration. For efficient drainage, paved surfaces are recommended to have a minimum 1% slope. Turf or landscaped areas are recommended to have a minimum slope of 2%.

Rain Barrel/Cisterns – rain barrels and cisterns are storage tanks that capture runoff water from downspouts from a non-permeable area catchment area such as a rooftop. Cisterns are a larger version of rain barrels, with a larger capacity for rainwater collection and storage. Rain barrels and cisterns must be connected to properly installed rain gutters and downspouts. In order for the rain barrel/cistern to qualify as a rainwater capture feature, the property must have existing gutters around the full perimeter of the roof and existing downspouts for adequate water collection. In the case of a partially flat roof, gutters and downspouts must be throughout all pitched areas in order to qualify. Rain barrels and cisterns must be properly installed and meet all local and regional requirements. Existing rain barrels and cisterns qualify provided they have been properly installed and provide water to the conversion/project area.

Pre-Inspection Procedures – Turf Removal

Customer is to provide photos of the turf area to be removed as part of the application process. Photos of project area (4 to 6) must reflect the current turf grass area at the time of applying. Google Earth/satellite images will not be accepted in place of photos. Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance allow for review

Pre-inspections will be conducted on 100 percent of total projects submitted. For commercial or public agency applications, Metropolitan, via Metropolitan's inspection contractor, will conduct the inspection at no cost to Participant Agency. For residential applications, Participant Agency or its inspector will conduct the pre-inspection.

After an application is received and the information has been verified, a project cannot be accepted and funding is not reserved until a "pre-inspection" is conducted by Metropolitan, MWDOC, the Participant Agency, or by a vendor inspector. The pre-inspection is a means to determine confirmation of eligibility. The pre-inspection process verifies that the project area

contains live turf or sufficient evidence that live turf recently existed and that the requested square footage to be removed is consistent with the inspector's measurement. This requirement applies to both residential and commercial turf removal areas unless otherwise noted.

When establishing that areas are eligible, careful inspection with accurate, and precise measurements, as described in Section V, are always required. For Turf Removal, during the preinspection the total project area square footage is measured. Any non-eligible square footage is deducted, such as non-turf areas including bare soil, trees, shrubs, mulch, paving, and utility box footprint, etc. Refer to specific program terms and conditions for eligibility criteria.

Once the pre-inspection is complete, the inspector will complete the Pre-Inspection section in Droplet, in full, and upload all photos and documentation. Once the Pre-Inspection form has been submitted, it will be reviewed by MWDOC. The square footage listed on the application is to be used as a reference. The initial project area is to be based on the square footage as measured during the pre-inspection. Once the initial project area square footage has been determined, that number is used to reserve funding, and aLetter to Proceed (LTP) is generated and sent to the customer.

Metropolitan reserves the right to request application packages as necessary and may perform its own inspections of random residential applications. This is likely to be in addition to the required pre-inspection. For pre-inspections, Metropolitan will review the Participant Agency's physical pre-inspection reports.

On-Site Pre-Inspection

In-person pre-inspections must include:

- Visual verification of existing turf
- Physical/manual measurement of proposed turf removal area.
- Photos taken by inspector of project area (4 to 6), which must reflect the current turf grass area at the time of inspection. Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review.

Measuring Sites Aerially

Measuring sites aerially must include:

- GIS or equivalent aerial measurement
- Please note that measuring sites aerially is allowed for **pre-inspections only**
- Consumer is to provide photos of the turf area to be removed before starting the project (pre-project installation).
- The inspector should be capable of spotting abnormalities in pre-project photos submitted by customers, and if found, should perform mandatory on-site inspections.

• If aerial review is not possible due to obstructions (tree coverage), or inconclusive, member agency should perform a physical pre-inspection as described above.

On-Site Inspections for Area-Based Rebates

Unless the program guidelines specifically state otherwise, on-site eligibility verification and area measurement for the pre-inspection is the method to be utilized by an inspection vendor performing inspections on behalf of a Participant Agency.

Condition of Turf at Pre-Inspection

If bare areas were included by the customer, the inspector must subtract those areas. In many cases, due to the drought or season, dormant or dead brown grass is present. Dormant or dead brown grass that appears to have been maintained in the recent past is still eligible. However sites where there is bare soil that appears compact and no turf was present in the recent past, are not eligible. In addition, moss areas where there is no turf or areas that have grown or mowed weeds would be ineligible. A lawn with weeds would still remain eligible. Photo documentation of the turf is required in order to approve the site. For on-site inspections, photos of the entire area should be taken, including detailed photos showing turf and bare soil conditions. For large sites with multiple separated areas (or sub-areas), a site map must be submitted identifying the area measured for each separate sub-area.

Multiple Applications under same Site

Residential sites have a limit of one application per home per fiscal year. Commercial sites have a limit of one application per water meter per fiscal year.

Modifications to Initial Project Area

If a customer wants to add or remove area(s) from their designated project area, they are free to do so up until their pre-inspection. The customer will need to submit by email to MWDOC a new site plan detailing the area to be added or removed. If a customer wishes to add an area to the project after the pre-inspection has been completed, they are only free to do so if the area was measured in the pre inspection. Any areas found to be converted during the post-inspection that were not included in pre-inspection measurements are not eligible for rebate. If a project area should fall below the minimum 250 square feet of project size, it may also be considered ineligible if it does not include the removal of all turf onsite.

Post-Inspection Procedures – Turf Removal

Consumer is to provide post-project installation photos (4 to 6). Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review

Prior to scheduling the post-inspection, the Application will be reviewed by MWDOC to confirm the following:

- Application is completed in full.
- Payee Name and Mailing Address for Rebate Check is provided and matches that on the water bill.
- Applicant has attached copies of any project related receipts or invoices. For a receipt/invoice to be considered eligible it must be:
 - Dated within the project period.

- Signed by the customer/applicant/property owner and includes the site location, scope of work, and costs.
- o Itemized to include make, model, SKU, quantity, price per item, total price.
- Include the actual quantity of drip equipment purchased and eligible for rebate.
- Labor is reimbursable if performed by a licensed C-27 contractor; it must be listed as a separate line item.
- o Invoice must be marked "paid" or proof of payment must be provided.

If the Application is missing or does not comply with the requirements of any of the above, MWDOC/Participant Agency shall work with the applicant to obtain the information and or appropriate photos/documents prior to scheduling the post-inspection. If applicant is unable to provide receipts/invoices that meet the requirements set forth above, the post-inspection will be considered a fail, the application will be denied, no rebate will be issued, and no on-site post-inspection should be scheduled.

If the Application has satisfied all of the above requirements, MWDOC/Participant Agency and/or its inspector will work with Applicant to schedule the mandatory on-site post-inspection. The purpose of the on-site post-inspection is to serve as an independent verification of the information contained in the Application. As part of the on-site post-inspection, Participant Agency/inspector must verify the following:

Participant Agency or its inspector will conduct an **on-site** post-inspection on 100 percent of approved residential projects. On-site inspections will include:

- a. Validating square footage removed
- b. Verifying the number of plants installed meet Metropolitan's minimum requirement of 3 plants per 100 square feet
- c. Verify that no invasive species were installed
- d. Verification that a sustainability feature has been included in project
- e. Verify mulch is around plants and that no bare soil exists
- f. Verify irrigation system modifications have been completed
- g. Photos of overall project area, sustainable landscape approach used, mulch, and a sample of the irrigation system modification. Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review

Metropolitan will perform its own inspections of random applications. This is likely to be in addition to the required post-inspections. Example: if a site is selected for a follow-up post inspection by Metropolitan, this may be conducted after the required post inspection. For post inspection, Metropolitan will pull random samples from MWDOC invoices. Metropolitan will conduct its own measurements and provide payment based on the following:

For Residential Applications - If the measurement taken by Metropolitan is within 10 percent of the Participant Agency's measurement, Metropolitan will pay the amount measured by the Participant Agency. If the difference is greater than 10 percent, Metropolitan will pay at the square footage measured by Metropolitan.

For Commercial Applications - The following applies for commercial applications inspected by Metropolitan:

Commercial turf removal inspections will fall into the pool of all required inspections at any given time. Although special circumstances appear from time to time, in general no special considerations are given to individual applications.

Any discrepancy found following a secondary inspection (i.e., an inspection of the inspector) or during an audit inspection will result in a Metropolitan staff and contractor resolution, and the financial liability associated with varied measurement of a site will not fall back on MWDOC or the Participant Agency for payment.

For both residential and commercial projects, unless otherwise noted, once the LTP has been issued, the initial project area square footage may not increase; however, it may decrease if the customer decides to remove less turf than what was measured, or converts some area to ineligible structures i.e. a deck.

After the customer has completed their project, a second on-site inspection (post-inspection) occurs to ensure that the renovated areas are in compliance with the program. Entire (100%) project re-measurement should occur during the post-inspection. Negative deviations between the pre- andpost-inspections area measurements, as well as swapped areas occurring without a proper pre- inspection and approval from MWDOC, will result in a reduction of the rebate eligible area (meaning the lesser area measurement will be the basis for the rebate). All projects must be inspected prior to Participant Agency approving payment or invoicing MWDOC.

When establishing that areas are eligible, careful inspection with accurate, and precise measurements, as described in Section V, are always required. For Turf Removal, during the post-inspection the total converted area square footage must be measured. Any non-eligible square footage is deducted, such as remaining-turf areas, bare soil, or non-permeable area including hardscape and pools. Refer to specific program terms and conditions for eligibility criteria.

The initial project area square footage established during the pre-inspection is to be used as a reference, the final project area is to be based on the square footage as measured during the post-inspection. Once the final project area square footage has been determined, that number, if equal to or less then the approved square footage on the Letter to Proceed, is used to determine the actual potential rebate amount, so long as it does not exceed the total eligible project costs. Only that final project square footage measured by the Participant Agency/inspection vendor may be approved for payment by MWDOC.

Once the on-site post inspection is complete, inspector will complete the Post-Inspection section in Droplet, in full, and upload all photos and documentation. Once the Post-Inspection form has been submitted, it will be reviewed by MWDOC, along with copies of all receipts and invoices, and if the Turf Removal project has satisfied all the terms, conditions, guidelines, and requirements of the program, the application will be processed for rebate. If all the terms, conditions, guidelines, and requirements of the program have not been satisfied, the post-inspection will be considered a fail, and the application will be denied and no rebate funds will be issued.

Project Extensions

In some instances, projects may experience delays. As all projects have a 60 day deadline to complete their project, an extension may be requested. Extensions are granted on a case by case basis and are not guaranteed. Extensions will only be granted to sites who are making progress to complete their project. Documentation or a site visit may be required for the purposes of verifying that progress is being made at a site. Examples of documentation are signed contracts with a landscape contractor, photos of the site with turf removed and work under way, or canceled checks to a contractor. This is an important step; if a site is not showing progress and there is no motivation to complete, it may be cancelled to allow the funding of other, more motivated, rebate customers.

Spray to Drip - Residential

The residential portion of the Spray-to-Drip Rebate Program is a device-based program with different inspection requirements and criteria than other device-based inspections. The inspection requirements for residential Spray-to Drip Rebate projects are described below:

Pre-Inspection Procedure

After an application is received, a project cannot be approved and no funding can be reserved until a "pre-inspection" is conducted, as follows:

MWDOC reviews the application to confirm:

- Program application is completed in full
- A copy of a current water bill (within 3 months for application date) is attached and confirms that
 - Participant agency is participating in the program
 - o Project site is located within Orange County
 - Payee name matches the name on the water bill
- Applicant has attached at least 4 photos of the project area taken with the existing sprinkler system turned on and running. Photos must clearly show the sprinkler system in use and that the spray heads are functional. Photos must also contain identifying features (house in background, unique landscape/decorating features, etc.) to confirm that photos submitted are for the property/site listed in the application.
- The square footage of the area to be converted from spray irrigation to drip for which the applicant is applying/eligible.
- A simple site plan has been attached indicating the proposed Spray-to-Drip conversion areas.
- Any supplemental documents included have been reviewed.

After an application is received and the information has been verified, a project cannot be accepted and funding is not reserved until a "pre-inspection" is conducted by MWDOC, the Participant Agency, or by a vendor inspector. The pre- inspection visit is a means to determine confirmation of eligibility. The pre-inspection process verifies that the project area contains spray irrigation and that the requested square footage to be removed is consistent with the inspector'smeasurement. This requirement applies to both residential and commercial irrigation conversion areas unless otherwise noted.

When establishing that areas are eligible, careful inspection with accurate, and precise measurements, as described in Section V, are always required. For Spray to Drip, during the preinspection the total project area square footage is measured. Any non-eligible square footage is deducted, such as areas that already have drip irrigation or are hand watered by the customer.

Once the pre-inspection is complete, inspector will complete the Pre-inspection section in Droplet, in full, and upload all photos and documentation. Once the Pre-inspection form has been submitted, it will be reviewed by MWDOC. The square footage listed on the application is to be used as a reference. The initial project area is to be based on the square footage as measured during the pre-inspection. Once the initial project area square footage has been determined, that number is used to reserve funding, and aLetter to Proceed (LTP) is generated and sent to the customer.

If the applicant is applying for the Turf Removal Program simultaneously, a mandatory inspection will occur for the Spray to Drip application at the time of Turf Removal pre-Inspection.

On-Site Pre-Inspection

In-person pre-inspections must include:

- Visual verification of existing spray irrigation
- Physical/manual measurement of proposed irrigation conversion area.
- Photos taken by inspector of project area (4 to 6), which must reflect the spray irrigation at the time of inspection. Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review.

Measuring Sites Aerially

Measuring sites aerially must include:

- GIS or equivalent aerial measurement
- Please note that measuring sites aerially is allowed for pre-inspections only.
- Consumer is to provide photos of the spray to drip conversion area before starting the project (pre-project installation).
- The inspector should be capable of spotting abnormalities in pre-project photos submitted by customers, and if found, should perform mandatory on-site inspections.
- If aerial review is not possible due to obstructions (tree coverage), or inconclusive, member agency should perform a physical pre-inspection as described above.

Photo-based Pre-inspection

MWDOC can perform a photo-based pre-inspection for Spray to Drip applicants who have already received a pre-inspection for an accompanying Turf Removal application, as long as the requested square footage is the same. This occurs on case-by-case scenario.

If the application has satisfied all of the above requirements, a Letter to Proceed is generated by MWDOC and emailed to the applicant. The funding is reserved at this point and cannot increase. However, the funding amount may decrease if the applicant installs less drip equipment than was specified on the application or if the costs of the equipment are less than anticipated. Should the

application fail the pre-inspection process, the application will be denied. MWDOC reserves the right to conduct, or to require Participant Agency to conduct, an on-site pre-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

If the applicant is applying for the Turf Removal Program simultaneously, an on-site inspection should occur for the Spray to Drip application at the time of Turf Removal pre-Inspection. Otherwise, a photo-based approval may be conducted by MWDOC for the application.

Post-Inspection Procedure

Consumer is to provide post-project installation photos (4 to 6). Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review

Prior to scheduling the post-inspection, the Application will be reviewed by MWDOC to confirm the following:

- Application is completed in full.
- Payee Name and Mailing Address for Rebate Check is provided and matches that on the water bill.
- Applicant has attached at least 3 completed conversion area pictures showing:
 - Wide angle view of completed project area(s)
 - Close-up(s) of installed pressure regulation/filtration component(s)
 - o Close-up(s) of installed drip tubing
- Applicant has attached copies of any project related receipts or invoices. For a receipt/invoice to be considered eligible it must be:
 - Dated within the project period.
 - Signed by the customer/applicant/property owner and includes the site location, scope of work, and costs.
 - Itemized to include make, model, SKU, quantity, price per item, total price.
 - Include the actual quantity of drip equipment purchased and eligible for rebate.
 - Labor is reimbursable if performed by a licensed C27 contractor; it must be listed as a separate line item.
 - o Invoice must be marked "paid" or proof of payment must be provided.

If the Application is missing or does not comply with the requirements of any of the above, MWDOC/Participant Agency shall work with the applicant to obtain the information and or appropriate photos/documents prior to scheduling the post-inspection. If applicant is unable to provide receipts/invoices that meet the requirements set forth above, the post-inspection will be considered a fail, the application will be denied, no rebate will be issued, and no on-site post-inspection should be scheduled.

If the Application has satisfied all of the above requirements, MWDOC/Participant Agency and/or its inspector will work with Applicant to schedule the mandatory on-site post-inspection. The purpose of the on-site post-inspection is to serve as an independent verification of the information contained in the Application. As part of the on-site post-inspection, Participant Agency/inspector must verify the following:

• The actual square footage of the conversion area. All residential spray-to-drip sites will be measured by the Participant Agency and or its inspector for 100% of the sites for 100% of

the spray-to-drip conversion areas during the post-inspections. The required minimum techniques for area measurements are described in Section V - Measurement Techniques.

- That drip irrigation equipment has been installed. For residential on-site post-inspection,
 if microspray, point-source emitters, or any other type of drip irrigation other than
 embedded emitter tubing has been installed, this must be noted and photographed. Only
 embedded emitter tubing installations are eligible for rebates in residential settings.
- That pressure regulation/filtration components have been installed as part of the drip conversion. Manufacturer/make, model, model number/SKU, and quantity should be documented, and the equipment should be photographed.
- That drip tubing has been installed. The drip tubing should be photographed. If covered, a minimum of a 10-foot section must be uncovered for the photograph.
- That spray irrigation is no longer functional in the drip conversion area(s). Any remaining spray heads in the conversion area must be capped (no exceptions).

The initial project area square footage established during the pre-inspection is to be used as a reference, the final project area is to be based on the square footage as measured during the post-inspection. Once the final project area square footage has been determined, that number, if equal to or less then the approved square footage on the Letter to Proceed, is used to determine the actual potential rebate amount, so long as it does not exceed the total eligible project costs.

Once the on-site post inspection is complete, the inspector will complete the Post- Inspection section in Droplet, in full, and upload all photos and documentation. Once the Post- Inspection form has been submitted, it will be reviewed by MWDOC, along with copies of all receipts and invoices, and if the Spray-to-Drip project has satisfied all the terms, conditions, guidelines, and requirements of the program, the application will be processed for rebate. If all the terms, conditions, guidelines, and requirements of the program have not been satisfied, the post-inspection will be considered a fail, and the application will be denied and no rebate funds will be issued.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

Spray to Drip - Commercial

The commercial portion of the Spray-to-Drip Rebate Program is administered in a similar way to the residential portion. The inspection requirements for commercial Spray-to Drip Rebate projects are described below:

Pre-Inspection Procedure

Once an application is received, a project cannot be accepted and no funding is reserved until a "pre-inspection" is conducted, as follows:

MWDOC reviews the application to confirm:

- Program application is completed in full.
- A copy of a current water bill is attached and confirms that
 - Participant agency is participating in the program
 - Project site is located within Orange County
 - o Payee name matches the application name
- Applicant has attached at least 4 photos of the project area taken with the existing sprinkler system turned on and running. Photos must clearly show the sprinkler system in use and that the spray heads are functional. Photos must also contain identifying features (buildings in the background, unique landscape/decorating features, etc.) to confirm that photos submitted are for the property/site listed in the application.
- Applicant has provided the square footage of the proposed Spray-to-Drip conversion area
- A simple site plan has been attached indicating the proposed Spray-to-Drip conversion areas
- Any supplemental documents included have been reviewed.

Once MWDOC confirms that the application is complete and satisfies the above requirements, MWDOC will forward the application to the Participant Agency or Inspection contractor to conduct a mandatory pre-inspection. For commercial sites that are also participating in the Turf Removal Program and inspected by Metropolitan's inspection contractor, Participant Agency is required to perform the pre-inspection for the Spray-to Drip portion of the project.

On-Site Pre-Inspection

In-person pre-inspections must include:

- Visual verification of existing spray irrigation
- Physical/manual measurement of proposed irrigation conversion area.
- Photos taken by inspector of project area (4 to 6), which must reflect the spray irrigation at the time of inspection. Photos must be taken at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review.

Measuring Sites Aerially

Measuring sites aerially must include:

- GIS or equivalent aerial measurement
- Please note that measuring sites aerially is allowed for pre-inspections only.
- Consumer is to provide photos of the spray to drip conversion before starting the project (pre-project installation).
- The inspector should be capable of spotting abnormalities in pre-project photos submitted by customers, and if found, should perform mandatory on-site inspections.

• If aerial review is not possible due to obstructions (tree coverage), or inconclusive, member agency should perform a physical pre-inspection as described above.

Photo-based Pre-inspection

MWDOC can perform a photo-based pre-inspection for Spray to Drip applicants who have already received a pre-inspection for an accompanying Turf Removal application, as long as the requested square footage is the same. This occurs on case-by-case scenario.

Once the pre-inspection is complete, the inspector will complete the Pre-inspection section in Droplet, in full, and upload all photos and documentation. Once the Pre-inspection form has been submitted, it will be reviewed by MWDOC. If the application has satisfied all of the above requirements, a Letter to Proceed (LTP) is generated by MWDOC/Participant Agency and emailed to the applicant. The funding is reserved at this pointand cannot increase. However, the funding amount may decrease if the applicant installs less drip equipment than was specified on the application or if the costs of the equipment are less than the estimated rebate amount. Should the application fail the pre-inspection process, the application will be denied.

Post-Inspection Procedure

Once the Spray-to-Drip Project is complete, applicant completes the Spray to Drip application to request a **mandatory on-site post-inspection**. Prior to scheduling the post-inspection, the application will be reviewed by MWDOC to confirm the following:

- Application is completed in full.
- Payee Name and Mailing Address for Rebate Check is provided.
- Applicant has attached at least completed conversion area pictures showing:
 - Wide angle view of completed project area(s)
 - Close-up(s) of installed pressure regulation/filtration component(s)
 - o Close-up(s) of installed drip tubing
- Applicant has attached copies of any project related receipts or invoices. For a receipt/invoice to be considered eligible it must include the following:
 - Dated within the project period.
 - Marked "paid" or provided with proof of payment.
 - Signed by the customer/applicant/property owner and includes the site location, scope of work, and costs.
 - Itemized to include make, model, sku, quantity, price per item, total price. If microspray or point source emitters have been installed, the flow rate for each must be 2.5 gallons per hour or less, or per the terms and conditions of the Program.
 - Labor is reimbursable if performed by a licensed C27 contractor; it must be listed as a separate line item.

If the application is missing or does not comply with the requirements of any of the above, MWDOC/Participant Agency shall work with the applicant to obtain the information and or appropriate photos/documents/invoices prior to scheduling the post-inspection. If applicant is unable to provide photos/documents/invoices that meet the requirements set forth above, the application will be considered incomplete, the application will be denied, no rebate will be issued, and no on-site post-inspection should be scheduled.

If the application has satisfied all of the above requirements, Participant Agency and/or its inspector will work with Applicant to schedule the mandatory on-site post-inspection. The purpose of the on-site post-inspection is to serve as an independent verification of the information contained in the application. For commercial sites that are also participating in the Turf Removal Program and inspected by Metropolitan's inspection contractor, Participant Agency is required to perform the on-site post-inspection for the Spray-to Drip portion of the project. As part of the on-site post-inspection, Participant Agency/inspector must verify the following:

- The actual square footage of the conversion area. All commercial spray-to-drip sites will be measured by the Participant Agency and or its inspector for 100% of the sites for 100% of the spray-to-drip conversion areas during the post-inspections. The required minimum techniques for area measurements are described in Section V -Measurement Techniques.
- That drip irrigation equipment has been installed. The type of drip equipment (embedded emitter tubing/microspray/point source emitters) must be noted and photographed.
 Please note that ineligible equipment, such as point source emitters, would invalidate the project.
- That pressure regulation/filtration components have been installed as part of the drip conversion. Manufacturer/make, model, model number/SKU, and quantity should be documented, and the equipment should be photographed.
- That drip tubing has been installed. The drip tubing should be photographed. If covered, a minimum of a 20-foot section must be uncovered for the photograph.
- That spray irrigation is no longer functional in the drip conversion area(s). Any remaining spray heads in the conversion area must be capped (no exceptions).

Once the on-site post inspection is complete, the inspector will complete the Post Inspection, in full, and upload all photos and documentation. Once the Post Inspection Form has been submitted, it will be reviewed by MWDOC, along with copies of all receipts and invoices, and if the spray-to-drip project has satisfied all the terms, conditions, guidelines, and requirements of the program, the application will be processed for rebate. If all the terms, conditions, guidelines, and requirements of the program have not been satisfied, the post-inspection will be considered fail, and the application will be denied and no rebate funds will be issued.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

V. Measurement Techniques- On Site

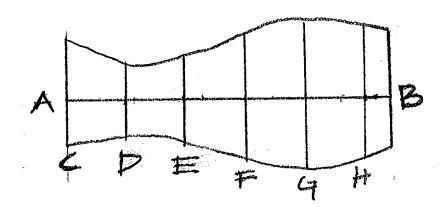
When measuring sites, tape measurers remain the most accurate method of measurement. Measuring wheels are nearly as accurate when rolling on a flat surface such as concrete or asphalt. Measuring wheels on turf or shrub areas run the risk of being inaccurate. Tape measurers are recommended whenever uneven surfaces are encountered. For large sites, a map should be provided indicating all the turf areas intended for removal and all project areas should be

measured and noted with square footage.

Odd shapes are often hard to measure accurately. A series of methods of measuring odd shapes have been reviewed and below are a listing of acceptable measurement techniques of odd shapes. Alternative measuring techniques must be submitted to MWDOC for review and approval prior to implementation and must be at least as accurate as the techniques listed here.

Non-Uniform Rectangular

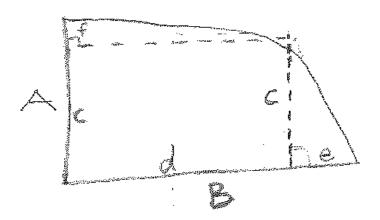
First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 13 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through H). These lines are called *offset lines*. Finally, average the lengths of all offset lines and multiply the result times line AB (65 ft. in this example). This is most notably different from the Non-Uniform Ellipse method in that exactly one of the left or right edges is measured, in this case line "C."



Example: Non-Uniform Rectangular
Length line $(AB) = 65$ ft
Distance between offset lines is 13 ft apart
Length of each offset line:
C = 20 ft $F = 20 ft$
D = 10 ft $G = 25 ft$
E = 15 ft $H = 20 ft$
Average length of = $(C + D + E + F + G + H)$ offset lines (Number of offset lines)
= (20 + 10 + 15 + 20 + 25 + 20) / 6 = 18.3 ft
Total Area = (Length line)
x (Average length of offset lines)
= 65 ft x 18.3 ft
$= 1189.5 \text{ ft}^2$

Irregular Rhombus or Widening Rectangular

A fast way to measure irregular rhombi is shown in the example below. Stake one end of the measuring tape at point (A, B); measure line d and then line B. Without removing the stake measure line c and then line A. Using those four measurements you will be able to find line f and line e. The areas of triangle (fd), triangle (ce), and rectangle (cd) can now be calculated.



Example: Irregular Rhombus
or Widening Rectangular

Length of each line:

$$A = 20 \text{ ft}$$

$$c = 18 \text{ ft}$$

$$B = 25 \text{ ft}$$

$$d = 21 \text{ ft}$$

Line (f) =
$$A - c$$

= 20 ft - 18 ft

Line (e) =
$$B - d$$

= 25 ft - 21 ft

$$= 2 \text{ ft}$$

$$=4 \text{ ft}$$

Area
$$(cd) = c \times d$$

$$= 18 \text{ ft x } 21 \text{ ft}$$

$$= 378 \text{ ft}^2$$

Area (ce) =
$$(c \times e) / 2$$

$$= (18 \text{ ft } x 4 \text{ ft}) / 2$$

$$= 36 \text{ ft}^2$$

Area (fd) =
$$(f \times d) / 2$$

$$= (2 \text{ ft x } 21 \text{ ft}) / 2 = 21 \text{ ft}^2$$

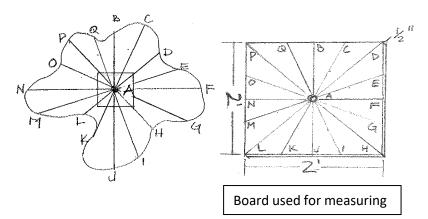
Total Area = Area
$$(cd)$$
 + Area (ce) + Area (fd)

$$= 378 \text{ ft}^2 + 36 \text{ ft}^2 + 21 \text{ ft}^2$$

$$= 435 \text{ ft}^2$$

Non-Uniform Round

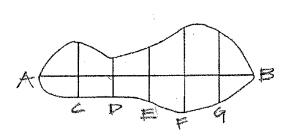
First measure 16 evenly spaced radii from the same center point (point A). This is called the *center point*. Next take the average of all the radii (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q) / 16. Use the average radii to calculate the area of a circle. (12.25 ft. in this example).



Example: Non-Uniform Round Length of each offset line: B = 10 ftE = 12 ftH = 10 ftK = 9 ftN = 16 ftO = 9 ftC = 15 ft F = 15 ftI = 15 ftL = 8 ftO = 10 ftD = 10 ftG = 13 ft J = 17 ftM = 15 ft P = 12 ftNumber of radii = 16Average length of offset lines = (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q)/ (Number of radii) = (10 + 15 + 10 + 12 + 15 + 13 + 10 + 15 + 17 + 9 + 8 + 15 + 16 + 10 + 12 + 9)= 12.25 ftTotal Area = $\pi \times 12.25^2$ ft $= 3.14 \times 12.25 \text{ ft } \times 12.25 \text{ ft}$ $=471 \text{ ft}^2$

Non-Uniform Ellipses

The method used for irregular shaped areas is called the "offset method". First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 10 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called *offset lines*. Finally, add the lengths of all offset lines and multiply the result times the distance that separates these lines (10 ft. in this example). This is most notably different from Non-Uniform Rectangular in that neither the left or right edges of the shape are measured in the ellipse.



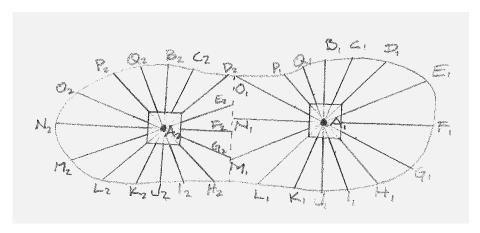
Length line (AB) = 60 ft Distance between offset lines is 10 ft apart Length of each offset line $C = 15 \text{ ft} \qquad F = 25 \text{ ft}$ $D = 10 \text{ ft} \qquad G = 20 \text{ ft}$ E = 15 ftTotal length of offset lines = C + D + E + F + G = 15 + 10 + 15 + 25 + 20 = 85 ftTotal Area = (Distance between offset lines) x (sum of the length of offset lines) = 10 ft x 85 ft

 $= 850 \text{ ft}^2$

Example: Non-Uniform Ellipse

Non-Uniform Ellipses Alternate

An alternate method of measuring non-uniform ellipses is by dividing the ellipses in uniform parts and utilizing the non-uniform round method as described above. An example is shown below.



VI- Measurement Techniques - Aerial

Please note that aerial inspections are allowed for area-based **pre-inspections only.**

Aerial inspections must be performed using GIS software, such as ArcGIS, NearMap, or GoogleEarth. Imagery resolution should be at least 1 foot. Google MyMaps or Google Maps will not be sufficient for performing aerial inspections. If you would like an exception or have a question about a specific method please ask MWDOC.

When performing aerial inspections, please see the steps:

- Look up the site address in your GIS system
- If measuring aerially is difficult due to tree cover or other issues, you must perform an on-site preinspection
- Use the site plan and/or customer submitted photos as a guide for measuring the application areas
- Draw out one or more polygons measuring the area on the map
- Screenshot the aerial measurement with the polygons that must be uploaded to the Droplet portal
- Complete pre-inspection form and upload to Droplet portal.

Exhibit B



P.O. Box 20895 Fountain Valley, CA 92728 Phone: (714)963-3058 Fax: (714)964-9389 Invoice No.

INVOICE 1

16871

Custo	mer ———							
Name	Agency					Date	8/29/2022	
Street	P.O. Box 30205							
City	Orange	State	CA	ZIP	92607-0205	Due Date	Upon Receipt	
Attn:	Accounts Payable						-	
						\		

Description	Amount
FY 2021-2022 Choice Programs Billing Invoice	
Water Use Efficiency FY 21-22 WUE Adjustment for prior year FY 20-21	\$ 101,507.28 (264.07)
School Program FY 21-22 School Program Adjustment for prior year FY 20-21	\$ 7,455.93 -

Total Refund Due \$ 108,699.14

Payment Det	ails —
Cust #:	Example
GLA #:	

Please direct your inquiries to the Accounting Department.

Exhibit C

MWDOC Water Use Efficiency Choice Allocation for FY 2019/20

Based on Outside Funding in December 1, 2017 - November 30, 2018

By Retail Agency	Metropolitan Incentives [1]	MWDOC Grants [2]	Vendor Fees [3]	Total Outside Funding	Percentage Share	Initial Choice Allocation	Prior Year Percentage Share	Ajustment for Prior year	Current Year Invoice Amount
Brea	\$26,115	\$15,123	\$1,766	\$43,004	1.12%	\$9,823.12	3.11%	(\$3,726.63)	\$6,096.49
Buena Park	\$19,930	\$4,369	\$1,463	\$25,762	%29.0	\$5,884.55	0.92%	(\$1,097.15)	\$4,787.40
East Orange County Water District	\$410	\$300	\$41	\$751	0.02%	\$171.43	0.16%	(\$196.59)	(\$25.16)
El Toro Water District	\$65,866	\$34,391	\$5,042	\$105,299	2.75%	\$24,052.89	1.99%	(\$2,380.27)	\$21,672.62
Fountain Valley	\$46,979	\$62,819	\$4,506	\$114,304	2.99%	\$26,109.82	1.55%	(\$1,857.63)	\$24,252.19
Garden Grove	\$13,396	\$619	\$1,381	\$15,396	0.40%	\$3,516.77	1.08%	(\$1,292.86)	\$2,223.91
Golden State Water Company	\$62,276	\$3,745	\$5,660	\$71,680	1.87%	\$16,373.53	1.23%	(\$1,470.08)	\$14,903.45
Huntington Beach	\$144,453	\$62,892	\$9,105	\$216,450	2.65%	\$49,442.39	%66.6	(\$11,957.47)	\$37,484.91
Irvine Ranch Water District	\$663,528	\$408,013	\$39,658	\$1,111,200	29.05%	\$253,824.61	28.02%	(\$33,530.90)	\$220,293.71
La Habra	\$5,562	\$3,679	\$454	\$9,695	0.25%	\$2,214.47	0.35%	(\$418.37)	\$1,796.10
La Palma	\$1,314	\$119	\$154	\$1,587	0.04%	\$362.52	0.31%	(\$373.10)	(\$10.58)
Laguna Beach County Water District	\$2,975	\$2,234	\$295	\$5,504	0.14%	\$1,257.14	0.31%	(\$367.14)	\$890.01
Mesa Water District	\$181,715	\$32,183	\$2,823	\$216,721	2.66%	\$49,504.18	5.17%	(\$6,183.03)	\$43,321.15
Moulton Niguel Water District	\$574,192	\$101,507	\$17,513	\$693,213	18.11%	\$158,346.39	11.06%	(\$13,237.59)	\$145,108.80
Newport Beach	\$21,491	\$39,755	\$616	\$61,861	1.62%	\$14,130.64	4.89%	(\$5,852.14)	\$8,278.50
Orange	\$115,332	\$34,292	\$5,442	\$155,066	4.05%	\$35,420.89	3.65%	(\$4,363.41)	\$31,057.48
San Clemente	\$77,211	\$39,850	\$6,517	\$123,577	3.23%	\$28,227.93	2.12%	(\$2,537.84)	\$25,690.10
San Juan Capistrano	\$76,813	\$15,423	\$2,803	\$95,040	2.48%	\$21,709.46	0.84%	(\$1,008.23)	\$20,701.23
Santa Margarita Water District	\$332,737	\$126,297	\$21,290	\$480,323	12.55%	\$109,717.36	10.92%	(\$13,069.56)	\$96,647.79
Seal Beach	\$10,286	\$0	\$989	\$11,275	0.29%	\$2,575.56	0.16%	(\$186.66)	\$2,388.90
Serrano Water District	\$2,824	\$3,817	\$146	\$6,788	0.18%	\$1,550.49	0.15%	(\$174.69)	\$1,375.80
South Coast Water District	\$63,420	\$14,353	\$2,849	\$80,622	2.11%	\$18,415.96	3.46%	(\$4,136.50)	\$14,279.46
Trabuco Canyon Water District	\$5,145	\$5,964	\$410	\$11,519	0.30%	\$2,631.20	%9/.0	(\$913.77)	\$1,717.43
Tustin	\$28,933	\$21,410	\$2,398	\$52,741	1.38%	\$12,047.39	2.62%	(\$3,140.68)	\$8,906.71
Westminster	\$11,677	\$7,848	\$787	\$20,312	0.53%	\$4,639.70	1.31%	(\$1,568.69)	\$3,071.01
Yorba Linda Water District	\$71,214	\$17,196	\$4,781	\$93,191	2.43%	\$21,287.12	3.45%	(\$4,127.79)	\$17,159.33
Anaheim	\$0	\$3,504	\$0	\$3,504	%60.0	\$800.41	0.18%	(\$216.43)	\$583.99
Fullerton	\$0	\$1,538	\$0	\$1,538	0.04%	\$351.39	0.14%	(\$162.60)	\$188.79
Santa Ana	\$0	\$559	\$0	\$559	0.01%	\$127.69	%60.0	(\$109.07)	\$18.62
Orange County Total	\$2,625,795	\$1,063,799	\$138,888	\$3,828,482	100%	\$874,517.00	100.00%	(\$119,656.87)	\$754,860.13

^[1] Incentive amounts funded though Metropolitan's Conservation Credits Program. Programs include Commercial, Industrial, Institutional, Residential, Landscape, and Recycled Water Conversion.

^[2] Outside funding through grants awarded to MWDOC by the California Department of Water Resources, and US Bureau of Reclamation. Excludes member agency administrative and supplemental contributions.

^[3] Vendor fees are administrative processing costs paid for by Metropolitan or through MWDOC grants.



To: Board of Directors, *Municipal Water District of Orange County*

From: Natural Resource Results

RE: Monthly Board Report – May 2022

STREAM Act

We reported on the STREAM Act in our last report and expected it to be introduced by now but that has not occurred. Feinstein staff is still ironing out the details of the language and have indicated that they hope to have the bill introduced in May. Once the bill is formally introduced, we will bring it to the MWDOC board to take a position on.

WEROC

In mid-April, MWDOC staff did a series of meetings with Senator Feinstein and Senator Padilla's offices to brief them on the Congressionally Directed Spending (CDS) request that we had submitted to each office. Senator Feinstein's staff tipped us off some conversations that they had been a part of with Cal OES and based on those conversations, we determined that Cal OES didn't fully understand our project. Thanks to Vicki Osborn's great connections at Cal OES, we believe that we were able to immediately address the misunderstanding, putting us back on the right track. Senate offices will have to submit their CDS requests to the Senate Appropriations Committee in mid-May and we are cautiously optimistic that both Senators will request funding for the WEROC EOC.

Colorado River

On April 22, the seven basin states sent a letter to Assistant Secretary Tanya Trujillo expressing support for the release of 500,000 acre-feet of water from Flaming Gorge reservoir as well as a 480,000-acre-foot reduction to the 2022 water year release from Glen Canyon Dam to reduce further risk of water levels dropping. In addition, the letter urges Reclamation to implement timely evaluation of any needed maintenance to water delivery and hydropower generation infrastructure at Glen Canyon Dam and Lake Powell. A decision from the Department of the Interior regarding these recommendations is expected in the next few weeks.



To: Municipal Water District of Orange County

From: Syrus Devers, Best Best & Krieger

Date: May 2nd, 2022 Re: Monthly Report

Legislative Report

Much of this report will focus on water conservation, beginning with SB 1157 (Hertzberg). In committee testimony Senator Hertzberg stated he was carrying the bill at the request of the administration and would not consider amendments. Despite pointed questions from Democrats on the Sen. Natural Resources and Wildlife Committee, and one Democrat Senator announcing he could not support the bill, SB 1157 passed on a party-line vote, including an AYE vote from the Senator who said he could not support it. The bill passed the Senate Floor in like manner. The bill now goes to Assembly Water, Parks, and Wildlife where anything could happen. The committee has a new Chair in Assm. Rebecca Bauer-Kahan. Assm. Laura Friedman, the former author of the bill is a member, as is Assm. Blanca Rubio who initially agreed to introduce a bill at the request of ACWA. It is a large committee with 15 members, a few of whom are in their first term. For these reasons outcomes are hard to predict.

Administrative Report

The State Water Resources Control Board (SWRCB) heard testimony regarding statewide conservation for February at the Board meeting on April 13th. There was little statewide progress on conservation with water use down .5% compared to February 2020. The San Francisco Bay Area showed improvement with a reduction of 10% from 2020, while the South Coast region conserved .2%. The Sacramento River region actually increased use over 2020 by 6.7%.

Board members also questioned the Office of Policy and Research (OPR) about the connection between water conservation, median household incomes (MHI), and water rate structures. The answers were full of qualifying statements that the data did not neatly fit a clear pattern, which usually lets everyone hear what they want to hear. For example, there is an association with increased water consumption and higher MHI, but not in the San Francisco Bay Area, which is a higher per capita income region with some of the lowest water usage in the state. Another line of questioning looked at volumetric pricing and found that customers who use the most water end up paying less per gallon than those who conserve. OPR made a sincere attempt to explain that fixed costs make up a larger percentage of the

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rates in water districts that use less water, but if a person walked into the hearing wanting to believe that wealthy people use more water and pay less for it, they probably walked out feeling they had the evidence they needed.

In other news, the Water Supply Index Forecast (Bulletin 120) for the April-July period is estimated to be 41% of the historic average, and the Water Year runoff is estimated to be 54% of average. The recent rains are expected to change the estimates by as little as .5%.

systems. The webinars will be given on November 20th and December 14th. Please let BB&K staff know if any board member has an interest in participating.

ACKERMAN CONSULTING

Legal and Regulatory

May 2, 2022

- 1. **Cost of Drought:** The University of California, Merced, recently completed a study as to the economic loss to California from the recent drought. It looked at the agricultural losses for 2021 primarily attributed to the drought but also changes in water use, irrigation, and some other factors. California's agricultural sector is the largest in the US averaging \$50 billion per year. The leading commodity is still milk, followed by almonds and grapes (\$7 billion, \$5.8 billion, and \$5.5 billion respectively). The overall loss is estimated at \$1.1 billion with the Central Valley taking the largest share at \$755 million. Job loss almost 15,000 and 390,000 acres fallowed.
- 2. Water Theft: The general manager of Panoche Water District, which serves parts of Fresno and Merced counties, had been charged with stealing \$25 million in water over 23 years. The money was used for personal expenses and hefty salaries for himself and other employees. An abandoned drain from the Central Valley Project was right next to a canal in the Water District's system. The gate connecting the two had been cemented shut many years ago. Dennis Falaschi, the general manager, directed an employee to reconnect the gate valve that could be operated at will and hide in at the bottom of a standpipe. A lid with a lock was installed at the top to keep other people out but Dennis had the key. He then turned it on and off at will and put additional water in the District's system. However, he failed to adequately account for the additional water. The drought exposed the lid and lock which was underwater for most of the theft years.
- 3. Study Claims Big Savings: Pacific Institute, an Oakland water think tank, claims that California cities can cut an additional 30% or more from their current water use. They believe the more conservation, wastewater treatment, collecting more runoff, fixing leaks, replacing appliances and toilets, and replacing lawns and landscaping will achieve those numbers. They did not analyze costs nor do any cost-benefit analysis. They also did not look at desal because it cost too much. They also did not look at agriculture or environmental uses. This was reported in the LA Times with no "other side" mentioned.
- 4. **Sponge Cities Cure Floods:** A United Nations report from their Intergovernmental Panel on Climate Change issued a report on how cities can protect themselves from flooding. Their AI analysis compared various large cities to determine their absorption rate in rainy conditions. The amount of trees, parks, lakes, and other designs features helps determine how a city with lots of concrete and buildings will perform in heavy rain scenarios and the prediction of flood damage, which might occur. The seven cities studied were New York, London, Singapore, Mumbai, Auckland, Shanghai, and Nairobi. As you can see, this was a worldwide approach. Sponginess is measured by how much water would be absorbed and how much would runoff in each city. Auckland had the highest rating with 35%. New York had a 30% rating. London was the worst with 22% due to much concrete and poor soil absorbency. The UN has data and formulas for how to increase your percentage and what kinds of materials or plants to use.

- 5. Rangeland in the Valley: As previously reported, PPIC has been doing studies on alternative uses for farmland in the Central Valley. Their last report looked at converting farmland to rangeland. Many years ago, much of the Valley was natural rangeland and use for grazing various livestock. With the SGMA rules closing in on agricultural uses in the Valley PPIC has been talking the farmers and exploring a return of some of this land to rangeland. This would allow for some economic benefits but would represent about one tenth of the highest use for much of the land. In addition, there would be costs in returning to this use. Tree removal, fence relocation, irrigation infrastructure removal, and new water infrastructure for animal use, all of this to reap smaller reward. There could be much environmental upside though when selecting plant species to start the rangeland growth. PPIC is also exploring funding sources to aid the process.
- 6. **Fire and Rain:** Science Advances has released a study relating fire incidents and rainstorms that may follow. The likelihood of multiple rainstorms hitting a fire area is quite probable. The estimate for California is to expect double the number of rain events to hit the same fire area. The estimate becomes greater for the extreme fire events. This in conjunction with the drier conditions existing for longer periods, increases the chance of larger fires. They acknowledge that their worst-case scenarios are not as likely since many of the more advanced countries have taken steps to reduce emissions. Critics point out that these are all models based on certain assumptions and many of the assumptions are being questioned.
- 7. **Solar Powered Desal:** We have covered various examples of using some form of solar energy to accomplish water desal. This MIT proposal is supposed to be a better mousetrap. Its main purpose is for remote areas with little access to traditional energy sources. It will take seawater or brackish water and using solar power alone, convert it to drinking water. The major problem in prior attempts is salt fouling filters or the process. This is a layered system with dark material on top to absorb the sun, then a layer of water above a perforated layer of material, all that above the seawater or equivalent. One key is the size of the holes, which will let the good stuff through and keep the bad stuff out. This process is cheap and efficient and can run for a length of time. The materials for a one square yard box device is about \$4. This will provide daily water for an average family. While off-grid targets are the priority, expanding this to commercially viable operations are expected.
- 8. **Road Salt Pollution:** The University of Maryland is continuing the study of the downsides of using road salt to de-ice roads in cold climates. Salt is always a problem in water world due to fertilizers, sewage, road aging and road salts. Climate, geology, topography, humans, and the clock also contribute. The University has established a Richter scale for salt dangers from Stage 0 to IV. The DC area, which was the study area, is at Stage II at different times during the year. That is not too bad considering all the human and road conditions in the area. They will be suggesting policy considerations to improve the situation both in DC and in the rest of the cold parts of the US.
- 9. **Size Matters-Again:** The size of the watershed, large or small, has a lot to do with the number of pollutants coming out of the "bottom" of the region. Watersheds act as a giant (or small) filter for pollutants in any area of the country. Larger river systems are much better at cleaning the environment than smaller coastal areas or estuaries. Land has been called a "carbon sink". However, the University of New Hampshire has shown that in the larger watersheds, the carbon is released back into the atmosphere as opposed to staying in the ground. This study will give water planners more information as to what policies will be useful depending on the size of the watershed you are dealing with.

- 10. Soap Cleans Water: MIT has made a large discovery. Soap not only cleans our hands and bodies but can also help clean water. Using the soap model, they created a hi tech "soap" to remove micro pollutants from water. Soap molecules are called surfactants. They have water loving and water hating features. That is, they remove these micro pollutants from water (our hands) and allow them to be separated and removed, clean water (clean hands). The list of micro pollutants is impressive: drugs, dyes, pesticides and PFAS. This process can be done at room temperature and is long lasting. They have filed for an international patent and early results are encouraging.
- 11. Climate Change v Oroville Dam: UC San Diego researchers say climate change played a part in the Oroville Dam spillway mishap. Atmospheric rivers (AR) are becoming a greater factor in our climate incidents than originally thought. Almost half of our annual water supply is a result of AR increase. It is also responsible for about 90% of our flood damages. A time review of the Oroville incident showed the following: cold rain with snow, large existing snowpack, and warm rain a few days later, which melted the snow, larger than normal runoff. The simulation they used claims that human increased both the cold rain and warm rain precipitations caused warming of about 11-15%. Thus, the event might have occurred with or without human interference, but the modeling does not go that far.

MWDOC

Bill Matrix

Prepared by BestBest&Krieger, April 26, 2022

A. Priority Support/Oppose

Measure	Author	Topic	Status	Location	Brief Summary	Position	Priority	Notes 1
AB 1845	Calderon D	Metropolitan Water District of Southern California: alternative project delivery methods.	4/5/2022-	3/23/2022- A. W.,P. & W.	Current law authorizes certain entities, including the Department of General Services, the Military Department, the Department of Corrections and Rehabilitation, and specified local agencies, to use the design-build procurement process, as prescribed, for specified public works. This bill would authorize the Metropolitan Water District of Southern California to use the design-build procurement process for certain regional recycled water projects or other water infrastructure projects. The bill would define "design-build" to mean a project delivery process in which both the design and construction of a project are procured from a single entity. The bill would require the district to use a specified design-build procedure to assign contracts for the design and construction of a project, as defined.	Support	A. Priority Support/ Oppose	Support adopted on March 2nd
AB 1944	Lee D	Local government: open and public meetings.	4/19/2022- Re-referre d to Com. on L. GOV.	2/18/2022- A. L. GOV.	The Ralph M. Brown Act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local	Analysis	A. Priority Support/ Oppose	Amended on 4/18/2022

					agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would require the agenda to identify any member of the legislative body that will participate in the meeting remotely. The bill would also require an updated agenda reflecting all of the members participating in the meeting remotely to be posted, if a member of the legislative body elects to participate in the meeting remotely after the agenda is posted.			
AB 2142	Gabriel D	Income taxes: exclusion: turf replacement water conservation program.	4/7/2022- Re-referre d to Com. on REV. & TAX.	2/24/2022- A. REV. & TAX	Current law provides an exclusion from gross income for any amount received as a rebate or voucher from a local water or energy agency or supplier for the purchase or installation of a water conservation water closet, energy efficient clothes washers, and plumbing devices, as specified. This bill would, for taxable years beginning on or after January 1, 2022, and before January 1, 2027, under the Personal Income Tax Law and the Corporation Tax Law, provide an exclusion from gross income for any amount received as a rebate, voucher, or other financial incentive issued by a public water system, as defined, local government, or state agency for participation in a turf replacement water conservation program.	Support	A. Priority Support/ Oppose	Support adopted on March 2nd
AB 2157	Rubio, Blanca D	Urban water use objectives: indoor residential water use.	2/15/2022- From printer. May be heard in committee March 18.	2/15/2022- A. PRINT	Current law requires the Department of Water Resources, in coordination with the State Water Resources Control Board, and in collaboration with and input from stakeholders, to conduct necessary studies and investigations and authorizes the department and the board to jointly recommend to the Legislature a standard for indoor residential water use. Current law, until January 1, 2025, establishes 55 gallons per capita daily as the standard for indoor residential water use, beginning January 1, 2025, establishes the greater of 52.5 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use, and beginning January 1, 2030, establishes the greater of 50 gallons per capita daily or a	Watch	A. Priority Support/ Oppose	Spot bill, but still a priority.

					standard recommended by the department and the board as the standard for indoor residential water use. This bill would make a nonsubstantive change to the provision requiring the department and the board to collaborate with, and seek input from, stakeholders with regard to the studies, investigations, and report.			
AB 2278	Kalra D	Natural resources: biodiversity and conservation report.	4/25/2022- VOTE: Do pass and be re-referred to the Committee on [Appropria tions] with recommen dation: To Consent Calendar (PASS)		Under current law, by Executive Order No. N-82-20, Governor Gavin Newsom directed the Natural Resources Agency to combat the biodiversity and climate crisis by, among other things, establishing the California Biodiversity Collaborative and conserving at least 30% of the state's lands and coastal waters by 2030. This bill would require the Secretary of the Natural Resources Agency to prepare and submit, beginning on or before January 1, 2024, an annual report to the Legislature on the progress toward achieving the directives of the executive order.	Watch	A. Priority Support/ Oppose	Possible return of AB 3030
AB 2387	Garcia, Eduardo D	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.	4/25/2022- VOTE: Do pass and be re-referred to the Committee on [Appropria tions] (PASS)		Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$7,430,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs.	Watch	A. Priority Support/ Oppose	
AB 2449	Rubio, Blanca D	Open meetings: local agencies: teleconference s.	3/3/2022- Referred to Com. on L. GOV.	3/3/2022-A. L. GOV.	Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health. This bill would authorize a local agency to use teleconferencing without complying with those specified teleconferencing requirements if at least a quorum of the members of the legislative body participates in person from a singular location clearly identified on the agenda	Support	A. Priority Support/ Oppose	Support adopted on April 6th.

AB 2451	Wood D	State Water Resources Control Board: drought planning.	3/3/2022- Referred to Com. on W.,P., & W.	3/3/2022-A. W.,P. & W.	that is open to the public and situated within the local agency's jurisdiction. The bill would impose prescribed requirements for this exception relating to notice, agendas, the means and manner of access, and procedures for disruptions. The bill would require the legislative body to implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with federal law. Would require the State Water Resources Control Board to establish a Drought Section within the Division of Water Rights, as specified. The bill would require the state board, in consultation with the Department of Fish and Wildlife, to adopt principles and guidelines for diversion and use of water in coastal watersheds during times of water shortage for drought preparedness and climate resiliency and for the development of watershed-level contingency plans to support public trust uses, public health and safety, and the human right to water in times of water shortage. The bill would require the state board to adopt those principles and guidelines no later than March 31, 2023, as specified.	Watch	A. Priority Support/ Oppose	
AB 2639	Quirk D	San Francisco Bay/Sacramen to-San Joaquin Delta Estuary: water quality control plan: water right permits.	Re-referre d to Com. on E.S. &	4/5/2022-A. E.S. & T.M.		Out for Analysis	A. Priority Support/ Oppose	On the agenda for May 2nd.
SB 45	Portantino D	Short-lived climate pollutants: organic waste	1/24/2022- Read third time. Passed.	1/24/2022- A. DESK	Current law requires the Department of Resources Recycling and Recovery, in consultation with the State Air	Page	A. Priority Support/ Oppose e 115 of 15	Bond intended for the Nov. '22

		reduction goals: local jurisdiction assistance.	(Ayes 36. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.		Resources Board, to adopt regulations to achieve the organic waste reduction goals established by the state board for 2020 and 2025, as provided. Current law requires the department, no later than July 1, 2020, and in consultation with the state board, to analyze the progress that the waste sector, state government, and local governments have made in achieving these organic waste reduction goals. This bill would require the department, in consultation with the state board, to provide assistance to local jurisdictions, including, but not limited to, any funding appropriated by the Legislature in the annual Budget Act, for purposes of assisting local agencies to comply with these provisions, including any regulations adopted by the department.			ballot.
SB 230	Portantino D	State Water Resources Control Board: Constituents of Emerging Concern in Drinking Water Program.	1/26/2022-Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	1/26/2022- A. DESK	Would require the State Water Resources Control Board to establish, maintain, and direct a dedicated program called the Constituents of Emerging Concern in Drinking Water Program for 5 years to assess the state of information and recommend areas for further study on, among other things, the occurrence of constituents of emerging concern (CEC) in drinking water sources and treated drinking water. The bill would require the state board to convene, by an unspecified date, the Science Advisory Panel for 3 years to review and provide recommendations to the state board on CECs for further action, among other duties. The bill would require the state board to provide a final report to the Legislature by June 1, 2026, on the work conducted by the panel.		A. Priority Support/ Oppose	Support position adopted April 7th.
SB 991	Newman D	Public contracts: progressive design-build: local agencies.	4/19/2022- Read second time. Ordered to third reading.	4/19/2022-S . THIRD READING	Would, until January 1, 2029, authorize local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for public works projects in excess of \$5,000,000, similar to the progressive design-build process authorized for use by the Director of General Services. The	Support	A. Priority Support/ Oppose	Support adopted on April 6th.

SB 1157	Hertzberg D	Urban water use objectives: indoor residential water use.	4/21/2022-Read third time. Passed. (Ayes 28. Noes 9.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	4/21/2022- A. DESK	bill would require a local agency that uses the progressive design-build process to submit, no later than January 1, 2028, to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process containing specified information, including a description of the projects awarded using the progressive design-build process. The bill would require the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury. Current law requires the Department of Water Resources, in coordination with the State Water Resources Control Board, and including collaboration with and input from stakeholders, to conduct necessary studies and investigations and authorizes the department and the board to jointly recommend to the Legislature a standard for indoor residential water use. Current law, until January 1, 2025, establishes 55 gallons per capita daily as the standard for indoor residential water use. Existing law establishes, beginning January 1, 2025, the greater of 52.5 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use, and beginning January 1, 2030, establishes the greater of 50 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use. This bill would eliminate the option of using the greater of 52.5 gallons per capita daily, as applicable, or a standard recommended by the department and the board as the standard for indoor residential water use. This bill would eliminate the option of using the greater of 50 gallons per capita daily, as applicable, or a standard recommended by the department and the board as the standard for indoor residential water use.	Oppose unless amended	A. Priority Support/ Oppose	Oppose unless amended adopted on March 2nd
B. V	Vatch							
Measure	Author	Topic	Status	Location	Brief Summary	Position	Priority	Notes 1
AB 1001	Garcia, Cristina D	Environment: mitigation measures for air quality	3/22/2022- From committee chair, with	2/1/2022-S. RLS.	The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project	Watch	B. Watch	

	environmental justice.	ts: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on RLS.		on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would require mitigation measures, identified in an environmental impact report or mitigated negative declaration to mitigate the adverse effects of a project on air quality of a disadvantaged community, to include measures for avoiding, minimizing, or otherwise mitigating for the adverse effects on that community. The bill would require mitigation measures to include measures conducted at the project site that avoid or minimize to less than significant the adverse effects on the air quality of a disadvantaged community or measures conducted in the affected disadvantaged community that directly mitigate those effects.			
AB 1774 Seyar	California Environmenta I Quality Act: water conveyance or storage projects: judicial review.	to Coms. on NAT.	2/10/2022- A. NAT. RES.	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that the lead agency proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA. This bill would require the Judicial Council to adopt rules of court applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification or adoption of an environmental impact report for water conveyance or storage projects, as	Watch	B. Watch	

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					defined, or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to those projects.			
AB 1817	Ting D	Product safety: textile articles: perfluoroalkyl and polyfluoroalk yl substances (PFAS).	3/28/2022- Read second time. Ordered to third reading.	3/28/2022- A. THIRD READING	Would prohibit, beginning January 1, 2024, any person from distributing, selling, or offering for sale in the state any textile articles that contain regulated PFAS, and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in textile articles to comply with these provisions.		B. Watch	
AB 2108	Rivas, Robert D	Water policy: environmental justice: disadvantaged and tribal community representation		3/23/2022- A. W.,P. & W.	Would require that one of the persons appointed by the Governor to the State Water Resources Control Board be qualified in the field of water supply and water quality relating to disadvantaged or tribal communities and not be the same member as the member appointed who is qualified in the field of water supply and water quality relating to irrigated agriculture. The bill would also require that at least one person appointed to each regional board have specialized experience to represent disadvantaged or tribal communities.	Watch	B. Watch	
AB 2247	Bloom D	Perfluoroalkyl and polyfluoroalk yl substances (PFAS) and PFAS products and product components: publicly accessible reporting platform.	4/21/2022- Re-referre d to Com. on E.S. & T.M.	3/3/2022-A. E.S. & T.M.	Would require, as part of the hazardous waste control laws, the Department of Toxic Substances Control to work with the Interstate Chemicals Clearinghouse to establish, on or before January 1, 2024, a publicly accessible reporting platform to collect information about perfluoroalkyl and polyfluoroalkyl substances (PFAS) and products or product components containing regulated PFAS, as defined, being sold, offered for sale, distributed, or offered for promotional purposes in, or imported into, the state. The bill would require, on or before July 1, 2024, and annually thereafter, a manufacturer, as defined, of PFAS or a product or a product component containing regulated PFAS that is sold, offered for sale, distributed, or	Watch	B. Watch	

					offered for promotional purposes in, or imported into, the state to register the PFAS or the product or product component containing regulated PFAS, and specified other information, on the publicly accessible reporting platform.			
AB 2313	Bloom D	Water: judges and adjudications.	3/31/2022- Re-referre d to Com. on W.,P., & W.	3/29/2022- A. W.,P. & W.	Would require the Judicial Council, on or before January 1, 2025, to establish a program that provides training and education to judges in specified actions relating to water, as defined. The bill would provide that the program may be funded by an appropriation from the General Fund in the annual Budget Act or another statute, or by using existing funds for judicial training. The bill would authorize the Chairperson of the Judicial Council to assign to certain actions relating to water a judge with that training or education.	Watch	B. Watch	
AB 2477	Rodriguez D	Emergency alert and warning service providers: minimum operating standards.	4/25/2022- VOTE: Do pass and be re-referred to the Committee on [Appropria tions] with recommen dation: To Consent Calendar (PASS)	A. APPR.	The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and makes the OES responsible for the state's emergency and disaster response services, as specified. Current law, on or before July 1, 2022, requires the OES, in consultation with specified entities, to develop voluntary guidelines for alerting and warning the public of an emergency, and requires the OES to provide each city, county, and city and county with a copy of the guidelines. This bill, on or before July 1, 2023, would require the OES, by regulation, to adopt minimum operating standards for private sector companies that provide alert and warning services to local entities and determine the appropriate thresholds for the provider of alert and warning services to report disruptions in service. Upon adoption of those regulations, the bill would require all providers of alert and warning services to notify the OES if a disruption in service or cybersecurity incident occurs. The bill would make the OES responsible for notifying any applicable county office of emergency services, the sheriff of any county, and any public safety answering point affected by the disruption of service.	Watch	B. Watch	

AB 2605	Villapudua D	Water quality: state certification.	4/19/2022-Re-referre d to Com. on E.S. & T.M.	3/10/2022- A. E.S. & T.M.	The State Water Resources Control Board and the California regional water quality control boards prescribe waste discharge requirements in accordance with the Federal Water Pollution Control Act and the Porter-Cologne Water Quality Control Act. Under federal law, any applicant seeking a federal license or permit for an activity that may result in any discharge into the navigable waters of the United States is required to first seek a state water quality certification, as specified. The Porter-Cologne Water Quality Control Act authorizes the state board to certify or provide a statement to a federal agency, as required pursuant to federal law, that there is reasonable assurance that an activity of any person subject to the jurisdiction of the state board will not reduce water quality below applicable standards. The federal act provides that if a state fails or refuses to act on a request for this certification within a reasonable period of time, which shall not exceed one year after receipt of the request, then the state certification requirements are waived with respect to the federal application. This bill would authorize the state board to delegate its authority regarding the above-described issuance of a certificate or statement to the regional boards. The bill would require a project proponent, as defined, to request a prefiling meeting with the state board, as specified.	Watch	B. Watch
AB 2740	Dahle, Megan R	Water resources: desalination.	3/17/2022-Referred to Com. on W.,P., & W.	3/17/2022- A. W.,P. & W.	Current law requires the Department of Water Resources, not later than July 1, 2004, to report to the Legislature, on potential opportunities and impediments for using seawater and brackish water desalination, and to examine what role, if any, the state should play in furthering the use of desalination technology. Current law requires the department to convene a Water Desalination Task Force, comprised of representatives from listed agencies and interest groups, to advise the department in carrying out these duties and in making recommendations to the Legislature. This bill would repeal		B. Watch

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					these provisions.			
AB 2742	Friedman D	Water meters: urban water suppliers.	2/19/2022- From printer. May be heard in committee March 21.	2/18/2022- A. PRINT	The Water Measurement Law generally requires the installation of a water meter as a condition of new water service on and after January 1, 1992. The law, with certain exceptions, requires an urban water supplier to install water meters on all municipal and industrial service connections that are located in its service area on or before January 1, 2025. This bill would delay that requirement for an urban water supplier to install the water meters to on or before January 1, 2030.	Watch	B. Watch	
AB 2811	Bennett D	California Building Standards Commission: recycled water: nonpotable water systems.	4/6/2022-I n committee: Set, first hearing. Hearing canceled at the request of author.		Would require, commencing January 1, 2024, all newly constructed nonresidential buildings be constructed with dual plumbing to allow the use of recycled water for all applicable nonpotable water demands, as defined, if that building is located within an existing or planned recycled water service area, as specified.	Watch	B. Watch	
AB 2857	Bauer-Kahan D	Sustainable Groundwater Management Act: groundwater sustainability plans: domestic well impacts.	3/28/2022-Re-referre d to Com. on W.,P., & W.	3/24/2022- A. W.,P. & W.	The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. The act prescribes that a groundwater sustainability plan contain certain information, including, where appropriate and in collaboration with the appropriate local agencies, control of saline water intrusion, wellhead protection areas and recharge areas, a well abandonment and well destruction program, well construction policies, and impacts on groundwater dependent ecosystems. This bill would additionally require that a groundwater sustainability plan include measures to mitigate adverse impacts on domestic		B. Watch	

					wells, as defined, including, but not limited to, compensating an owner of a domestic well or a user of water from a domestic well for increased energy costs associated with deeper groundwater pumping and increased costs to households associated with the delivery of water from an existing water supply system or alternative water supply. The bill would prohibit a mitigation measure from subjecting an owner of a domestic well or a user of water from a domestic well to an unreasonable financial burden or expense.			
AB 2876	Bigelow R	Sustainable Groundwater Management Act.	2/19/2022- From printer. May be heard in committee March 21.	2/18/2022- A. PRINT	The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. The act requires all relevant state agencies to consider the policies of the act, and any adopted groundwater sustainability plans, when revising or adopting policies, regulations, or criteria, or when issuing orders or determinations, where pertinent. This bill would make nonsubstantive changes to the latter provision.	Watch	B. Watch	
AB 2877	Garcia, Eduardo D	Safe and Affordable Drinking Water Fund: tribes.	4/20/2022- Re-referre d to Com. on E.S. & T.M.	3/17/2022- A. E.S. & T.M.	Current law continuously appropriates to the State Water Resources Control Board moneys deposited in the Safe and Affordable Drinking Water Fund for the development, implementation, and sustainability of long-term drinking water solutions, among other things. Current law requires the state board to expend moneys in the fund for grants, loans, contracts, or services to assist eligible recipients. Current law includes within the list of "eligible recipients," public agencies, nonprofit organizations, public utilities, mutual water companies,	Watch	B. Watch	55

AB 2895	Arambula D	Water:	I I	3/17/2022-	Native American tribes, specified nonfederally recognized Native American tribes, administrators, groundwater sustainability agencies, community water systems, and technical assistance providers. This bill would specify that a limited waiver of tribal sovereignty is not required for a tribe that is an eligible recipient to access funding from the fund. The bill would require the state board to work with tribes that are eligible recipients to remove any barriers for those tribes to access funding, as specified. The bill would require the state board to ensure an equitable distribution of funds from the fund, including funds to eligible recipients that are federally recognized California Native American tribes or specified nonfederally recognized Native American tribes and would require the state board to expend those funds, upon appropriation by the Legislature, for grants, loans, contracts, or services to assist those eligible recipients. Under current law, the State	Watch	B. Watch	
		permits and licenses: temporary changes: water or water rights transfers.	Re-referre d to Com. on W.,P., & W.	A. W.,P. & W.	Water Resources Control Board administers a water rights program pursuant to which the board grants permits and licenses to appropriate water. Current law prescribes the process for a permittee or licensee to petition the board for a temporary change due to a transfer or exchange of water rights and subsequent notice, decision, and hearing requirements by the board. Under that process, a petitioner is required to publish notice of a petition in a newspaper, as specified. Current law requires a petition to contain specified information and requires a petitioner to provide a copy of the petition to the Department of Fish and Wildlife, the board of supervisors of the county or counties in which the petitioner currently stores or uses the water subject to the petition, and the board of supervisors of the county or counties to which the water is proposed to be transferred. This bill would revise and recast the provisions regulating temporary changes due to a transfer or exchange of water rights,	Page	e 124 of 15	55

					including, among other revisions, specifying that those provisions apply to a person who proposes a temporary change for purposes of preserving or enhancing wetlands habitat, fish and wildlife resources, or recreation.			
AB 2919	Fong R	Dams: release of water: fish populations.	3/28/2022- Re-referre d to Com. on W.,P., & W.	3/24/2022- A. W.,P. & W.	Current law requires the owner of a dam to allow sufficient water at all times to pass through a fishway, or in the absence of a fishway, allow sufficient water to pass over, around or through the dam, to keep in good condition any fish that may be planted or exist below the dam. This bill would provide that, notwithstanding any other law, the release of water from a dam shall only be regulated based on actual fish populations and not based on approximate fish populations.	Watch	B. Watch	
SB 832	Dodd D	Water rights: measurement of diversion.	4/25/2022- April 25 hearing: Placed on APPR suspense file.	4/25/2022-S . APPR. SUSPENSE FILE	Current law defines various terms applicable to the Water Code. This bill would define "water year," unless otherwise specified, to mean the 12-month period beginning October 1 and ending September 30.	Watch	B. Watch	
SB 890	Nielsen R	Department of Water Resources: Water Storage and Conveyance Fund: water storage and conveyance.	3/8/2022- March 8 set for first hearing. Failed passage in committee. (Ayes 3. Noes 6.)	2/9/2022-S. N.R. & W.	Would establish the Water Storage and Conveyance Fund in the State Treasury to be administered by the Department of Water Resources. The bill would require all moneys deposited in the fund to be expended, upon appropriation by the Legislature, in support of subsidence repair and reservoir storage costs, including environmental planning, permitting, design, and construction and all necessary road and bridge upgrades required to accommodate capacity improvements. The bill would require the department to expend from the fund, upon appropriation by the Legislature, specified monetary amounts to complete funding for the construction of the Sites Reservoir, and to restore the capacity of 4 specified water conveyance systems, as prescribed, with 2 of those 4 expenditures being in the form of a grant to the Friant Water Authority and to the San Luis and Delta-Mendota Water Authority. This bill would make these provisions inoperative on July 1, 2030, and would repeal it as of	Watch	B. Watch	

					January 1, 2031.			
SB 892	Hurtado D	Cybersecurity preparedness: food and agriculture sector and water and wastewater systems sector.	4/18/2022- April 18 hearing: Placed on APPR suspense file.	4/18/2022-S . APPR. SUSPENSE FILE	Current law requires CalOES to establish the California Cybersecurity Integration Center (Cal-CSIC) with the primary mission of reducing the likelihood and severity of cyber incidents that could damage California's economy, its critical infrastructure, or public and private sector computer networks in the state. Current law requires Cal-CSIC to provide warnings of cyberattacks to government agencies and nongovernmental partners, coordinate information sharing among these entities, assess risks to critical infrastructure information networks, enable cross-sector coordination and sharing of best practices and security measures, and support certain cybersecurity assessments, audits, and accountability programs. Current law also requires Cal-CSIC to develop a statewide cybersecurity strategy to improve how cyber threats are identified, understood, and shared in order to reduce threats to California government, businesses, and consumers, and to strengthen cyber emergency preparedness and response and expand cybersecurity awareness and public education. This bill would require CalOES to develop, propose, and adopt optional reporting guidelines applicable to companies and cooperatives in the food and agriculture industry and entities in the water and wastewater systems industry if they identify a significant and verified cyber threat or active cyberattack	Watch	B. Watch	
SB 1059	Becker D	Privacy: data brokers.	4/21/2022- Read second time and amended. Re-referre d to Com. on APPR.	4/20/2022-S . APPR.	Current law requires data brokers to register with, and provide certain information to, the Attorney General. Current law defines a data broker as a business that knowingly collects and sells to third parties the personal information of a consumer with whom the business does not have a direct relationship, subject to specified exceptions. Current law subjects data brokers that fail to register to injunction and liability for civil penalties, fees, and costs in an action brought by the Attorney General, with any recovery to be deposited in the Consumer Privacy Fund, as	Watch	B. Watch	5

					specified. Current law imposes a \$100 civil penalty for each day a data broker fails to register. This bill would include in the definition of data broker a business that knowingly collects and shares, as defined, certain personal information to third parties. The bill would transfer all authority and responsibilities under the provisions relating to data broker registration from the Attorney General to the CCPA, including by requiring data brokers to annually register with the CPPA on or before January 31. However, the bill would authorize the Attorney General to also bring an action against a data broker that fails to register.		
SB 1078	Allen D	Sea Level Rise Revolving Loan Pilot Program.	4/4/2022- April 4 hearing: Placed on APPR suspense file.	4/4/2022-S. APPR. SUSPENSE FILE	Current law requires the Ocean Protection Council to, among other things, establish policies to coordinate the collection, evaluation, and sharing of scientific data related to coastal and ocean resources among agencies. Current law establishes the State Coastal Conservancy with prescribed powers and responsibilities for implementing and administering various programs intended to preserve, protect, and restore the state's coastal areas. This bill would require the council, in consultation with the conservancy, to develop the Sea Level Rise Revolving Loan Pilot Program for purposes of providing low-interest loans to local jurisdictions for the purchase of coastal properties in their jurisdictions identified as vulnerable coastal property located in specified communities, including low-income communities, as provided. The bill would require the council, before January 1, 2024, in consultation with other state planning and coastal management agencies, as provided, to adopt guidelines and eligibility criteria for the program. The bill would authorize specified local jurisdictions to apply for, and be awarded, a low-interest loan under the program from the conservancy, in consultation with the council, if the local jurisdiction develops and submits to the conservancy a vulnerable coastal property plan and	B. Watch	

					completes all other requirements			
					imposed by the council.			
SB 1197	Caballero D	Water Innovation and Drought Resiliency Act of 2022.	4/22/2022- Set for hearing May 2.	4/19/2022-S . APPR.	Current law declares that the protection of the public interest in the development of the water resources of the state is of vital concern to the people of the state and that the state shall determine in what way the water of the state, both surface and underground, should be developed for the greatest public benefit. Current law creates the Office of Planning and Research to serve the Governor as staff for long-range planning and research and as a comprehensive state planning agency. This bill, the Water Innovation and Drought Resiliency Act of 2022, would create the Initiative to Advance Water Innovation and Drought Resiliency at the office for the furtherance of new technologies and other innovative approaches in the water sector. The bill would require the office, as part of the initiative, to take specified measures on or before December 31, 2024, to advance innovation in the water sector and ensure a drought-resilient economy.	Watch	B. Watch	
SB 1219	Hurtado D	21st century water laws and agencies: committee.	4/14/2022- Set for hearing April 27.	4/5/2022-S. E.Q.	Would require the Secretary of the Natural Resources Agency and the Secretary for Environmental Protection to convene a committee to develop and submit, on or before December 31, 2024, to the Governor and to the Legislature a strategic vision, proposed statutes, and recommendations for a modern 21st century set of water laws and regulations and state and local water agencies for the state, as provided. The committee would consist of 5 specified heads of state agencies, 2 members appointed by the Senate Committee on Rules, and 2 members appointed by the Speaker of the Assembly. The bill would require the Governor or the committee to appoint a "blue ribbon" citizen commission or taskforce, a stakeholder advisory committee, and any other group that the Governor or the committee deems necessary or desirable to assist in carrying out these provisions. The bill would require all relevant state agencies, at the request of the committee, to make available staff and resources	Page	B. Watch	priority bill, but unlikely to move.

SB 1476	Bradford D	Water replenishment districts: contracts.	4/20/2022- Set for hearing May 4. From committee with author's amendmen	3/23/2022-S . GOV. & F.	to assist in the preparation of the strategic vision and proposed statutes. The Water Replenishment District Act provides for the formation of water replenishment districts with prescribed powers for the purposes of replenishing the groundwater supplies within the district. The act requires a district to advertise for bids before making any contract totaling	Watch	B. Watch	
			amended. Re-referre d to Com. on GOV. & F.		calling for bids by publication, as prescribed. The act requires contracts and other documents executed by a district that require or authorize the district to expend \$10,000 or more to be authorized by the board of directors and signed by the president and the secretary, except as specified. This bill would revise and recast the provisions establishing the competitive bidding and related public notice procedures for water replenishment districts, including, among other revisions, deleting the requirement that a district advertise for bids before making any contract totaling \$25,000 or more within any 12-month period, and instead requiring a district expenditure for the erection, construction, alteration, repair, or improvement of a public structure or building of \$25,000 or more be let by contract by formal bidding procedure.			

Total Measures: 37

Total Tracking Forms: 37

Topic	Bill Number Author	Status	Title – Summary	MWD Position	Effects on Metropolitan
Metropolitan- sponsored bills	SB 230 Portantino (D)	Amended 1/20/2022	State Water Resources Control Board: Constituents of Emerging Concern Program	CO-SPONSOR	Metropolitan and CMUA are cosponsoring legislation in response to growing public concern about CECs in
	Sponsors: Metropolitan and the California	Assembly Desk	Seeks to create a statewide program to identify and evaluate Constituents of Emerging Concern (CECs) in	Based on October 2019 Board Action	drinking water. The bill would establish a five-year CEC Drinking Water Program at the State Water Resources Control Board.
	Municipal Utilities Association		drinking water sources.		The program would set up a consistent and science-based approach for assessing the public health and drinking water consequences of CECs with the
	(NOW)				intent to improve knowledge and future regulatory determinations. The bill
					review and requires the State Water Board to present a final report to the Legislature.
					implementation of a CEC Drinking Water Program contingent upon an appropriation by the Legislature.
Metropolitan- sponsored bills	AB 1845 Calderon (D)	Amended 4/4/2022	Metropolitan Water District of Southern California: alternative project delivery methods	SPONSOR	Metropolitan is limited to the traditional Design-Bid-Build method for delivery of mublic works construction contracts which
	Sponsor:	Assembly Water Parks & Wildlife	Allows the Metropolitan Water		can be inefficient and inflexible for large, time-sensitive, and complex projects like
Page	Metropolitan	Committee Hearing:	District of Southern California to use alternative project delivery methods for the decimand construction of a		its Regional Recycled Water Program and emergency drought mitigation projects. The bill would amend the Dublic
130 of 1		4/26/2022	Regional Recycling Water Program		Contracting Code to permit Metropolitan to use Design-Build, Progressive Design-

Topic	Bill Number Author	Status	Title – Summary	MWD Position	Effects on Metropolitan
			and a limited set of drought-related projects.		Build, and Construction Manager/General Contractor. These methods have the potential to expedite construction of critical new water infrastructure projects and reduce their overall costs.
Delta/State Water Project	Sponsor: Author	Amended 3/23/2022 Senate Appropriations Committee	Water rights: measurement of diversion Clarifies existing law that a person diverting 10 acre-feet or more of water per year under a registration is subject to existing water diversion measurement, recording, and reporting requirements. Also, authorize the State Water Board to modify water diversion measurement requirements to allow open satellite data methods to estimate evapotranspiration if the board makes certain findings regarding use of water for irrigation.	Based upon Board-adopted 2022 Legislative Priorities and Principles	Metropolitan supports metering and reporting of diversions to prevent unlawful diversion of State Water Project supplies in the Delta and other locations that may lead to additional regulatory burdens. Metropolitan is installing meters on its Delta Islands to comply with existing statutory requirements. While OpenET would be a useful tool for water management and could be used as an indicator of unlawful diversions in the Delta, it is a new methodology for California. The bill requires the State Water Board to conduct a five-year study to determine the adequacy of evapotranspiration methods as a substitute for conventional metering methods to comply with State Water Board reporting requirements.
overnance 131 of	AB 2449 B. Rubio (D)	Introduced 2/17/2022	Open meetings: local agencies: teleconferences	SUPPORT Based upon	Metropolitan currently hosts teleconferencing public meetings in accordance with Executive Order, N-29-20. AB 2449 allows the option to hold
155			2		

Topic	Bill Number Author	Status	Title – Summary	MWD Position	Effects on Metropolitan
	Sponsor:	Assembly Local	Amends the Ralph M. Brown Act to	Board Action	teleconferenced meetings into the future
		Government	allow a local agency to voluntarily	on 3/9/2021 on	after the COVID-19 public health
	Three Valleys	Committee	use teleconferencing for public	AB 703 (B.	emergency is over and the Executive
	Municipal Water		meetings during non-emergencies.	Rubio)	Order is lifted as long as a quorum of the
	District		Requires a quorum of the members	`	Board's directors participate in person,
			meet in person at a noticed location		give notice and post agendas as
			that is open to the public and within		prescribed, ensure that directors attending
			the agency's jurisdiction. The bill		meeting by teleconference participate
			prescribes requirements for this		through both audio and visual technology,
			exception related to notice, agendas,		and allow
			means and manner of access, and		the public to address the Board in person
			procedures for disruptions. Requires		or by teleconference. Waives the
			procedures for receiving and swiftly		requirement to post an agenda at each
			resolving requests for reasonable		teleconferenced location and assure public
			accommodation for individuals with		access to those locations. If there is a
			disabilities, consistent with federal		disruption to the call-in or streaming
			law.		options, then no action can be taken by
			Requires a quorum of the legislative		the board.
			body present at the location noticed		
			on the agenda, an audio and video		
			live-feed of the remote member of		
			the legislative body during the		
			meeting.		
Regulatory	AB 2313	Amended	Water: judges and adjudications	SUPPORT	Metropolitan's interests in enforcement of
Reform	Bloom (D)	3/30/2022			water quality law and water rights would
Pa			Would require the Judicial Council	Based upon	be better served by judges, court staff, and
age	Sponsor:	Assembly Water,	on or before January 1, 2025 to	Board-adopted	special masters who have received
e 13		Parks & Wildlife	establish a program that provides	2022 Legislative	training in the legal, scientific and
32 of	Author	Committee	training and education to judges in specified actions relating to water)	technical issues involving water quality, water rights and water transfers.
155			3		

Topic	Bill Number	Status	Title - Summary	MWD Position	Effects on Metropolitan
		Hearing: 4/26/2022	quality, groundwater, water transfers and water rights. Requires the Judicial Council to identify independent and nonpartisan experts in water issues who will be available to any judge adjudicating a water dispute and authorizes judges to appoint special masters in water cases to investigate technical and legal issues among other duties.	Priorities and Principles	
Water Bond Infrastructure Funding And 133 of 15	SB 559 Hurtado (D) Sponsors: Friant Water Authority, San Luis & Delta Mendota Water Authority, and State Water Contractors	Amended 8/30/2021 Senate Inactive File Two-year bill	Department of Water Resources: water conveyance systems: Canal Conveyance Capacity Restoration Fund Establishes the Canal Conveyance Capacity Restoration Fund that would upon appropriation provide up to \$785 million in funding for the Department of Water Resources (DWR) to help pay for subsidence repairs to the State Water Project and Central Valley Project water conveyance systems and for necessary road and bridge upgrades.	WATCH Based upon Board adopted 2021 State Legislative Priorities and Principles	Portions of the California Aqueduct, the Friant Kern Canal and the Delta Mendota Canal have lost capacity due to subsidence. The Fund would upon appropriation provide funding to DWR to support a 10-year program to restore the capacity of the canals and ensure a more secure water supply. Funds could be used to cover one-third of the cost to restore the capacity of the canals. A federal companion bill is envisioned that would provide one-third the cost and local partners would contribute the remaining one-third of the cost. The creation of the Fund is contingent upon all the following: an appropriation of funds; an agreement is executed to provide for local cost share; and the provision of adequate cost share as determined by the DWR Director. The
55			4		

Topic	Bill Number	Status	Title – Summary	MWD Position	Effects on Metropolitan
					August 8 Assembly Amendments are problematic causing the State Water Contractors and Metropolitan to withdraw support for the bill.
Water Conservation	AB 2142 Gabriel (D)	Amended 4/6/2022	Income taxes: exclusion: turf replacement water conservation	SUPPORT	Metropolitan previously supported the Making Conservation a Way of Life
	Sponsor:	Assembly	program.	Based upon Board adopted 2022	legislation and is working hard to promote indoor and outdoor conservation.
	Association of	Kevenue and Taxation	Would provide an exclusion from gross income for any amount	Legislative Priorities and	California law previously exempted turf
	California Water Agencies	Committee	received as a rebate, voucher or other financial incentive issued by a local	Principles	rebates from taxable income, but those provisions were allowed to sunset in
			water agency or supplier for participation in a turf replacement		December 2019. This bill would reinstate an important tax exemption for turf
			water conservation program during the taxable years of January 1, 2022		replacement rebates from gross income in California, aligning it with certain other
			through January 1, 2027.		permanently exempt efficiency rebates.
Water	AB 1195	Amended	Drinking water.	OPPOSE	Seeks to address the needs of public
Governance and	C. Garcia (D)	5/24/2021	Domines the State Water Decourage	UNLESS	water systems in Southern Los
runding	Sponsor:	Senate Natural	Control Board (State Water Board)	AMENDED	Angeles County struggling to provide safe and affordable retail water. The
	,	Resources and	to appoint a commissioner to	Based upon May	May 24, 2021 amendments limit the
	Author	Water Committee	implement the Safe and Affordable Find for Fanity and Resilience	2021 Board	role of the commissioner to focus on
Р		Two-year bill	Program (SAFER Program) in	Action	implementation of the SAFER
'age		S	Southern Los Angeles County.		Program and create a pilot program
134					with Los Angeles County LATCO to extend service or consolidate
l of					struggling systems. Metropolitan is
1					2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2

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Topic	Bill Number Author	Status	Title – Summary	MWD Position	Effects on Metropolitan
					seeking additional amendments to further clarify the role of the commissioner; strike a provision that grants the commissioner the authority to audit public water systems and bypass the public process created by the Legislature; and strike a section that would grant the State Water Board jurisdiction over decisions to transfer or abandon groundwater rights.
Water Quality	AB 1817 Ting (D) Sponsors: Breast Cancer Prevention Partners, Natural Resources Defense Council, and Clean Water Action	Amended 03/24/2022 Assembly Third Reading	Product safety: textile articles: perfluoroalkyl and polyfluoroalkyl (PFAS). Prohibits as of January 1, 2024, any person from distributing, selling, or offering for sale in California any textile articles that contain "regulated PFAS" as defined, and requires the manufacturer to use the least toxic alternative to regulated PFAS.	SUPPORT AND AMEND Based upon Board adopted 2022 Legislative Priorities and Principles	Metropolitan supports the removal or reduction of PFAS in manufactured products in order to protect source water quality. Metropolitan is seeking amendments to clarify that the bill applies to manufacturers and not state and local agencies and to change the term "regulated PFAS" to "detected PFAS" in consumer products and not drinking water.
Ayater Quality Age 135 of 15	AB 2247 Bloom (D) Sponsors:	Amended 03/21/2022 Assembly Environmental	Perfluoroalkyl and polyfluoroalkyl substances (PFAS) and PFAS products and product components: publicly accessible reporting platform.	SUPPORT AND AMENDED Based upon Board adopted 2022	Metropolitan supports the removal or reduction of PFAS in manufactured products to protect source water quality. Metropolitan is seeking an

Topic	Bill Number Author	Status	Title – Summary	MWD Position	Effects on Metropolitan
	Environmental Working Group, Clean Water Action, and California Association of Sanitation Agencies	Safety and Toxic Materials Committee	Requires the Department of Toxics and Substances Control to develop a publicly accessible reporting platform to collect information about PFAS and products containing PFAS by January 1, 2024. By March 1, 2024, manufactures will be required to register the PFAS or product on the reporting platform.	Legislative Priorities and Principles	amendment to change "regulated PFAS" to "detected PFAS" and to clarify the bill applies to consumer products and not drinking water.
Water quality	AB 2771 Friedman (D) Sponsor:	Amended 3/30/2022 Assembly Health Committee	Cosmetic products: safety Prohibits a person or entity from manufacturing, selling, delivering, holding, or offering for sale in commerce any cosmetic product that contains PFAS.	SUPPORT Based upon Board adopted 2022 Legislative Priorities and Principles	Metropolitan supports the removal or reduction of PFAS in manufactured products to protect source water quality.



INFORMATION ITEM

May 2, 2022

TO: Planning & Operations Committee

(Directors Tamaribuchi, Nederhood, McVicker)

FROM: Robert Hunter, General Manager

Staff Contact: Damon Micalizzi

SUBJECT: 2022 OC Water Summit Update

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

The committee recommends (To be determined at Committee Meeting)

DETAILED REPORT

Planning is underway for the 2022 OC Water Summit. The event 'Californa Dreamin' – Western Water Projects and How to Build Them, will be held at Disney's Grand Californian Hotel on Friday, September 16, 2022.

Long time NBC Weatherman Fritz Coleman is back serving as Emcee and will moderate a panel discussing Climate Change and Drought. The program will also include sessions on the Delta, infrastructure projects vital to achieving sustainability in California, how to move them forward, and a deep dive into the Water Infrastructure Funding Act.

The next meeting of the OC Water Summit Planning Committee will be held on Monday, May 23th.

ENGINEERING & PLANNING

East Orange County Feeder No. 2 (EOCF#2) Emergency Pilot Program

Staff and Means Consulting are working with Metropolitan (MET) on defining and phasing a scope of work for emergency pump-in of local water supplies into EOCF #2 under MET Admin Code 4519: Emergency Deliveries of Member Agency Water Supplies in Metropolitan's System. The program is intended to enhance water supply reliability in the event of a prolonged emergency. This is a multi-year effort. The intended outcome of this effort is the establishment of an emergency pump-in program for EOCF#2 as provided by MET Admin Code 4519 as well as a set of guidelines for MET member agencies to use to establish their own emergency pump-in programs. Hazen & Sawyer is also providing technical assistance for this effort.

Staff have also been working with MET staff on a potential cost share for the project.

Staff met with the Orange County EOCF #2 Joint Power Agreement members and capacity right holders to discuss the pilot project on March 31, 2022. Background information and key points/questions were presented to the group. A follow up meeting will be scheduled in June once JPA members have had a chance to review the information, to discuss clarifications of key points and to determine how best to move forward with the Pilot Project.

Economic Benefit
Studies and
Modeling Work
to Quantify the
Benefits of Local
Projects in the
Context of
MET's 2020
Integrated
Resources Plan
(IRP)

MWDOC staff is finishing up work with the Brattle Group on the Economic Benefits Studies. The studies will be useful in helping MWDOC and our agencies better understand the reliability benefits provided by potential supply investments at both the MET level and at the Orange County level by quantifying economic benefits for Orange County. The studies look at two main sectors of the OC economy: Residential and Business sectors. The benefits are quantified by looking at the 'avoided costs' of water shortages to both of these sectors of the OC economy.

Wallace Walrod, economist for Orange County Business Council and subconsultant for the Brattle Group, is leading the business portion of the economic benefit studies including a survey of the business community, to quantify how OC businesses would be impacted by water shortages of varying severity (i.e. 15% and 30% shortages for one year). Those losses are then multiplied by the probability of such a situation occurring to determine the economic impact to OC. Dr. Walrod and Dr. Boarnet have completed their preliminary report.

The residential impact analysis portion of the study is conducted by David Sunding and Dr. Oliver Browne of the Brattle Group, using available literature information from the 2020 Urban Water Management Plans.

The residential portion of the study includes analysis of residential consumer's willingness-to-pay (WTP) to avoid either 15% or 30% water use reductions for a period of one year in each of the three OC study areas (Brea/La Habra, OC Basin, and South OC). Their work determines total annual consumer 'welfare' losses (the difference between what consumers are willing to pay minus the cost

of each additional unit of water supply) for each service area; as well as per person willingness-to-pay to avoid those losses. These per capita losses can then be used to determine per household WTP on both a monthly and annual basis to provide context and guidance for funding of local project investment decisions. Dr. Sunding and Dr. Browne have completed their preliminary report.

Dr. Walrod and Dr. Browne will be presenting the preliminary findings to the MWDOC Member Agencies Managers Meeting in May 2022 followed by a presentation to the P&O Committee in June.

Reliability Study Update

Staff are working with CDM Smith on an update to the reliability study. The update will look at a total of 6 scenarios that include recent information including; demand forecasts from the 2020 Urban Water Management Plans, information from MET's 2020 IRP process, increased uncertainty with the Delta Conveyance Project, improved climate change impact information, and updated project cost information where available.

A presentation on the scope and status of the Reliability Study update will be given at the May 2022 MWDOC Member Agencies Managers meeting. A 2nd presentation will be given at the June P&O Committee meeting.

Doheny Ocean Desalination Project

South Coast Water District (SCWD) continues to develop the Doheny Ocean Desalination Project. SCWD is currently working through multiple due diligence items to move the project forward including; permitting, plant sizing and siting, financing, and project delivery method. SCWD anticipates having all necessary permits by end of Summer 2022 and estimates an on-line date of 2026, if approved by the SCWD Board.

SCWD held a Special Board Meeting on September 2, 2021 to discuss the financial implications of the project. Clean Energy Capital (CEC) presented a water cost analysis for the project where CEC presented cost projections for a 2 MGD project with an estimated 1st year water cost of \$1,928/AF in 2021\$, and a 5 MGD project with an estimated 1st year water cost of \$1,479/AF in 2021\$ (later updated to \$1,807/AF in 2027\$ vs \$1,545/AF MET Rate in 2027\$).

On March 9, 2022 the San Diego Regional Water Quality Control Board approved the Tentative Orders related to the NPDES permits for discharge associated with operation of the Doheny Desalination Project. This is an important step forward toward realization of this project.

The third party hydrogeology study of the San Juan Basin has been extended and is including work on how to optimize the north and south portions of the basin.

On April 14, 2022, Dudek presented information to the SCWD Board on a conceptual study of Ocean Water Augmentation for the Doheny Desalination Project. The study considered utilizing Direct Potable Reuse (DPR) source water by two alternative methods from the JB Latham Wastewater Treatment Plant to augment raw ocean water supplies to the proposed Doheny

	Desalination Project. The proposed conceptual raw water augmentation could become a future phase of the ocean desalination project, and was identified by the name: Doheny Ocean Pure Water Augmentation (DOPWA). This concept was based on the proposition that the challenges of ocean desalination and DPR could be offset by each other's advantages. The conceptual project proposes 5 MGD of product water from each source (recycled and ocean source water) to produce a combined total of 10 MGD of potable water. The report indicated that the gross cost of water in 2021 dollars for the DOPWA concept is similar in price to the cost of desalinated water from the Doheny Desalination Project as shown below. Gross Water Cost
	 (without MET LRP incentive) 5 MGD Doheny Ocean Desalination Project \$2,081/AF DOPWA Raw Water Augmentation \$2,227/AF DOPWA Treated Water Augmentation \$1,954/AF
	Further study is also needed to determine the impacts on ocean desalination brine mixing in the San Juan Creek Ocean Outfall from reduced wastewater discharges.
Poseidon Resources Huntington Beach Ocean	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 next step for Poseidon is to seek a Coastal Development Permit (CDP) from
Desalination Project	the California Coastal Commission (CCC). The CCC hearing will be held on Thursday, May 12, 2022 at 9:00am.
Shutdowns	Diemer Water Treatment Plant
	MET is planning to repair a chlorine diffuser pipe at the Diemer WTP which will require a seven-day full-plant shutdown. A meeting was held on February 3, 2022 to inform MET of the agencies' local supply conditions for this calendar year. MET reported that the diffuser pipe was not an imminent failure issue. Shutdown dates for repair of the Diemer chlorine diffuser pipe are being reevaluated by MET staff at this time.
	Orange County Feeder
	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.
	MET has delayed the relining project and has proposed new shutdown dates of September 18, 2022 through June 16, 2023.
	Orange County Feeder Extension
	MET is planning to reline 300-linear feet of the OC Feeder extension affecting the City of Newport Beach, IRWD and LBCWD. MWDOC and the City have

held meetings with MET staff and MET's traffic consultant to review details of the Traffic Control Plan.

MET has delayed the relining project by one year and has proposed new shutdown dates of June 18, 2023 through July 14, 2023.

Orange County Reservoir (OC Feeder)

The decommissioning of the Orange County Reservoir has been rescheduled to March 20, 2022 through March 25, 2022. This work will affect the cities of Brea and La Habra.

Lake Mathews Facility Shutdown

MET has cancelled the shutdown of the Lake Mathews Facility, previously scheduled to begin on March 14, 2022 due to low State Water Project supplies. This shutdown will be rescheduled for the 2022-2023 shutdown season. The following agencies will be affected during the shutdown: OCWD, YLWD, Serrano WD, IRWD, TCWD, ETWD, SMWD, MNWD, and the City of San Clemente.

Allen-McColloch Pipeline

MET has completed 50% of the preliminary design of the AMP Prestressed Concrete Cylinder Pipe (PCCP) rehabilitation and is expected to complete 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.

MET plans to inspect additional PCCP sections of the AMP in FY 2023-24.

MWDOC staff continue to lead working group meetings with the impacted AMP agencies to discuss options to reduce the number of shutdowns needed for the AMP PCCP rehabilitation project while also helping to increase reliability toward future MET shutdowns. Two potential sites have been identified for construction of a possible pump station to enhance the ability to accommodate longer shutdown durations for the rehabilitation project and provide continuing future long term reliability benefits for future MET shutdowns.

MWDOC has formally proposed to MET staff a conceptual cost share savings incentive approach following well established public works contractor cost share incentive programs that would allow for a sharing of realized cost savings. Staff looks forward to MET's response.

Meetings

Charles Busslinger, Vicki Osborn, and Chris Lingad attended a meeting with CalOES on March 30, 2022 to discuss the Benefit Cost Analysis for the WEROC Primary EOC Hazard Mitigation Grant application.
Charles Busslinger, Joe Berg and Chris Lingad attended several meetings with SMWD and consultants Water Systems Consulting and M. Cubed in March and April to discuss a scope of work to look at the economic impacts to both the State as a whole and to Orange County of proposed long-term conservation legislation and upcoming rulemaking. (See write-up in this packet)
Charles Busslinger and Chris Lingad attended a meeting with ETWD and MET on April 13, 2022 to discuss the comparative risks associated with postponing a Diemer shutdown for repair of a chlorine diffuser pipe compared to postponing the ETWD R-6 Reservoir Rehabilitation; which includes replacement of the lining and cover which have both reached the end of their useful life. The R-6 Reservoir will be out of service from October 2022 to July 2023. ETWD and other agencies who depend on the R-6 Reservoir will not be able to withstand a Diemer shutdown while the reservoir is out of service. Upon review by all parties, there was consensus that MET should re-schedule the Diemer shutdown following the completion of the R-6 reservoir rehab work.
The MWDOC Engineering and Metropolitan and Water Issues departments held a meeting with CDM Smith on April 15, 2022 to discuss the initial results of the reliability study update.

General Manager Report WEROC Status Report

April 2022

COVID-19 (CORONA VIRUS) COORDINATION

As of 4/26, the seven-day average COVID-19 case rate in Orange County was 3.6 per 100,000 people, the positivity rate was 1.9 percent and hospitalizations were at 66, with ICU admissions at 13. Unvaccinated individuals consist of 86% of the hospitalization and ICU cases.

On April 21, 2022, the California Occupational Safety & Health Standards (Cal/OSHA) Board voted to readopt its COVID-19 prevention emergency temporary standards (ETS) incorporating changes Cal/OSHA posted in preparation of its business meeting on April 21, 2022. If approved by the Office of Administrative Law (which is expected), the revised ETS will become effective upon filing by the Office of Administrative Law with the Secretary of State. This is the third readoption of the ETS, which was authorized by Gov. Gavin Newsom's Executive Order and will be in place until December 31, 2022.

The <u>third revised ETS</u> (which will make changes to California Labor Code Sections 3205 through 3205.4) will further require and clarify that guidance from the California Department of Public Health (CDPH) is controlling. In addition, these revisions mean that many of the benefits like testing and requesting a respirator apply regardless of vaccination status under certain circumstances.

The notable changes in the third revised ETS are provided below.

- Definitions: The third revised ETS has made several changes to certain definitions including:
 - Close contact: The third revised ETS redefine "close contact" as "being within six feet of a COVID-19 case for a cumulative total of 15 minutes in any 24-hour period within or overlapping with the infectious period [see new definition below] regardless of the use of face coverings, unless the close contact is defined by regulation or order of the CDPH. If so, the CDPH definition shall apply."
 - COVID-19 hazard: The third revised ETS remove references to objects or surfaces that may be contaminated.
 - covidence covide

- verification of the results can be provided (e.g., a time-stamped photograph of the results)."
- Face covering: The third revised ETS no longer require the fabric to pass the light test to qualify as a face covering.
- Infectious period: The third revised ETS added the term "infectious period," which has the same meaning as "high risk exposure," except that if the CDPH provides a different definition, the definition provided by the CDPH will control. References to "high risk exposure" are replaced with "infectious period."
- Returned case: The third revised ETS define "returned case" as "a COVID-19 case who returned to work [after meeting the return to work criteria] and did not develop any COVID-19 symptoms after returning. A person shall only be considered a returned case for 90 days after the initial onset of COVID-19 symptoms or, if the person never developed symptoms, for 90 days after the first positive test. If a period of other than 90 days is required by a CDPH regulation or order, that period shall apply."
- The definition of "fully vaccinated" is removed.
- COVID-19 testing: As with the prior ETS, employers are required to make COVID-19 testing available at no cost and during paid time to all employees who had close contact, but employers are not required to make COVID-19 testing available to returned cases.
- Training and instruction: Employers are required to provide training on the
 employer's policies for providing respirators to all employees regardless of
 vaccination status. Relatedly, employers must provide training on the conditions
 when face coverings must be worn in the workplace, with no obligation to provide
 training on the use of face masks outdoors.
- Face coverings: Employers are no longer required to independently provide face coverings or ensure they are worn by unvaccinated employees, but employers must continue to follow face covering orders issued by the CDPH. In addition, employees that are exempt from wearing a face covering and cannot tolerate a nonrestrictive alternative or cannot wear a face covering under another exception are no longer be required to socially distance or be vaccinated, but the employee must still be tested weekly at the expense of the employer during the employee's paid time.
- Other engineering controls, administrative controls and personal protective equipment (PPE): The third revised ETS made several changes to controls and PPE including:
 - Cleaning and disinfection: Cleaning and disinfecting procedures are no longer required meaning employers do not need to continue implementing

- procedures to identify and regularly clean frequently touched surfaces or other objects.
- Respirators: Upon request, employers will now be required to provide respirators for voluntary use to all employees regardless of vaccination status.
- COVID-19 testing: Employers are required to make COVID-19 testing available to all symptomatic employees regardless of vaccination status at no cost to the employee during the employee's paid time.
- Exclusion of COVID-19 cases: Instead of providing independent criteria for
 exclusion, the third revised ETS explain that employers must review the current
 CDPH guidance related to quarantining of persons with a close contact and
 implement procedures to prevent transmission of COVID-19 by close contacts. It
 is worth noting that employers are still required to provide exclusion leave benefits
 to employees during time that they are not permitted to be in the workplace.
- **Return to work criteria:** The third revised ETS provide updated return to work criteria which will apply to COVID-19 cases and employees excluded under multiple COVID infections and outbreaks (section 3205.1) and major outbreaks (section 3205.2). The criteria are similar but include some notable revisions.
 - No symptoms or improvement: An employee, regardless of vaccination status or previous infection, that develops no symptoms or symptoms are improving, may return to work when: (1) at least five days have passed from the date when COVID-19 symptoms began or the date of the first positive test if there are no symptoms; (2) at least 24 hours have passed since a fever of at least 100.4 degrees Fahrenheit broke without a fever reducing medication; and (3) the employee tested negative on day five or later, or if the employer chooses not to require a test, 10 days have passed since the symptoms began or the employee tested positive.
 - Symptoms with no improvement: An employee, regardless of vaccination status or previous infection, whose symptoms are not resolving, may return to work when: (1) at least 24 hours have passed since a fever of at least 100.4 degrees Fahrenheit broke without a fever reducing medication; and (2) symptoms are resolving, or 10 days have passed since symptoms started.

These requirements will apply regardless of whether the employee was previously excluded, or other precautions were taken to limit the employee's close contact or membership in an exposed group.

 Multiple COVID-19 infections and COVID-19 outbreaks (section 3205.1): The third revised ETS changes include:

- COVID-19 testing for return to work employees: Employers are not required to provide COVID-19 testing to returned cases that did not develop symptoms after meeting the return to work criteria.
- COVID-19 testing for exposed employees: Employers must now make testing available to all employees in the exposed group regardless of vaccination status. In addition, employees with a close contact must test negative within three to five days of the close contact, or they must be excluded and follow the return-to-work criteria.
- Respirators: Employers must now give notice to all employees in the exposed group, regardless of vaccination status, of their right to request a respirator.
- Use of solid partitions and social distancing: Employers are no longer required to utilize cleanable solid partitions when social distancing is not possible. Instead, employers must evaluate whether to require social distancing or maintaining as much distance as feasible if a full six feet is impossible.
- Major COVID-19 Outbreaks (section 3205.2): The third revised ETS changes include:
 - COVID-19 testing and return to work criteria: Employers must comply with the requirements for multiple COVID-19 outbreaks except that testing will be required for all employees in the exposed group, and employees in the exposed group will be required to follow the return to work criteria starting the date the outbreak begins.
 - Use of solid partitions: Employers are no longer required to utilize cleanable solid partitions around the workstations of employees in the exposed group.
- There is no update as to the status of the State of Emergency Proclamation at this time.

APRIL INCIDENTS/EVENTS (NON-COVID)

Nothing Significant to Report

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

- On 4/1, Vicki attended Waco and Provided a WEROC update
- On 4/5, Vicki attended the ISDOC Executive Meeting and provided and Operational Area Update.
- On 4/7, Vicki and Janine attended the OCEMO meeting, which had it regular subcommittee report outs. Additionally, there was a presentation from OCTA on their services and response during a disaster.
- On 4/7, Vicki attended the OCEMO Exercise Design Meeting. The group did an after action meeting on the March Public Information Seminar and a presentation was made on the Homeland Security Exercise and Evacuation program (HSEEP).
- On 4/7, Vicki attended the Elected Officials Forum and presented on WEROC and the EOC project to date.
- On 4/12, Vicki attended the San Diego Gas and Electric annual briefing on their emergency plans and resources available to their partner agencies.
- On 4/12, Vicki attended the OCEMO Training Subcommittee. The meeting focused on the training need throughout the Operational Area and how we can better support each other's needs.
- On 4/14, Vicki attended the ACWA Emergency Response Session and presented on the CalWARN Mutual Aid system on conjunction with the other CalWARN Board Members.
- On 4/15, Vicki attended the planning meeting with the Orange County Intelligence
 Assessment Center (OCIAC) for a Cyber Security Tabletop Exercise. WEROC will
 be participating with the OCIAC during this process in preparation for a Tabletop
 Exercise (TTX) to be held with the WEROC member agencies in the fall of 2022.
 After receiving the scenario and injects, Vicki along with the County Emergency
 Manager discussed with the OCIAC the scenario being presented. WEROC sent an
 email to the member agencies and briefed on this item at the MWDOC managers
 meeting after learning more about the intent. Daniel will be the point of contact for
 this event.
- On 4/18 Vicki attended a CESA Legislative meeting regarding AB 2238
- On 4/19, Vicki attended the UASI Threat and Hazard Risk Assessment (THIRA)
 meeting. This is a joint planning effort which is reported to the state and federal
 government as part of our readiness and capabilities here within Orange County.
 This process is tied to grant funding via Homeland Security

- On 4/19, Vicki attended the CalWarn Board Meeting. The meeting focused on discussion regarding the organization and changes including discussion based on input received at the ACWA conference presentation.
- On 4/20, Vicki attended the California Emergency Services Association (CESA)
 Southern Chapter Spring Workshop which has a presentation on virtual platforms and
 their use during emergency operations center activations, and the 2022 award
 recipients for the Southern Chapter.
- On 4/20, Janine attended the Operational Area planning meeting focused on the Disease Outbreak Response Annex revision. Lessons learned from the COVID-19 response will be incorporated into the revision process.
- On 4/21, Vicki attended the MWDOC Managers meeting and provided information regarding the upcoming cyber TTX with the OCIAC.
- On 4/27, Daniel attended the final planning meeting for the cyber TTX.
- On 4/27, Vicki attended the MET Hazard Mitigation Plan Kickoff meeting
- On 4/27, Vicki attended the Operational Area Technology Subcommittee meeting discussing changes to AlertOC and WebEOC.
- On 4/28, Vicki attended Southern Region Mutual Aid Regional Advisory Committee (MARAC) meeting. The agenda included: MARAC Board Elections; Emergency Operations Plan Legislation & Review; 2022 State Emergency Plan draft review; Superbowl 2022 – Joint Information Center presentation; Orange County/San Diego County Oil Spill Response presentation; Power Company Mutual Assistance; NextGen 911 Alert & Warning; MARAC Subcommittee Report Outs (SEMS Refresh) and Roundtable of Elected Positions and Operational Area Emergency.

PLANNING AND PROGRAM EFFORTS

Cyber Security

- Daniel continues to send out important information to the Cyber Security Distribution Group as received from DHS or the OCIAC. There has been a lot of cyber activity and notifications received over the course of the past month. There has not been any events reported by any agencies.
- Daniel has completed the draft update of the MWDOC Cyber Plan and has shared this with Vicki. MWDOC Finance and IT will also be reviewing this procedural document.
- On 4/28 Vicki attended the meeting with Tevora, the cyber contracted services performing a review of the IT services at MWDOC. Finance and IT personnel were a

- part of this meeting looking at the current infrastructure and services within the IT systems.
- Daniel is working on the draft regional coordination cyber response plan for use between all our member agency stakeholders.

WEROC Emergency Operations Center Project/Funding

- WEROC Emergency Operations Center Funding continues to be pursued by WEROC Staff. This includes the submission of the project for Federal grants and appropriation opportunities.
- Both Government Affairs and WEROC have jointly been seeking funding from other sources including
 - Federal FY 2023 Homeland Security Appropriations Bill
 - State Hazard Mitigation Grant Program
 - State Department of Water Resources
 - County American Recovery Act Funding
- Phase 1 Design Continues and the 30% design report has been received. See 3/28/22 P&O Committee Item #5 for Staff Report and PPT presentation.
- Both Engineering and WEROC were working on the Hazard Mitigation Grant Application which was due to the State on April 8th. However, after meeting with CalOES and finalizing the scope of work, this project does not meet the category within the Hazard Mitigation realm due to new construction.
- On 4/14, Vicki and Heather from Government Affairs met with Senator Feinstein and Padilla's Office as a refresher to WEROC Project. Change in FY 23 appropriations requests is there must be a letter of eligibility from CalOES (State) for the project to move forward. office
 - At one point of the meeting with Senator's Feinstein's office, they alluded to the State being unsure if the WEROC EOC would be eligible. Vicki followed up with the state CALOES Office, Director of Emergency Services Mark Ghilarducci and Deputy Director Ed Westfall and Policy Advisor Sarah Poss. The indicated they have not made a final decision. Vicki sent them additional information on the WEROC EOC and eligibility criteria including the 1999 SEMS Guidance for Special Districts created by CalOES which has within it the best practices of having a water coordination center which is what an EOC is. As of the time of this report, we are still waiting to hear additional information.

Operational Area and Member Agency Plan Review

Vicki has reviewed and provided written changes or feedback to the following:

- City of Anaheim Hazard Mitigation Plan
- Orange County Sanitation District Tsunami Annex and Response Plan
- Orange County Operational Area Power Outage Annex
- Orange County Operational Area Tsunami Annex

TRAINING AND EXERCISES

- On 4/12, Vicki conducted a ICS 100/700/SEMS Combined course at the MNWD campus. There was 123 people between the 2 classes who received this training.
- On 4/26, Daniel attended the California Southern Planning Area Interoperable Communications TTX held up at the County of Orange EMD offices.
- On 4/27, Vicki provided WEROC 101 and 800 MHz Training to the new staff at Huntington Beach.

**Look ahead. There is 91 people registered for the WEROC Logistics Workshop/TTX on May 10th. There will be 33 of the 36 WEROC member agencies stakeholders and emergency managers from the cities where special districts provide services to have an in depth conversation on logistics communication, coordination adnt his will serve as the launch point for regional fuel planning. Special Thank You to Moulton Niguel Water District who is providing the meeting space for this WEROC event.

Status of Water Use Efficiency Projects April 2022

Description	Lead	Status % Complete	Scheduled	Comments
	rager,		or Renewal Date	
SoCal Water\$mart Residential Indoor	MWDSC	Ongoing	Ongoing	In March 2022, 229 high efficiency clothes washers and 7 premium high efficiency toilets were installed in Orange County.
				To date, 125,058 high efficiency clothes washers and 60,825 high efficiency toilets have been installed through this program.
SoCal Water\$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In March 2022, 2 cooling tower conductivity controllers were installed in Orange County.
				To date, 111,490 commercial devices have been installed through this program.
Industrial Process/ Water Savings Incentive Program	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
(WSIP)				the amount of water customers save and allow customers to implement custom water-saving projects.
				Total water savings to date for the entire program is 1,291 AFY and 6,346 AF cumulatively.
Flow-Monitoring Device Rebate	MWDSC	Ongoing	Ongoing	In March 2022, 3 flow-monitoring devices were installed in Orange County.
100 100 100 100 100 100 100 100 100 100				To date, 15 flow-monitoring devices have been installed through this program.
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In March 2022, 125 residential and 8 commercial smart timers were installed in Orange County.
				To date, 32,761 smart timers have been installed through this program.

Description	Lead	Status	Scheduled	Comments
•	Agency	% Complete	Completion or Renewal Date	
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In March 2022, 100 rotating nozzles were installed in Orange County.
				To date, 572,037 rotating nozzles have been installed through this program.
Rain Barrel Rebate Program	MWDSC	Ongoing	Ongoing	In March 2022, 12 rain barrels were installed in Orange County.
				To date, 8,660 rain barrels have been installed through this program.
Turf Removal Program	MWDOC	Ongoing	Ongoing	In March 2022, 27 rebates were paid, representing \$372,253.93 in rebates paid this month in Orange County.
				To date, the Turf Removal Program has removed approximately 24 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In March 2022, 9 rebates were paid, representing \$19,364.80 in rebates paid this month in Orange County.
				To date, the Spray to Drip Program has converted approximately 1.6 million square feet of standard spray irrigation to drip irrigation.
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water.
				To date, 182 sites, irrigating a total of 1,672 acres of landscape, have been converted. The total potable water savings achieved by these projects is 3,687 AFY and 19,464 AF cumulatively.

Public & Governmental Affairs Activities Report March 29, 2022 – April 26, 2022

Member Agency Relations

Public Affairs Staff:

- Completed voting and chose Poster Contest Grand Prize winners for 2022
- Coordinated the artists, delivery, and pick up of "Stella's" with local artists, member agencies, Orange County Department of Education, and the Wyland Foundation
- Interviewed and filmed a teacher at Hope School for the City of Buena Park's participation in the Streams of Hope campaign
- Interviewed Mayor Delgleize and local artist Dave Reynolds for the City of Huntington Beach's participation in the Streams of Hope campaign
- Interviewed Laguna Beach County Water District staff for their participation in the Streams of Hope campaign
- Interviewed Laguna Woods Art Association members for El Toro
 Water District's participation in the Streams of Hope Campaign
- Speakers Bureau: Coordinated speakers for a Fountain Valley city council meeting to promote MWDOC and a local artist for the Streams of Hope campaign. Vice President McVicker attended and participated.
- Speakers Bureau: Coordinated a press conference and the reveal of three (3) Stella art pieces for the City of Huntington Beach.
 Director Seckel attended and participated.
- Coordinated an Earth Day beach clean-up in Huntington Beach with the Wyland Foundation and the Orange County Conservation Corps
- Prepared and delivered 35 Earth Day Kits to Serra Preschool in San Clemente
- Speakers Bureau: Coordinated and attended the Westminster
 Pocket Park Groundbreaking event and press conference with the
 Wyland Foundation, City of Westminster Council, staff, and local
 media, CBS2, and other project partners. President Schneider and
 Vice President McVicker also attended and participated.
- Staffed an booth at the City of Garden Grove's Re:Imagine Garden Grove Open Streets event
- Met with the Metropolitan Water District of Southern California and Irvine Ranch Water District staff regarding the Cool City Challenge program
- Coordinated meetings with Member Agencies to discuss Consumer Confidence Reports

Government Affairs Staff:

- Attended the MWDOC Elected Officials Forum
- For the LIHWAP, reached out to various member agencies to confirm if they are participating in the program, obtained updated contact info, and sent it to CSD
- Distributed the monthly Grants Tracking and Acquisition report to member agencies

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Community Relations	 Public Affairs Staff: Met multiple times with Streams of Hope (SoH) partners the Wyland Foundation, Orange County Conservation Corps, and Orange County's Adopt a Channel program to discuss SoH's progress and next steps
	Governmental Affairs Staff:
Education	Attended the OCBC Infrastructure Committee meeting Public Affairs Staff
Education	 Provided information to City of Garden Grove, City of Fountain Valley, and City of San Clemente regarding school program interest Coordinated with Orange County Department of Education's Inside the Outdoors to provide MWDOC Choice School Program based on request received through MWDOC.com
Media Relations	Public Affairs Staff
	 Prepared and distributed content for social media Prepared and submitted three articles to ACWA: https://www.acwa.com/news/fountain-valley-artist-katy-wright-ready-to-reveal-stella/ https://www.acwa.com/news/groundbreaking-water-wise-pocket-park-unveiled-in-westminster/ https://www.acwa.com/news/buena-park-school-is-hopeful-for-a-water-wise-future/ Prepared and distributed April's MWDOC eCurrents Newsletter Wrote an article for California Special District Association's CA Special Districts magazine on helping districts tell their story. Speakers Bureau: Participated on the Water Zone radio program with the City of Westminster's Mayor Ta and staff, and the President of the Wyland Foundation, to discuss drought and the Westminster Pocket Park project. Prepared and Published OC Register Insert and Digital Content
	<u>California Water OC</u>
Special Projects	 Public Affairs Staff: Responded to MWDOC department requests for website information and published website updates Participated in a Supervisors Academy training presented by The Centre for Organization Effectiveness Participated in several preliminary OC Water Summit Planning Meetings Met with the Centers of Excellence, BAYWORK, IEWORKS, Cuyamaca College, and San Diego County Water Authority to review survey questions for the statewide water and wastewater workforce needs assessment project initiated by MWDOC through the Water Energy Education Alliance (WEEA).
	Governmental Affairs Staff:

	 Staffed the WACO meeting featuring speaker Frank Ury, on cybersecurity for water providers
	Staffed the ISDOC Executive Committee meeting
	 Completed the CSUF Course – Financial Management for Non- Financial Managers
	Invited speakers for the May WACO program on drought/water
	supply/community outreach
	Completed the CSUF Course – Influencing Skills for Greater
	Results
	Staffed the WACO Planning Committee meeting
Legislative Affairs	Governmental Affairs Staff:
Legislative / titalis	Participated in the ACWA Region 10 State Legislative Committee
	pre-meeting
	Attended the ACWA State Legislative Committee meeting
	Attended the CSDA Legislative Committee meeting
	Along with Directors McVicker and Tamaribuchi, Charles
	Busslinger and Vicki Osborn, met with Supervisor Katrina Foley to
	discuss potential funding for the WEROC EOC
	Completed the quarterly state lobbying report to be filed with the
	Secretary of State
	Participated in the Southern California Water Coalition Legislative
	Task Force meeting
	 Met with Supervisor Do's staff to talk about potential funding for the WEROC EOC
	Along with Vicki Osborn, met with staff at Senator Feinstein's
	office to discuss the WEROC EOC Congressionally Directed
	Spending request
	Attended the CMUA Regulatory Committee meeting
	Along with Vicki Osborn, met with staff from Senator Alex Padilla's
	office to discuss the WEROC EOC Congressionally Directed
	Spending request
	Attended the CMUA Legislative Committee meeting
	Participated in the Metropolitan Member Agencies Legislative
	Update meeting
	Participated in the Cal-Desal Legislative Committee meeting