

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the

PLANNING & OPERATIONS COMMITTEE

February 6, 2023 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 McVicker, Chair
Director Nederhood
Director Seckel

Staff: H. De La Torre, J. Berg, V. Osborn,
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>.

ACTION ITEMS

1. CONSIDER CANDIDATES FOR ACWA/JPIA EXECUTIVE COMMITTEE ELECTION
2. AUTHORIZATION FOR STAFF TO ATTEND AMERICAN WATER WORKS ASSOCIATION SUSTAINABLE WATER MANAGEMENT CONFERENCE APRIL 16-19, 2023, MINNEAPOLIS, MN

3. EXTENSION OF CONTRACT WITH STETSON ENGINEERING FOR CONSUMER CONFIDENCE REPORTS

DISCUSSION ITEMS

4. COST OF WATER USE EFFICIENCY PROGRAMS (ACRE-FOOT COST)

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

5. 2023 WATER POLICY FORUM & DINNER SCHEDULE (oral report)
6. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Public and Government Affairs
7. REVIEW OF ISSUES RELATED TO PLANNING OR ENGINEERING PROJECTS, WEROC, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, PUBLIC AFFAIRS PROGRAMS AND EVENTS, PUBLIC INFORMATION PROJECTS, PUBLIC INFORMATION CONSULTANTS, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

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

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



ACTION ITEM
February 15, 2023

TO: Board of Directors

FROM: **Planning and Operations Committee**
(Directors McVicker, Nederhood, and Seckel)

Harvey De La Torre
Interim General Manager

Staff Contact: Heather Baez

**SUBJECT: CALL FOR NOMINATIONS AND CONCURRING RESOLUTIONS -
ACWA/JPIA EXECUTIVE COMMITTEE**

STAFF RECOMMENDATION

Staff recommends the Board of Directors review the request for Concurring Resolution for Mesa Water District Director Fred Bockmiller, who is running for reelection for the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee

COMMITTEE RECOMMENDATION

The committee recommends (To be determined at Committee Meeting)

SUMMARY

The ACWA JPIA Executive Committee Election will take place during the JPIA's Board of Director's Meeting on May 8, 2023, at the Spring Conference in Monterey, California.

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

This election will fill four (4) Executive Committee member positions, each for a four-year term. The incumbents are Fred Bockmiller, Mesa Water District and J. Bruce Rupp, Humboldt Bay Municipal Water District. There are two vacancies – one each in the north and south regions. At this time, MWDOC has not received notification from any candidates who intend to run for the open seats. Both incumbents are running for reelection, and Director Fred Bockmiller has formally requested the MWDOC Board submit a concurring resolution on his behalf.

A member of the MWDOC Board of Directors is *not* eligible to run for a position on the ACWA/JPIA Executive Committee, as the candidate's district must participate in all four of the JPIA's programs: Liability, Property, Workers' Compensation and Employee Benefits, to serve on the Executive Committee. MWDOC participates in SDRMA's Workers' Compensation program, not ACWA/JPIA's.

Nominations and concurrent resolutions must be received by March 24, 2023.

BOARD OPTIONS

Option #1

- Review the Statement of Qualifications for Mesa Water District Director Fred Bockmiller for the ACWA/JPIA Executive Committee and direct staff to submit the concurring resolution on behalf of the district

Option #2

- Take no action

Staff Recommendation

- Option #1

ATTACHED

- 2023 ACWA JPIA Executive Committee Nominating Procedures
- ACWA JPIA Sample Resolution
- ACWA JPIA Sample Concurring Resolution
- Fred Bockmiller, Statement of Qualifications

ACWA JPIA

Nomination Procedures for Executive Committee

Approximately 120 Days before Election (January 9, 2023)

All ACWA JPIA Directors and Member Districts are to be notified of:

- A) Date and place of Election;
- B) Executive Committee positions and terms of office to be filled by Election;
- C) Nomination Procedures.

120 to 45 Days before Election (January 9 – March 24, 2023)

- A) A district (that participates in all four of the JPIA's programs: Liability, Property, Workers' Compensation and Employee Benefits) may place into nomination its member of the Board of Directors of ACWA JPIA with the concurrence of three districts, then members of the ACWA JPIA, in addition to the nominating district.
- B) Sample resolutions are available on the ACWA JPIA website.
- C) The **district is solely responsible** for timely submission of the nominating resolution and the three additional concurring in nomination resolutions of its candidate for office.

45 Days before Election (March 24, 2023)

- A) Deadline and location for receiving the nominating and concurring in nomination resolutions in the ACWA JPIA office:

Friday – March 24, 2023 – 4:30 p.m.

Laura Baryak
Administrative Assistant II
(lbaryak@acwajpia.com)
ACWA JPIA
P. O. Box 619082
Roseville, CA 95661-9082

- B) Candidates' statement of qualifications must be submitted, if desired, with the nominating resolutions. The statement of qualifications must be submitted on one side of an 8½ x 11" sheet of paper suitable for reproduction and distribution to all districts. (MSWord or PDF documents preferred).

14 Days before Election (April 24, 2023)

Final notice of the upcoming Election of Executive Committee members will be included as part of the Board of Directors' meeting packet. Final notice shall include:

- A) Date, Time, and Place of Election;
- B) Name and District of all qualified candidates;
- C) Candidate's statement of qualifications (if received); and
- D) Election Procedures and Rules.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of the JPIA; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the (NAME OF NOMINATING DISTRICT) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the **Executive Committee** of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of (NAME OF NOMINEE) of (NAME OF NOMINATING DISTRICT) to the **Executive Committee** of the JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this (DATE) day of (MONTH), 2023.

(SIGNATURE)
Board President

ATTEST:

(SIGNATURE)
Secretary

RESOLUTION NO.: _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

NOMINATING ITS JPIA BOARD MEMBER TO THE EXECUTIVE COMMITTEE

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (NAME OF MEMBER DISTRICT) that its member of the JPIA Board of Directors, (NAME OF BOARD MEMBER) be nominated as a candidate for the **Executive Committee** for the election to be held during the JPIA's Spring 2023 Board of Directors' meeting.

BE IT FURTHER RESOLVED that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this (DATE) day of (MONTH), 2023.

(SIGNATURE)
Board President

ATTEST:

(SIGNATURE)
Secretary

Re-elect Fred R. Bockmiller, P.E. to ACWA JPIA Executive Committee

Fred R. Bockmiller, P.E. Director, Mesa Water District



OBJECTIVE: To further the goals of ACWA JPIA in best serving its members, by applying analytical and leadership skills, and risk management experience, while continuing to serve our members on the ACWA JPIA Executive Committee during this time of significant transition for the organization.

STATEMENT OF QUALIFICATIONS:

- ACWA JPIA Executive Committee, 2019-present
- ACWA JPIA Committees – Risk Management, 2008-present; Workers Compensation, 2022-present; Personnel, 2023-present
- ACWA JPIA Board, 2006-present
- ACWA Energy Committee, 2002-present
- Mesa Water District Director, 1996-present – Five-term Board President; Chaired every Mesa Water District Committee (Executive, Audit Ad Hoc, Finance, Human Resources, IT Ad Hoc, Engineering and Operations, Public Information)
- Engineering Manager, University of California, Irvine (UCI) Department of Finance and Administration
- Ex Officio member, California Building Standards Commission Plumbing Electrical Mechanical and Energy Code Advisory Committee, 2015-present

BIOGRAPHY: Fred Bockmiller represents Division 1 -- encompassing the West Side of Costa Mesa and portions of Newport Beach -- on the Mesa Water District (Mesa Water®) Board of Directors. He has served as Mesa Water Board President for five terms.

Throughout his elected service, Director Bockmiller has championed water quality and cost-effective service reliability through a perpetual agency philosophy of long-term planning for the future of Mesa Water and continuous infrastructure maintenance, renewal, and improvement. He has been a relentless supporter of high-quality, fact-based decision-making.

Director Bockmiller has represented Mesa Water at the City/Districts Liaison Committee, Orange County Council of Governments, Orange County Water District, and the Costa Mesa Westside Revitalization Oversight Committee.

For more than 15 years, Director Bockmiller has represented Mesa Water on the Board of the Association of California Water Agencies (ACWA) Joint Powers Insurance Authority (JPIA). He presently serves on the ACWA JPIA Executive, Risk Management (Chair), Workers Compensation (Vice Chair), and Personnel Committees.

Director Bockmiller has been the Engineering Manager in the Department of Finance and Administration at UCI, a leader in energy conservation and construction efforts for more than 25 years, including completion of more than \$3 billion in major capital construction projects; more than \$300 million in reconstruction and extensive energy and water conservation retrofits, which tripled the developed building space, reduced energy consumption in laboratories by 50 percent, slashed the campus carbon footprint, improved the energy infrastructure, and decreased per capita water use by more than 30% while improving the built environment for research, teaching, and public service.

Developing the next generation is an area of interest for Director Bockmiller. He is a regular guest lecturer in UCI's Department of Mechanical and Aerospace Engineering, a mentor in the Junior Mentor Program at Newport Harbor High School, and served for 17 years on the board of Youth Employment Service -- a local charity that provides youth with the tools to find jobs -- where he served as CFO and President.



ACTION ITEM
February 15, 2023

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors McVicker, Nederhood, and Seckel)

Harvey De La Torre, Interim General Manager
Staff Contact: J. Berg, Director of WUE

**SUBJECT: AUTHORIZATION FOR STAFF TO ATTEND AMERICAN WATER WORKS
ASSOCIATION SUSTAINABLE WATER MANAGEMENT CONFERENCE
APRIL 16-19**

STAFF RECOMMENDATION

Staff requests authorization from the Board of Directors to attend the American Water Works Association (AWWA) Sustainable Water Management Conference April 16-19, 2023 in Minneapolis, Minnesota.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Staff is requesting authorization for Director of Water Use Efficiency, Joe Berg, and Water Loss Control Programs Supervisor Rachel Davis, to attend the AWWA Sustainable Water Management Conference in Minneapolis, Minnesota. The Sustainable Water Management Conference was included in the FY 22/23 Budget for an amount of \$1,775. At the time of the FY 21/22 Budget preparation, the conference location had not yet been announced. Since then, Staff has submitted an application to the conference planning committee to give a technical presentation at the conference, which was accepted by the committee. Therefore, staff is requesting that the Board of Directors approve an additional \$2,125, taking the total approved amount to \$3,900.

If attendance is approved, staff will, give a technical presentation on MWD OC's Water Loss Control Shared Services Leak Detection program, and attend professional sessions on a range of water use efficiency and water loss control topics. The Conference Program is not

Budgeted (Y/N): Yes	Budgeted amount: \$1,775	Core <u>X</u>	Choice <u> </u>
Action item amount: \$2,125	Line item:		
Fiscal Impact (explain if unbudgeted): This conference would be paid for using budgeted but unused travel funds for the Cal-Nev Fall Conference from Cost Center – 7110 and 7150 Employee Conference, Travel & Accommodation Expenses.			

in printable format but can be viewed at:

<https://events.tpni.com/gcmmaintenance/awwa/online%20agenda/30000211/index.htm>

With this valuable opportunity to participate in-person, staff is requesting authorization from the Board to attend this year's AWWA Sustainable Water Management Conference at a cost of approximately \$3,900, which includes conference registration, accommodations, travel, and meals.

BOARD OPTIONS

Option #1: Authorize staff to attend this year's AWWA Sustainable Water Management Conference in Minneapolis, Minnesota.

Fiscal Impact: Approximately \$3,900.

Option #2: Decline authorization for staff to attend this year's Water Smart Innovations Conference.

Fiscal Impact: None



ACTION ITEM
February 15, 2023

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors McVicker, Nederhood, and Seckel)

Harvey De La Torre, Interim General Manager

Staff Contact: Damon Micalizzi

**SUBJECT: EXTENSION OF CONTRACT WITH STETSON ENGINEERING FOR
CONSUMER CONFIDENCE REPORTS**

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve Option #1 to adopt a Third Amendment to the agreement with Stetson Engineering to gather, prepare, and package Consumer Confidence Report data (CCRs) for MWDOC Member Agencies and the three OC Cities for an **additional three years; ending December 31, 2025.**

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

Stetson Engineering has been preparing and packaging Consumer Confidence Reports for MWDOC Member Agencies since 2006. These are mandated water quality reports water agencies that must be published each year for the public's review. The overwhelming majority of agencies in Orange County, including the three cities, utilize this service facilitated and coordinated by MWDOC for both the Basin and Non-Basin Agencies.

In 2022, the agreement with Stetson was amended for a second time (SECOND AMENDMENT), extending the agreement for one additional year, which expired on December 31, 2022. Stetson Engineering has particular technical expertise working with the Metropolitan Water District of Southern California, Orange County Water District, and

Budgeted (Y/N): Y	Budgeted amount: 50,000	Core <u>X</u>	Choice <u> </u>
Action item amount: \$45,621	Line item: 32-7040		
Fiscal Impact (explain if unbudgeted):			

MWDOC Member Agency representatives. As such, staff is seeking to extend this agreement again for 2023. However, as the previous bid process in 2017 did not produce any competitors, staff would like to seek the Board's authorization to prepare a three-year extension.

The current contract allows for an option of adjusting services and fees of no more than 5 percent per year. Last year's not-to-exceed amount was \$43,449. This year, the consultant requests a 5 percent increase not-to-exceed \$45,621.

ATTACHMENT

- Stetson Engineering Agreement with MWDOC for Consumer Confidence Reports

BOARD OPTIONS

Option #1: Authorize the General Manager to amend the current contract with Stetson Engineering, extending the agreement for three years; ending December 31, 2025.

Fiscal Impact: \$45,621 in FY/23's CORE Budget with an option to adjust services and fees of no more than 5 percent per year.

Business Analysis: Efficient extension, providing continued valuable service for MWDOC Member Agencies and continuity for another three years.

Option #2: Authorize the General Manager to amend the current contract with Stetson Engineering for only a one year extension; ending December 31, 2023.

Fiscal Impact: \$45,621 in FY/23's CORE Budget

Business Analysis: Extension, providing continued valuable service for MWDOC Member Agencies. Staff will then conduct a Request for Proposals (RFP) in the fall of 2023 for a new contract commencing the following Calendar Year.

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated 01/24/2018, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, **STETSON ENGINEERS** hereinafter referred to as "**CONSULTANT**" for **CONSUMER CONFIDENCE REPORTS** hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

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

B. Independent Contractor

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

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

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

C. **Changes in Scope of Work**

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

II **TERM**

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

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

A. **Budgeted Amount for SERVICES**

CONSULTANT is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon 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

Contact Name: Robert Hunter

Title: General Manager

18700 Ward Street

Fountain Valley, CA 92708

Stetson Engineers, Inc.

Contact Name: Stephen Johnson

Title: Vice President

861 S. Village Oaks Drive, Suite 100

Covina, CA 91724

D. Billing and Payment

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

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

E. Billing Records

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

IV DOCUMENTS

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

V TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3)

CONSULTANT shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI **INSURANCE REQUIREMENTS**

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

A. Workers' Compensation Insurance

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

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

B. Professional Liability Insurance

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

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

C. Other Insurance

CONSULTANT will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all

rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

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

D. **Expiration of Coverage**

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

INDEMNIFICATION

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

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

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

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

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

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

VII **FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

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

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

VIII **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.

IX **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"**.

X **CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

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

C. Protections to Ensure Control Over Materials

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

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

XI **OWNERSHIP OF DOCUMENTS AND DISPLAYS**

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

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

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

XII **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.

XIII **INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement

of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XIV **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.

XV **JURISDICTION AND VENUE SELECTION**

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

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

DocuSigned by:
APPROVED BY:



E3285E9B8EC9497...

Date 1/30/2022 | 8:15 AM PST

DocuSigned by:
CONSULTANT ACCEPTANCE:



55758A9F18A84G5...

Date 1/29/2022 | 9:44 AM PST

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

Stephen Johnson, President
Stetson Engineers, Inc.
861 S. Village Oaks Drive, Suite 100
Covina, CA 91724
(626) 967-6202

Internal Use Only:

Program No. _____

Line Item: _____

Funding Year: _____

Contract Amt.: _____

Purchase Order # _____

EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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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

Employees are free to 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. 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.

§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 the General Manager 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.

Motion - 1/17/96;

§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 CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

During the first quarter of the year immediately following an election (every two years), the Board shall meet to 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.

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

EXHIBIT "B"

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

<p>Company: Stetson Engineers, Inc.</p> <p>Name: Stephen Johnson</p> <p>Address: 861 S. Village Dr. Ste. 100, Covina</p> <p>Phone: (626) 967.6202</p> <p>Tax I.D. # 94-2452155</p>

1. Term – Commencement: 1-01-2022 Termination: 12/31/2022
2. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$43,449. **CONSULTANT's** fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.
3. Scope of Work/Services – **Preparation of technical data for mandated water-quality reports (consumer confidence reports) for participating member agencies.**
4. Consultant Representative: Stephen Johnson

**SECOND AMENDMENT TO AGREEMENT FOR CONSUMER CONFIDENCE
REPORTS
BETWEEN MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
AND STETSON ENGINEERING**

This SECOND AMENDMENT ("Second Amendment") is effective January 1, 2022, and is made by and between the Municipal Water District of Orange County (MWDOC) and Stetson Engineering (Consultant) (collectively, the "Parties).

RECITALS

A. The Parties entered into an agreement on January 24, 2018, (the "Agreement") for services in connection with administering MWDOC's Consumer Confidence Report program.

B. Effective January 1, 2021, the Parties amended the Agreement to update the scope of work and to extend the term of the Agreement to December 31, 2021 ("First Amendment"). The Agreement and First Amendment are collectively the "Agreement."

E. The Parties desire to amend the Agreement to amend the scope of work and extend the term of the Agreement to December 31, 2022.

TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

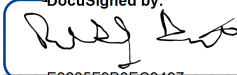
1. Exhibit B to the Agreement is replaced in its entirety with a new Exhibit B, which is attached to this Second Amendment.

2. Continuing Effect of Agreement. Except as amended by this Second Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment and Second Amendment.

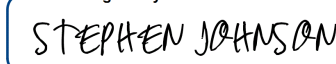
The Parties have duly executed this Second Amendment as of the date first written above.

[Signatures on Next Page]
Agreed by the signatories below.

Dated: 1/30/2022 | 8:15 AM PST

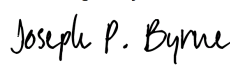
Municipal Water District of Orange County
DocuSigned by:
By: 
E3285F9B85EC8497...
Robert J. Hunter, General Manager

Dated: 1/29/2022 | 9:44 AM PST

Stetson Engineering
DocuSigned by:
By: 
55758A9F18A84C5...
Stephen Johnson, President

MWDOC Approved as to form:

Dated: 1/27/2022 | 9:03 PM PST

DocuSigned by:
By: 
800D7933C7204EC...
Joseph P. Byrne, General Counsel



DISCUSSION ITEM

February 6, 2023

TO: **Planning & Operations Committee**
(Directors McVicker, Nederhood and Seckel)

FROM: Harvey De La Torre, Interim General Manager

Staff Contact: J. Berg, Director of WUE
R. Waite, Senior WUE Program Analyst

SUBJECT: Cost of Water Use Efficiency Programs

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

At the December 21, 2022 MWD OC Board meeting, the Board asked staff to provide a report on the per Acre-Foot (AF) cost of the various water use efficiency (WUE) programs and activities the District administers and offers to the service area. In the report below, calendar year (CY) 2021 program implementation, estimated lifetime water savings, and total program costs are utilized to calculate a program cost on a per AF basis.

The suite of WUE programs and devices vary in costs, achievable water savings, useful life, and activity level. By totaling the District's combined programmatic cost and water savings estimate, the District's WUE portfolio cost per AF is approximately \$358.

The total cost per AF for individual programs ranges from a low of \$162 AF (for large scale programs such as the Potable to Recycled Water Conversion Program for dedicated irrigation meters and the Customized Member Agency Administered Programs) to a high of

Budgeted (Y/N): N/A	Budgeted amount: N/A	Core __	Choice __
Action item amount: N/A	Line item: CC 62		
Fiscal Impact (explain if unbudgeted): N/A			

\$2,370 per AF (for single family rain barrels). The greatest investment based on activity for any single device or program was for the Turf Removal at an individual program cost of \$666 per AF.

REPORT

MWDOC's Water Use Efficiency Department tracks implementation of each water use efficiency program annually. As illustrated in the attached Tables, MWDOC's tracking includes:

- Number of interventions (water savings devices or activity) by calendar year
- Annual and lifecycle water savings (in AF)
- Estimated useful life of a device or activity (in years)
- Amount of funding received, such as
 - Metropolitan Incentives
 - MWDOC grants
 - Outside Funding
 - Rebate processing vendor fees

All of these factors are calculated to determine a cost per AF savings amount for each WUE device/program.

Table 1 provides a summary of all WUE activities completed in CY 2021, which included a total of 617,759 interventions measured by either number of water saving devices installed or square-feet converted, as appropriate. Each intervention is assigned a water savings metric based on a statistical water saving analysis or engineering estimates; most are based on statistical evaluation. Additionally, each is assigned a useful life or number of years the water savings is expected to accrue. Metropolitan adopts the savings metrics and lifetime savings when they approve a new water savings opportunity (i.e., device or program). ***As a result of these estimates, WUE interventions in CY 2021 have an associated lifecycle water savings of 12,130 AF.***

In the MWDOC service area, WUE Program implementation is heavily funded (greater than 66%) by outside sources through a combination of Metropolitan Conservation Credits and state and federal grant funds obtained by MWDOC. As such, MWDOC's full portfolio of devices/programs is primarily a pass-through of the suite of devices/programs offered by Metropolitan.

Table 2 provides a CY 2021 summary of the financial investments made for each WUE device or square-feet converted, as appropriate, including Metropolitan's base incentive, MWDOC grants, vendor fees or rebate processing fees, and associated cost or dollars per acre-foot saved. There are also a few retail agencies that provide limited supplemental funding to enhance Metropolitan's foundational incentive. As part of this analysis, we did not include the retail agency supplemental funding. In most cases, when a retail agency chooses to contribute supplemental funding to a specific device or program, it is done so for confounding reasons beyond cost per AF considerations.

The investments made to achieve the CY 2021 interventions totaled \$3,011,012 and are the sum of Metropolitan incentives and vendor fees plus MWDOC's applied state and federal grants (Table 2). However, in order to have a more complete cost per acre foot saved, the MWDOC Choice and Core WUE Program Costs must be considered. MWDOC's Choice

WUE Program budget includes staff salaries, benefits and overhead, marketing, Droplet Rebate Processing license fees and e-signatures, installation verification inspections, and minor miscellaneous expenses. The Core WUE Program budget includes salary and benefits for WUE and Water Loss Control (WLC) policy development, professional services such as research and aerial imagery acquisition, and minor miscellaneous expenses. For FY 2022-23, the MWD OC Choice and Core WUE Program Costs were \$831,328 and \$484,084, respectively. Combined the Choice and Core budgets total \$1,315,412.

To identify the cost per AF for the District's full suite of devices/programs, a portfolio approach is utilized. This approach is commonly used in the water industry, such as when evaluating the total cost per AF in water supply investments. The portfolio approach totals the outside funding plus budgetary costs and divides that by the associated lifetime water savings to calculate the District's WUE programmatic cost per AF.

$$\frac{\text{Outside funding} + \text{MWD OC WUE Budget}}{\text{Lifetime Water Savings}} = \text{Cost per AF saved}$$

Utilizing the full portfolio of costs and estimated lifetime savings per AF, as illustrated, the **total cost per acre-foot saved for the portfolio of WUE programs is \$358/AF.**

$$\frac{\$3,011,012 + \$1,315,412}{12,130 \text{ AF}} = \$358 / \text{AF}$$

When considering the total cost per acre-foot saved for **individual** devices/programs, there is a wide range. The most cost effective interventions, at \$162 per AF, were large scale implementation programs, such as the Potable to Recycled Water Conversion Program for dedicated irrigation meters and the Customized Member Agency Administered Programs. Conversely, the most costly intervention was the single family rainwater capture (rain barrel) device at \$2,370 per AF.

Participation in programs is solely at the discretion of the customer and not necessarily indicative of cost effectiveness. The total greatest investment based on activity for any single device or program was for Turf Removal, which yielded an individual program cost of \$666 per AF.

It is important to note, that the basis for an incentive level or financial contribution of an individual WUE device or program varies. Some incentive levels are established strictly on a per AF cost savings amount, while other incentive rates are set to accelerate the activity level of select WUE programs/devices. The latter is often referred to as "Market Transformation," whereby increasing the incentive level for a period of time is a catalyst to promote enhanced activity. This technique is often utilized to encourage adoption of a new device. Offering increases to incentive levels during drought conditions and calls for conservation can also be used to spur additional activity and, thereby, additional water savings.

Understanding that retail agencies choose to offer a wide variety of WUE devices/programs within their service area; they are well aware of the wide range in cost effectiveness. Nonetheless, a suite of devices/programs allows for local preference and provides local control to respond to their unique characteristics and interest. For example, while devices

such as rain barrels have a high proportionate cost per AF, they continue to be offered due to popularity (by the public, particular agencies, and cities).

Table 1
Water Use Efficiency Active Savings Estimates

Program Participation in January 2021 to December 2021

MWDOC

Activity Name	Number of Interventions	Savings Estimate (AF/Y)	Annual Savings (AF/Y)	Useful Life (Years)	Lifetime Savings (AF)
Commercial Sector					
CII Air Cooled Ice Machines	1	0.154	0.2	10	1.5
CII Cooling Tower Conductivity Controller	2	0.644	1.3	5	6.4
CII Flow Restrictors	98	0.008	0.8	10	8
CII Laminar Flow Restrictor	242	0.023	5.6	5	28
MF High Efficiency Toilet (Res Premium)	491	0.011	5.2	20	103
CII Landscape Potable to Recycled Conversions	188	N/A	188	20	3,769
Commercial Irrigation Sector					
IRR CCIC	85	0.018	1.5	10	15.2
IRR Commercial Smart Timers	9,511	0.018	170.2	10	1,702
IRR Commercial Drip	15,614	0.00011	1.662	10	17
Residential Sector					
SF Clothes Washer	2,218	0.033	72.8	14	1019
SF High Efficiency Toilet	142	0.011	1.5	20	30
SF Rainwater Capture (Rain Barrel)	103	0.002	0.2	10	2
SF Smart Timers	2,818	0.041	116.7	10	1167
SF Rotating Nozzle	1,595	0.003	4.2	5	21
SF Soil Moisture Sensor Systems	3	0.041	0.1	10	1
Rainwater Cistern	1	0.008	0.0	30	0.23
Other					
Drip	76,273	0.0001	10.3	10	103
Turf Removal	492,285	0.0001	71.8	30	2153
Custom MAA	14,619	N/A	125	10	1247
Water Loss	385		48.6	15	729
Flow Monitor Device	1	0.050	0.050	10	1
Hose Bib Irrigation Controller	38	0.018	0.68	10	6.8
Total	617,759		826		12,130

Table 2
Water Use Efficiency Program Outside Funding

Outside Funding Amounts in January 2021 to December 2021

MWDOC

Activity Name	Metropolitan Incentives	MWDOC Grants	Vendor Fees	Total Outside Funding	Dollars/AF (Incentives & Veder Fees)	Dollars/AF (Incentives, Admin Fees & Choice Budget)
Commercial Sector						
CII Air Cooled Ice Machines	\$1,000	\$0	\$95	\$1,095	\$ 711	\$ 821
CII Cooling Tower Conductivity Controller	\$1,250	\$0	\$119	\$1,369	\$ 213	\$ 323
CII Flow Restrictors	\$490	\$0	\$47	\$537	\$ 65	\$ 175
CII Laminar Flow Restrictor	\$2,420	\$0	\$230	\$2,650	\$ 95	\$ 205
MF High Efficiency Toilet (Res Premium)	\$19,640	\$0	\$3,977	\$23,617	\$ 229	\$ 339
CII Landscape Potable to Recycled Conversions	\$183,758	\$13,406	\$0	\$197,165	\$ 52	\$ 162
Commercial Irrigation Sector						
IRR CCIC	\$2,975	\$0	\$283	\$3,258	\$ 214	\$ 324
IRR Commercial Smart Timers	\$327,874	\$8,700	\$31,672	\$368,246	\$ 216	\$ 326
IRR Commercial Drip	\$3,123	\$4,667	\$0	\$7,790	\$ 469	\$ 579
Residential Sector						
SF Clothes Washer	\$188,530	\$0	\$17,966	\$206,496	\$ 203	\$ 313
SF High Efficiency Toilet	\$5,680	\$0	\$1,150	\$6,830	\$ 229	\$ 339
SF Rainwater Capture (Rain Barrel)	\$3,598	\$0	\$834	\$4,432	\$ 2,260	\$ 2,370
SF Smart Timers	\$226,276	\$201,012	\$23,419	\$450,707	\$ 386	\$ 496
SF Rotating Nozzle	\$2,942	\$0	\$353	\$3,295	\$ 157	\$ 267
SF Soil Moisture Sensor Systems	\$240	\$287	\$24	\$551	\$ 444	\$ 554
Rainwater Cistem	\$300	\$0	\$29	\$329	\$ 1,441	\$ 1,551
Other						
Drip	\$17,205	\$18,325	\$0	\$35,529	\$ 344	\$ 454
Turf Removal	\$970,597	\$226,381	\$0	\$1,196,978	\$ 556	\$ 666
Custom MAA	\$64,779	\$0	\$0	\$64,779	\$ 52	\$ 162
Water Loss	\$64,858	\$0	\$0	\$64,858	\$ 89	\$ 199
Flow Monitor Device	\$100	\$0	\$10	\$110	\$ 219	\$ 329
Hose Bib Irrigation Controller	\$1,330	\$0	\$308	\$1,638	\$ 241	\$ 351
Total	\$2,191,208	\$739,289	\$80,514	\$3,011,012	\$ 248	\$ 358

ENGINEERING & PLANNING	
Reliability Study Update	<p>Staff have been working with consultant CDM Smith and Metropolitan Water District (MET) staff on an update to the 2018 OC Water Reliability Study (2022 OC Study). Updating of the planning assumptions and understanding of the implications will be useful to our staff, Directors, MET Directors, and member agencies for future water reliability decision considerations. This update was launched because of significant changes in conditions since the publication of the 2018 OC Study.</p> <p>Preliminary study findings were presented at the September 2022 P&O Committee.</p> <p>An updated presentation was presented at the January 12, 2023, MWDOC Agency Managers meeting which included new information from MET and from the Delta Conveyance Project Draft EIR. Agency comments were received.</p> <p>A final presentation incorporating comments from the MWDOC Agency Managers meeting will be presented to the A&F Committee this month.</p> <p>The draft report; which will include information from the economic benefits study that was completed in July 2022, will be completed by end of February 2023. Agency managers have asked for additional time to review the completed draft report in order to submit additional comments.</p>
Water Use Efficiency Standards Analysis	<p>On May 2, 2022, the Board approved entering into an agreement with Water Systems Consulting (WSC) and sub-consultant M. Cubed to complete an economic analysis of proposed State water use efficiency standards. MWDOC has partnered with SMWD in funding this project. There are four main components of the scope of work:</p> <ol style="list-style-type: none"> 1. A customized version of the recently completed Urban Water Use Objective Analyzer (Model) developed by M. Cubed for the Department of Water Resources (DWR). M. Cubed customized the Model to allow individual retail agencies to evaluate the impacts of the proposed standards on their operations and customers. 2. Evaluate the relative impact of the proposed standards on Disadvantaged Communities (DACs). 3. Evaluate compliance cost estimates for MWDOC retail water agencies with information on water service affordability. 4. Develop a web interface of the Model using a visual analytics platform (i.e. dashboard). <p>The updated Model has been completed.</p> <p>Initial findings of the analysis were presented to MWDOC's member agencies on August 9, 2022. The study findings were presented at the September 14, 2022 A&F Committee meeting where a draft report was also provided.</p>

	<p>Staff met with SMWD to review the study, and the report is now being modified based on previous agency comments. WSC and M.Cubed are also currently finishing the web interface portion of the project to allow agencies access to the customized Water Use Objective Analyzer for their own evaluation and planning efforts.</p>
Doheny Ocean Desalination Project	<p>South Coast Water District (SCWD) continues to develop the Doheny Ocean Desalination Project. SCWD estimates an on-line date of 2026, if approved by the SCWD Board.</p> <p>SCWD held a Special Board Meeting on September 2, 2021 to discuss the financial implications of the project. Clean Energy Capital (CEC) presented a water cost analysis for the project where CEC presented cost projections for a 2 MGD project with an estimated 1st year water cost of \$1,928/AF in 2021\$, and a 5 MGD project with an estimated 1st year water cost of \$1,479/AF in 2021\$ (later updated to \$1,807/AF in 2027\$ vs \$1,545/AF MET Rate in 2027\$).</p> <p>On December 9, 2022, the California State Lands Commission (CSLC), approved an Addendum to the Doheny Ocean Desalination Project Final Environmental Impact Report (EIR) along with the certified Final EIR. The EIR Addendum addresses a proposed CSLC lease for slant wells at Doheny State Beach (DSB). The new lease allows for construction and long-term operation of up to five slant wells at DSB.</p> <p>SCWD is currently working with State Parks on a lease agreement, a study with Regional Water Quality Control Board staff as a condition of the National Pollution Discharge Elimination System (NPDES) permit, and on Design Build Operate Maintain (DBOM) Contract Development.</p>
Shutdowns	<p>Orange County Feeder</p> <p>The purpose of the shutdown is to remove and dispose of the existing lining, reline the pipeline with cement mortar, weld straps, replace valves and install manholes on this 85+ year old pipeline from the Willits Street Pressure Control Structure (north of South Coast Plaza) to the Irvine Cross Feeder (south of UC Irvine).</p> <p>The Orange County Feeder shutdown began on September 18, 2022 and will continue through July 15, 2023. The shutdown schedule was revised to accommodate a requested schedule change for the Orange County Feeder Extension shutdown as described below.</p>

	<p>R6 Reservoir Rehabilitation</p> <p>El Toro WD is shutting down the 275 Million Gallon R6 Reservoir to replace the aging reservoir liner and cover. The reservoir will be offline from November 2022 through July 2023.</p> <p>Orange County Feeder Extension</p> <p>MET is finalizing the relining of the final 300-linear feet of the OC Feeder extension from the Irvine Cross Feeder to the terminus affecting the City of Newport Beach, Irvine Ranch WD, and Laguna Beach County WD.</p> <p>The shutdown coincides with the above noted OC Feeder shutdown work between Willits PCS and the Irvine Cross Feeder from January 3 – 31, 2023. The Contractor had to work around storm related issues, but this portion of the project is nearly complete.</p> <p>Lake Mathews Facility Shutdown</p> <p>Shutdown of the Lake Mathews Facility has been rescheduled for March 13-14, 2023. The following agencies will be affected during the shutdown: OCWD, YLWD, Serrano WD, IRWD, TCWD, ETWD, SMWD, MNWD, and the City of San Clemente.</p> <p>Orange County Reservoir</p> <p>The decommissioning of the Orange County Reservoir has been rescheduled to March 20, 2023 through March 25, 2023. This work will affect the cities of Brea and La Habra.</p> <p>Diemer Water Treatment Plant</p> <p>MET has rescheduled a 7-day shutdown of the Diemer WTP in order to repair a broken chlorine solution line to January 8-14, 2024. Finding a suitable window for this shutdown presented challenges due to numerous maintenance shutdowns by MET and retail agencies as well as fire danger concerns.</p> <p>Coinciding with the 7-day Diemer shutdown, the following pipelines will also be down for repairs:</p> <ul style="list-style-type: none"> • Allen-McColloch Pipeline • East Orange County Feeder No.1 • East Orange County Feeder No.2 • Lower Feeder (Treated) • Lower Feeder (Untreated) • Second Lower Feeder (portions)
Meetings	<p>Charles Busslinger participated in a seminar on January 13, 2023, on MET's Future Supply Actions Funding Program regarding Stormwater Basin Optimization.</p>

	Charles Busslinger participated in meeting on January 23, 2023, with SMWD on completion of the WUE Standards Analysis study.
	Charles Busslinger participated in meeting on January 24, 2023, with EOCWD and MET staff regarding MET's review of EOCWD's proposed vault replacement immediately downstream of OC-43.

General Managers Report

WEROC Status Report

January 2023

COVID-19 (CORONA VIRUS) COORDINATION

Orange County moved back in to the Low Level rate of Community Spread as of 1/27/23.

COVID-19 Community Level

● Low

Recommended actions based on current level

Stay [up to date](#) with COVID-19 vaccines. [Get tested](#) if you have symptoms.

Wear a mask if you have symptoms, a positive test, or exposure to someone with COVID-19. Wear a mask on [public transportation](#). You may choose to wear a mask at any time as an additional precaution to protect yourself and others.

Weekly Metrics Used to Determine the COVID-19 Community Level

Case Rate per 100,000 population	55.36
New COVID-19 admissions per 100,000 population	6.3
% Staffed inpatient beds in use by patients with confirmed COVID-19	4.2%



FEDERAL PUBLIC HEALTH EMERGENCY

Remains in effect until April 11, 2023

Secretary Becerra has previously promised to provide 60 days notice before ending the emergency.

CALIFORNIA STATE OF EMERGENCY UPDATE

Governor Newsom, at this time is set to end the COVID-19 State of Emergency February 28, 2023

WEROC continues to host monthly coordination calls with member agencies to provide updates regarding COVID and other items occurring in the OA.

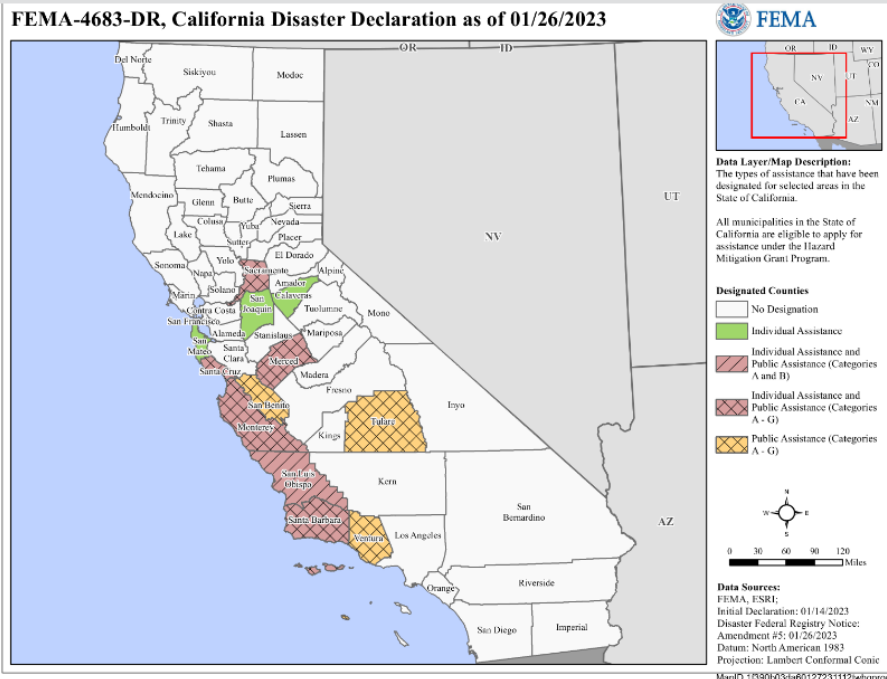
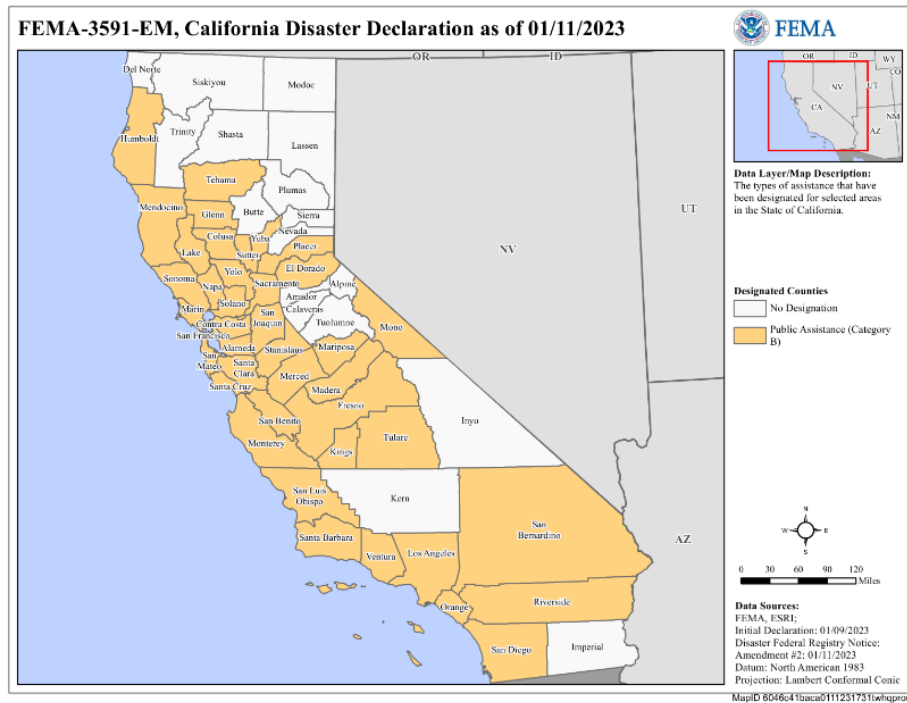
JANUARY INCIDENTS/EVENTS

- January Rain Events –
 - Two WEROC agencies reported issues related to water/wastewater infrastructure and response/damage costs.

- State of Emergency. Text of the proclamation can be found [here](#). Text of the executive order can be found [here](#).
- Federal Emergency Declarations (FEMA-3591-EM & FEMA 4683-DR)

Biden signed an “Emergency Declaration” (FEMA-3591-EM) for the California Storm Events starting Jan 8, 2023. Orange County was included. At this time only

Category B
“Emergency
Protective
Measures” is
included
pending further
Initial Damage
Estimates for
Orange County
in order to be
moved into the
Major Disaster
Declaration
(see below)



Biden signed a “Major
Emergency Disaster
Declaration” FEMA 4683-DR
for the same period which
include both Public
Assistance and Individual
Assistance for the areas
hardest hit, and with public
Infrastructure Damage.
Orange County is not part of
this declaration unless the
Initial Damage Estimates
prove otherwise. At the
time of this report, Orange
County only has \$3,623,493
of reported costs.

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

- On 1/3, WEROC held its monthly coordination meeting with member agencies.
 - On 1/4, WEROC attended the National Weather Service Briefing for the incoming storms.
 - On 1/5, Vicki, Dave and Janine attended the monthly Orange County Emergency Management Organization (OCEMO) Meeting. The standing subcommittees provided their reports, and the presentation was the annual refresher on the Operational Area and how it works.
 - On 1/5, Vicki and Dave met with EOCWD at the North WEROC facility. EOCWD is looking for a location to temporarily house staff while they are building a new administrative building. Vicki is currently reaching out to MWD as part of the lease agreement, for approval to move forward with assistance to the agency.
 - On 1/5, Vicki and Dave attended the OCEMO Exercise Design subcommittee which is planning the Countywide May Functional Exercise.
 - On 1/6, Vicki presented at the WACO meeting with the County Emergency Manager, and MNWD on the topic of Earthquakes, understanding the puzzle of Response and Recovery. The presentation highlighted how we are prepared, and where we have more activity to do.
 - On 1/9, Vicki attended the National Weather Service briefing on the incoming storms.
 - On 1/17, Vicki attended the CalWARN Board Meeting as the Region 1 Representative.
 - On 1/17, Vicki participated in the SMWD Emergency Response Exercise and provided a briefing on what WEROC is and how it works with SMWD.
 - On 1/17, Dave has a meeting with the County regarding the GIS Project WEROC is working on.
 - On 1/19, Vicki attended the OCEMO Leadership Monthly Meeting.
 - On 1/23-24, Dave attended the WUE/Water Loss Leak Detection training.
 - On 1.25, Vicki attended the National Weather Service webinar for the incoming rain event.
 - On 1/25, Dave attended the OCEMO Technology subcommittee meeting.
 - On 1/26, Vicki attended the Met Managers Meeting.
 - On 1/26, Mutual Aid Regional Advisory Committee (MARAC) meeting was cancelled by CalOES due to the statewide storms.
 - On 1/27, Vicki attended the CESA State Board Meeting.
-

PLANNING AND PROGRAM EFFORTS

Contact Lists

January marks the start of the annual verification of all contact lists maintained in the various programs and documents. Janine is leading this project and ensuring all contacts are also uploaded in safety center.

Vicki executed the annual letters for the representatives to the Operational Area Executive Board for the water and wastewater mutual aid position.

Cyber Security

WEROC continues to send out important information to the Cyber Security Distribution Group as received from DHS or the OCIAC.

EOC Readiness

Dave continues to work on the EOC Position Guide Revision Project to make response for people assigned to positions in the EOC easier. This includes establishment of the Red Book for activations.

OCIAC Coordination

WEROC continues to maintain a close and positive working relationship with the Orange County Intelligence Assessment Center. The OCIAC will be in attendance and the February in person quarterly meeting and will be talking with agencies about infrastructure threats update and we will be going over the newly created Events and Delegation Visits Guidelines which was a joint partnership with WEROC and the OCIAC.

Resource Requests and Member Agency Inventory Lists

Janine has started the revision of the WEROC member agency inventory lists. This list has not been updated in a few years, so it is definitely time to update this important information.

Training and Exercises

Vicki provides 2 ICS courses this month, one at City of Orange and one at the City of Westminster (82 people attended these 2 sessions)

Vicki participated in the SMWD Emergency Response Exercise held on January 17th.

Dave is coordinating with the agencies for participation in the May 2023 Operational Area Exercise. There is a planning meeting scheduled for February 7th.

Dave attended a G235 planning class conducted by CSTI in January.

All the 2023 first quarter trainings were approved by the state. The courses being offered include SEM/NIMS 100700 combined G611 EOC Section Series (Management, Operations, Planning, Logistics and Finance), Recovery Part 2 and 800Mhz training. All these trainings are being conducted in house.

WEROC Budget and Funding Agencies Meeting

On January 26, Vicki met with the WEROC funding agencies consisting of MWDOC, OCWD, OC Sans, SOCWA and the three MET Cities (Anaheim, Santa Ana and Fullerton). WEROC has a budget process each year with these agencies, prior to bringing the MWDOC portion of the budget to the board as part of the MWDOC budget process. As part of the meeting, WEROC highlights the accomplishments for the past year, the goals for the remainder of the year, and the objectives and goals for the next fiscal year along with the budget line items for approval. All agencies were positive about the outlined budget, and FY23/34 goals and objectives and support the budget and plan. Below highlight the objectives for the next year.

Below highlights some of the goals for the upcoming fiscal year. WEROC continues to use the assessment report from 2020 as a strategic plan for the WEROC program.

- Maintain WEROC and OC water and wastewater agencies in a state of readiness to respond to emergencies. Key aspects include staffing, training, exercises, updating plans and procedures.
- Continue implementation of the WEROC Assessment Plan and continue to build upon the lessons learned from various training, exercises and real events.
- Implementation of the Logistics Plan with after action items captured from the Regional Tabletop Exercise that will incorporate how resources are coordinated within the WEROC Organization.
- Finalize and implement WEROC Emergency Water Distribution Plan by working with the County, cities and water agencies by region to establish the responsibilities, process and procedures based on outcomes of testing the plan during the May 23 Operational Area Exercise.
- Update the WEROC Map Atlas. These maps contain critical information for both water and wastewater. Additionally, jurisdiction areas are divided into the Public Safety Power Shutoff Zones. Project will include incorporation of hardcopy and GIS layers. These maps were updated back in 2017 and infrastructure and water system oversight in some areas have changed.
- Development of the Regional Water and Wastewater Fuel Plan Project.
- Establish a contract for the update of the Orange County Regional Water and Wastewater Hazard Mitigation Plan. This is a choice contract. The last revision 20 water and wastewater agencies participated in the project. This plan is valid and approved by FEMA until March 2, 2025.

WEROC Emergency Operations Center Project

The 100% designs were received from the architect. Vicki will be taking this information to the MWDOC managers meeting along with a plan for next steps and will bring this item to the MWDOC Board in March to the Planning & Operations Committee.

WEROC GIS Dashboard

Dave continues to work on the GIS Dashboard after receiving positive responses from member agencies. As part of the damage assessment feature, the goal is to include this as a field component during the May exercise. Dave met with the County this month regarding this project.

WEROC Planning Documents Created/Updated in January

- Protocol - Events and Delegation Visits Guidelines

County Plans Reviewed:

- County of Orange and Operational Area Disease Outbreak Response Annex - Final Revision
 - County of Orange Recovery Plan – Chapter 3
-

**Status of Water Use Efficiency Projects
January 2023**

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
SoCal WaterSmart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 128 high efficiency clothes washers and 9 premium high efficiency toilets were installed in Orange County. To date, 127,223 high efficiency clothes washers and 60,925 high efficiency toilets have been installed through this program.
SoCal WaterSmart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 436 commercial premium high efficiency toilets were installed in Orange County. To date, 113,761 commercial devices have been installed through this program.
Flow-Monitoring Device Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 4 flow-monitoring devices were installed in Orange County. To date, 55 flow-monitoring devices have been installed through this program.
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 39 residential and 2 commercial smart timers were installed in Orange County. To date, 33,888 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 50 rotating nozzles were installed in Orange County. To date, 576,476 rotating nozzles have been installed through this program.

Item No. 6c

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Rain Barrel Rebate Program	MWDSC	Ongoing	Ongoing	In December 2022, 4 rain barrels were installed in Orange County. To date, 8,719 rain barrels have been installed through this program.
Turf Removal Program	MWDOC	Ongoing	Ongoing	In December 2022, 81 rebates were paid, representing \$321,214.14 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 25.4 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In December 2022, 34 rebates were paid, representing \$34,589.14 in rebates paid this month in Orange County. To date, the Spray to Drip Program has converted approximately 2.3 million square feet of standard spray irrigation to drip irrigation.
Landscape Design and Landscape Maintenance Assistance Programs	MWDOC	Ongoing	Ongoing	In December 2022, 27 landscape design packages and 5 landscape maintenance packages were delivered to MWDOC Turf Removal Program customers. To date, 664 landscape design packages and 202 landscape maintenance packages have been delivered to MWDOC Turf Removal Program customers.
Industrial Process/ Water Savings Incentive Program (WSIP)	MWDSC	Ongoing	Ongoing	This program is designed to improve water efficiency for commercial customers through upgraded equipment or services that do not qualify for standard rebates. Incentives are based on the amount of water customers save and allow customers to implement custom water-saving projects.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Industrial Process/ Water Savings Incentive Program (WSIP) cont.				Total water savings to date for the entire program is 1,291 AFY and 6,367 AF cumulatively.
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water. To date, 183 sites, irrigating a total of 1,676 acres of landscape, have been converted. The total potable water savings achieved by these projects is 3,692 AFY and 22,242 AF cumulatively.

Public & Governmental Affairs Activities Report

December 28, 2022 – January 31, 2023

Community and Member Agency Relations	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Provided a 2023 Water Awareness Poster Contest Media/Tool kit to our member agencies and education partners • Met with Girl Scouts of Orange County to discuss water-centric learning opportunities for girl scouts <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> • Circulated a Notice of Funding Opportunity to all member agencies for the Bureau of Reclamation's, WaterSMART: Water Recycling and Desalination Planning grant funds • Circulated the monthly Grants Tracking and Acquisition report to all member agencies with projects on the tracking list • Attended the ACC-OC Water, Energy, and Environment Committee meeting • Shared information from the California Energy Commission release of funding for zero emission commercial vehicle grants • Attended the ACC-OC Legislative and Regulatory Committee meeting • Attended the South Orange County Economic Coalition's monthly meeting focusing on western water
Education	<p>Public Affairs Staff</p> <ul style="list-style-type: none"> • Announced 2023 MWDOC Water Awareness Poster Contest for Orange County K-12 students, sent 2023 Contest announcement to past participants, teachers, libraries, Boys & Girls clubs, and other OC learning centers • Gathered interest for the Metropolitan Water District of Southern California's Water Engineering for Good (WE4G) STEM competition • Hosted the Water Energy Education Alliance (WEEA) Leadership Roundtable #13 • Coordinated translation of WEEA Water and Energy recruitment brochures into eight (8) additional languages— Spanish, Chinese, Vietnamese, Korean, Armenian, Tagalog, Farsi, and Russian • Provided information regarding the MWDOC K-12 Choice School Programs to Moulton Niguel Water District, City of Brea, City of Anaheim • Attended grade 3-5 presentations at Malcolm Elementary School with Moulton Niguel Water District representative • Provided information regarding the 2023 MWDOC Water Awareness Poster Contest to MWDOC K-12 Choice School Program contractors for distribution • Shared the California Environmental Education Foundation (CEEF) Teacher Institute training opportunity with Orange County teachers • Participated in the Orange County Community Foundation's quarterly Workforce Development Initiative meeting

Media Outreach and Distribution	<p>Public Affairs Staff</p> <ul style="list-style-type: none"> • Prepared and distributed content for social media • Distributed weekly news digests to MWDOC managers and Board • Distributed weekly Association of Metropolitan Water Agencies (AMWA) Monday briefings for member agencies • Prepared and distributed news release on the passing of General Manager Rob Hunter • Prepared and distributed news release on the Appointing of Director Karl Seckel to Metropolitan's board <ul style="list-style-type: none"> ○ Updated the website and briefing papers to reflect the appointment of Director Seckel • Prepared and submitted the following article to Association of California Water Agencies News: <ul style="list-style-type: none"> • https://www.acwa.com/news/mwdocs-annual-water-awareness-poster-contest-underway/ • https://www.acwa.com/news/mwdoc-appoints-director-seckel-to-metropolitan-board/ • Coordinated and facilitated various news stories including KCAL's 1.11.23 drought story featuring Director Seckel.
Special Projects	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Coordinated and attended an inspection trip to the Colorado River Aqueduct for 25 Orange County and San Diego Residents, hosted by Director Dennis Erdman from MWDOC and Director Tim Smith from San Diego County Water Authority • Prepared and distributed the First and Second Invites for the MWDOC Water Policy Forum & Dinner on February 9, 2023, featuring Adán Ortega • Prepared and sent WUE the EPA Water Sense Social Media posts that promoted Water Sense campaigns <p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Assisted with the drafting and dissemination of the ISDOC Quarterly Meeting invitation • Staffed the ISDOC Executive Committee meeting • Staffed the WACO meeting on earthquake response and preparedness • Distributed a Call for Candidates for two vacancies on the ISDOC Executive Committee • Made updates to the ISDOC distribution lists • Staffed the WACO Planning Committee meeting • On behalf of ISDOC, reached out to OCTA to invite them to speak at an upcoming meeting • Prepared the agenda for the ISDOC Quarterly meeting • Staffed the ISDOC Quarterly Membership Meeting featuring speaker Brooke Staggs

Legislative Affairs	<p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> • Met with Director Crane to review MWDOC's legislative principles and priorities • Prepared and filed the quarterly lobbying report with the Secretary of State's office • Attended a webinar discussion and review of the Natural Resources Agency state budget update in the newly released Governor's budget • Participated in the CMUA Regulatory and Legislative Committee meetings • Participated in the ACWA Infrastructure Working Group meeting • Met with staff from Senator Catherine Blakespear's office to introduce ourselves and share information about the WEROC EOC project • Met with Lana Haddad from Metropolitan to discuss upcoming legislative priorities and coordinate potential meetings • Participated in the Cal-Desal Legislative Committee meeting • Compiled information for Director Ackerman on current and prior water bill proposals • Participated in CMUA's Big and Bold Water Bill Strike Team weekly meetings • Attended the CSDA Legislative Committee Meeting • Participated in a meeting with Charles Busslinger and Sara Tucker with Don Barnett, Executive Director of the Colorado River Salinity Control Board • Attended the ACWA Federal Affairs Committee meeting
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