

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATIONS COMMITTEE
18700 Ward Street, Conf. Room 101, Fountain Valley, CA 92708
April 1, 2024, 8:30 a.m.

Teleconference Site:
25652 Paseo De La Paz
San Juan Capistrano, CA 92675

(Members of the public may attend and participate in the meeting at both in-person locations.)

This meeting will be held in person at 18700 Ward Street, Fountain Valley, California, 92708 (Conference Room 101). As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

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 Seckel, Chair
Director Yoo Schneider
Director Dick

Staff: H.De La Torre, J. Berg, V. Osborn,
T. Dubuque, D. Micalizzi, H. Baez,
M. Baum-Haley, C. Busslinger,
T. Baca

Ex Officio Member: President McVicker

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 website, accessible at <http://www.mwdoc.com>.

DISCUSSION ITEMS

1. UPDATE ON THE CONSERVATION AS A WAY OF LIFE STANDARDS

ACTION ITEMS

2. ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION (OC LAFCO) SPECIAL DISTRICT MEMBER SEAT – ELECTION
3. LPR AGREEMENT BETWEEN METROPOLITAN, MWDOC, AND SOUTH COAST WATER DISTRICT FOR THE DOHENY OCEAN DESALINATION PROJECT
4. AWARD OF CONSULTING CONTRACT FOR UPDATING THE 2025 HAZARD MITIGATION PLANS FOR COMPLIANCE WITH THE AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)

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. CONTINUATION OF THE GARDENSOFT WEBSITE IN SUPPORT OF ALL LANDSCAPE WATER USE EFFICIENCY PROGRAMS
6. PUBLIC AFFAIRS HIGHLIGHTS
7. QUARTERLY MWDOC K-12 CHOICE SCHOOL PROGRAMS UPDATE
8. SPEAKERS BUREAU QUARTERLY REPORT
9. DEPARTMENT ACTIVITIES REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Public and Government Affairs
10. REVIEW OF ISSUES RELATED TO PLANNING OR ENGINEERING PROJECTS, WEROC, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, PUBLIC AFFAIRS PROGRAMS AND EVENTS, PUBLIC INFORMATION PROJECTS, PUBLIC INFORMATION CONSULTANTS, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

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

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



DISCUSSION ITEM

April 1, 2024

TO: Board of Directors

FROM: **Harvey De La Torre, General Manager**
Staff Contact: J. Berg, Director of Water Use Efficiency

SUBJECT: Update on the Conservation as a Way of Life Standards

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

In 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668 to establish new standards for improvements in water conservation known as Making Conservation a California Way of Life. These companion bills direct the State Water Resources Control Board (Water Board) to adopt long-term volumetric standards for the efficient use of water and performance measures for commercial, industrial, and institutional water use. Volumetric standards have already been adopted for indoor residential water use and for distribution system water loss through AB 1175 and SB 555, respectively.

The following provides a chronology of events leading to the adoption of the Making Conservation a California Way of Life Standards (Standards):

- On August 18, 2023, the Water Board formally started the one-year rule making process to adopt the Making Conservation a California Way of Life Standards for residential outdoor water use, dedicated irrigation meter water use, and commercial, industrial, and institutional performance measures.
- On September 5, 2023, staff provided the Planning & Operations Committee Meeting a presentation summarizing the Water Board's staff recommendations

Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount: N/A	Core: <input type="checkbox"/>	Choice: <input checked="" type="checkbox"/>
Action item amount: N/A		Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

for Making Conservation a California Water of Life. The Water Board held a public hearing on October 4, 2023, where Water Board staff presented their recommendations and began receiving public comments. The comment period remained open until October 17, 2023.

- Through November and December 2023, Water Board staff hosted 21 stakeholder meetings with five focused working groups to better understand and address concerns raised about the draft regulatory proposal released on August 18, 2023.
- On January 24, 2024, Charlotte Ely presented the regulatory proposal to the MWDOC-OCWD Joint Board Meeting and responded to a number of questions and comments.
- On March 12, 2024 the Water Board released updated documents, including a Notice of Changes to the Proposed Regulation, that incorporated changes to the proposed Standards and started a second 15-day comment period. This comment period closes March 27, 2024.
- The Water Board also held a workshop on March 20, 2024 with all five Board members to present the updated Standards and receive stakeholder comments.
- This was followed by a staff-level workshop on March 25 to give stakeholders another opportunity to ask detailed questions and receive clarifying answers.
- The Water Board is planning to update the Standards language one last time using comments submitted by the March 27, 2024 deadline.
- The Water Board will release the revised Standards recommendations in late-spring to early-summer 2024 for one final review and comment period.
- The Water Board plans to adopt the final Standards by August 2024.
- The adopted Standards would become effective January 1, 2025.

The documentation for the rule making process can be accessed here:

https://www.waterboards.ca.gov/conservation/regs/water_efficiency_legislation.html#reg-docs

On April 1, 2024, MWDOC staff will provide the Planning & Operations committee a presentation summarizing the recent changes to the proposed Standards released on March 12, 2024. This presentation will be posted to the MWDOC website prior to the Committee meeting.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|--|---|
| <input checked="" type="checkbox"/> Clarifying MWDOC's mission and role; defining functions and actions. | <input type="checkbox"/> Work with member agencies to develop water supply and demand objectives. |
| <input type="checkbox"/> Balance support for Metropolitan's regional mission and Orange County values and interests. | <input type="checkbox"/> Solicit input and feedback from member agencies. |
| <input checked="" type="checkbox"/> Strengthen communications and coordination of messaging. | <input type="checkbox"/> Invest in workforce development and succession planning. |

List of Attachments/Links:

Attachment 1: Power Point presentation summarizing the recent changes to the proposed Conservation as a California Way of Life Standards – This presentation will be posted to the MWDOC website prior to the Committee meeting.

Link 1: The documentation for the rule making process can be accessed here:
https://www.waterboards.ca.gov/conservation/regs/water_efficiency_legislation.html#reg-docs



ACTION ITEM

April 3, 2024

TO: Board of Directors

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

Harvey De La Torre, General Manager

Staff Contact: Heather Baez, Director of Governmental Affairs

SUBJECT: ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION (OC LAFCO) SPECIAL DISTRICT MEMBER SEAT - ELECTION

STAFF RECOMMENDATION

Staff recommends the Board of Directors:

- Review and discuss potential nominations to OC LAFCO;
- Authorize President McVicker and an alternate to vote in the appointment process; and
- Direct staff to submit the appropriate forms to OC LAFCO by the deadlines outlined.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The terms of office for OC LAFCO's Special District member (currently held by Mesa Water District Board Member Jim Fisler) will expire on June 30, 2024.

Nominations and/or Declaration of Qualification to Vote must be submitted to OC LAFCO by 4:00 p.m. by Monday, April 15, 2024.

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount:	Core: <input checked="" type="checkbox"/>	Choice: <input type="checkbox"/>
Action item amount: n/a		Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Appointment Process Schedule for OC LAFCO Regular Special District Member Seat Expiring June 30, 2024	
DATE	EVENT
March 11, 2024	OC LAFCO Executive Officer emails nomination form and Declaration of Qualification to Vote to each independent special district presiding officer (c/o the clerk of the district) and general manager.
April 15, 2024 (by 4:00 PM)	Submission of a nomination (if applicable) and Declaration of Qualification to Vote are due to OC LAFCO by 4:00 p.m.*
May 6, 2024	Ballot is emailed to each special district presiding officer or designee (c/o the clerk of the district).
June 10, 2024 (by 4:00 PM)	Ballots are due to OC LAFCO by 4:00 p.m.
June 17, 2024	OC LAFCO staff (or designee) tabulates ballots and announces results.
July 10, 2024	Oath of office administered at the Commission Regular Meeting.

**** Pursuant to Government Code Section 56332(f)(2), at the end of the nominating period, if only one candidate is nominated for the vacant seat, that candidate shall be deemed appointed.***

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|--|---|
| <input checked="" type="checkbox"/> Clarifying MWDOC's mission and role; defining functions and actions. | <input type="checkbox"/> Work with member agencies to develop water supply and demand objectives. |
| <input type="checkbox"/> Balance support for Metropolitan's regional mission and Orange County values and interests. | <input type="checkbox"/> Solicit input and feedback from member agencies. |
| <input type="checkbox"/> Strengthen communications and coordination of messaging. | <input type="checkbox"/> Invest in workforce development and succession planning. |

BOARD OPTIONS

Option #1:

- Review and discuss potential nominations to OC LAFCO; and
- Authorize President McVicker and an alternate to vote in the appointment process; and
- Direct staff to submit the appropriate forms to OC LAFCO by the deadlines outlined.

Fiscal Impact: None

Option #2: Take no action

Fiscal Impact: None

List of Attachments/Links:
<p><i>Attachment 1:</i></p> <ul style="list-style-type: none">• OC LAFCO Alternate Special District Appointment Announcement Process Letter• Declaration of Qualification to Vote• 2024 Nomination Form

REGULAR MEMBERS

CHAIR
Donald P. Wagner
County Member

VICE CHAIR
Wendy Bucknum
City Member

IMMEDIATE PAST CHAIR
Douglass Davert
Special District Member

James Fisler
Special District Member

Derek J. McGregor
Public Member

Bruce Whitaker
City Member

VACANT
County Member

ALTERNATES

Kathryn Freshley
Special District Member

Carol Moore
City Member

Lou Penrose
Public Member

VACANT
County Member

STAFF

Carolyn Emery
Executive Officer

Scott Smith
General Counsel

March 11, 2024

TO: Independent Special District, Presiding Officer
(Delivered by email: c/o Clerk of the District)

FROM: Carolyn Emery, Executive Officer

SUBJECT: Nomination Period and Appointment Process for the OC
LAFCO Regular Special District Member Seat

The nomination period for the Orange County Local Agency Formation Commission (OC LAFCO) Regular Special District Member seat is now open. The OC LAFCO Executive Officer will accept nominations for this seat from **March 11 through April 15, 2024**. The current term for this seat expires June 30, 2024.

The appointment process for the OC LAFCO special district seat is governed by Government Code Section 56332 and the Independent Special District Selection Committee Bylaws. In accordance with the statute and the Committee's Bylaws, the appointment process is conducted by mailed ballot and attached to this notification are the following:

(1) The **"Declaration of Qualification to Vote"** for designating the authorized regular voting member and alternate voting member, if applicable, of your district for this appointment process. This form must be returned to OC LAFCO no later than **4:00 p.m., Monday, April 15, 2024**. Please note, in accordance with the Independent Special District Selection Committee Bylaws, if OC LAFCO does not receive the form by this date, your district will be ineligible to vote; and

(2) The **"2024 Nomination Form"** for submitting a candidate's name for the OC LAFCO Regular Special District Member seat. If your district is nominating a candidate, the form must be filled out completely and returned to OC LAFCO by **4:00 p.m., Monday, April 15, 2024**. Candidate resumes or other supplemental information may be attached to the nomination form, and these materials will be distributed with the ballot.

Completed declaration and nomination forms may be submitted to OC LAFCO electronically or by USPS mail at:

Electronically:

Email: ccarter-benjamin@oclafco.org

USPS Mail:

Orange County Local Agency Formation Commission
Attention: Cheryl Carter-Benjamin, Commission Clerk
2677 North Main Street, Suite 1050
Santa Ana, CA 92705

For your reference, the schedule of key dates for the appointment process is shown below:

<i>Appointment Process Schedule for OC LAFCO Regular Special District Member Seat</i>	
ACTION	DATE
LAFCO Executive Officer emails notification letter with nomination and Declaration of Qualification to Vote forms to independent special district presiding officers (c/o district clerk) and general managers.	March 11, 2024
Deadline for submitting nomination and declaration forms to OC LAFCO by 4:00 p.m.*	April 15, 2024 (4 PM)
Ballots emailed to special district presiding officers/designees (c/o district clerk).	May 6, 2024
Ballots due to OC LAFCO by 4:00 p.m.	June 10, 2024 (4 PM)
OC LAFCO staff (or designee) tabulates ballots and announces results.	June 17, 2024
Oath of Office Administered.	July 10, 2024 (Commission Hearing)
<i>* Pursuant to Government Code Section 56332(c)(1), if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected with no further proceedings.</i>	

Should you have any questions on this matter, you may contact OC LAFCO Commission Clerk Cheryl Carter-Benjamin at (714) 640-5100 or by email at ccarter-benjamin@oclafco.org.

Attachments:

1. Declaration of Qualification to Vote
2. 2024 Nomination Form – Regular Special District Member Seat

cc: Special District General Managers



DECLARATION OF QUALIFICATION TO VOTE

Robert McVicker Presiding Officer

Municipal Water District of Orange County

I, _____,* hereby attest that
_____** has been authorized by the Board of
_____ to vote in the OC LAFCO Special
District Selection Committee election as the regular voting member.

The Board also designated _____** as the alternate voting
member.

Name and Title*: _____

Signature*: _____

Date*: _____

** Declaration MUST be completed and signed by either Board President or Board Secretary.*

*** Must be a member of the Board.*

In accordance with the Independent Special District Selection Committee Bylaws, completed declarations must be received by OC LAFCO by 4:00 PM, Monday, April 15, 2024. Declarations may be submitted electronically by email or USPS mail at:

(1) Email: ccarter-benjamin@oclafco.org

(2) USPS Mail: Orange County Local Agency Formation Commission
2677 North Main Street, Suite 1050
Santa Ana, CA 92705
Attn: Cheryl Carter-Benjamin



Orange County Local Agency Formation Commission (OC LAFCO)

2024 NOMINATION FORM

NOMINEE INFORMATION FOR REGULAR SPECIAL DISTRICT MEMBER SEAT:

NAME: _____

TITLE: _____

DISTRICT: _____

☐ Check box if resume or statement of qualifications is attached.

SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION (*Must be the presiding officer or a designated alternate board member.*)

NAME: _____ DATE: _____

SIGNATURE: _____

TITLE: _____

DISTRICT: _____

A resume or other supplemental information about the nominee may be included and will be distributed with the ballot. The completed nomination form and any supplemental information must be returned to OC LAFCO by **4:00 p.m., Monday, April 15, 2024** and may be submitted electronically **or** by USPS to:

▪ **Electronically**

Email: ccarter-benjamin@oclafco.org

▪ **USPS Mail**

Orange County Local Agency Formation Commission
Attention: Cheryl Carter-Benjamin, Commission Clerk
2677 North Main Street, Suite 1050
Santa Ana, CA 92705

Nomination forms or candidate information received after the deadline will not be considered in part to the nomination process conducted by OC LAFCO.



ACTION ITEM

April 3, 2024

TO: Board of Directors

FROM: Harvey De La Torre, General Manager

Staff Contact: Melissa Baum-Haley, Director of MET Issues & Policy
Alex Heide, Sr. Water Resources Analyst

SUBJECT: LRP Agreement between Metropolitan, MWDOC, and South Coast Water District for the Doheny Ocean Desalination Project

STAFF RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager to execute the Local Resources Program agreement with the Metropolitan Water District of Southern California and South Coast Water District generally in the form as attached for the Doheny Ocean Desalination Project, subject to review and approval by Legal Counsel of any final agreement changes.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

In June of 2022, South Coast Water District (SCWD) submitted a Local Resources Program (LRP) application through MWDOC to the Metropolitan Water District for the Doheny Ocean Desalination Project (Project). Metropolitan staff reviewed the application and developed a LRP agreement for consideration by both MWDOC and SCWD prior to consideration by Metropolitan's Board. As the Metropolitan member agency, MWDOC's approval is required before Metropolitan's Board may consider the Project; the Metropolitan Board approval is scheduled for the April 9, 2024, Metropolitan Board meeting.

The Project would help Metropolitan increase regional water supply reliability, reduce future demands for imported water supplies, and achieve its Integrated Water Resources Plan (IRP) goals. The project would also provide SCWD with additional local reliability and

Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount:	Core: <input type="checkbox"/>	Choice: <input type="checkbox"/>
Action item amount:		Movement between funds: <input type="checkbox"/> Yes <input type="checkbox"/> No	

resilience in an area of the system that is highly reliant on Metropolitan with limited local water supply resilience.

Project Overview

The Project is a 5 million gallons per day (5,600 AFY) ocean water desalination facility in Dana Point, California, near Doheny State Beach. The project will primarily be located on approximately 10 acres at SCWD's San Juan Creek Property.

The Project's source water is from subsurface intake slant wells drilled at an angle beneath Doheny State Beach. The slant wells will be fully buried beneath the ocean floor to ensure the full protection of marine life. Additional facilities that will be constructed as part of the Project include, a raw ocean water conveyance pipeline, seawater desalination facility, and associated distribution infrastructure. A brine disposal system would utilize the existing San Juan Creek Ocean Outfall to return brine and treated process waste streams to the ocean. This would be achieved in part through blending in the outfall pipe with the existing wastewater stream from the J.B. Latham Wastewater Treatment Plant and other regional facilities.

On June 27, 2019 SCWD adopted the Final Environmental Impact Report for the Project, complying with the California Environmental Quality Act (CEQA). The Project has received all necessary permits, including a National Pollutant Discharge Elimination System (NPDES) Permit, Conditional Coastal Development Permit, and General Land Lease from the State Lands Commission. Additionally, SCWD's Project will be the first fully compliant ocean desalination project to use the California Ocean Plan's preferred technologies of both subsurface intake and co-mingled brine discharge.

LRP Funding

Metropolitan's FY24-25 and FY25-26 budget is still accepting applications for LRP project consideration. As proposed, the biennial budget assumes all new projects would be funded in future budgets, subject to Board approval. This is consistent with both the prior biennial budget and Metropolitan's LRP process, where projects have four years to complete construction before producing water and receiving LRP incentives.

As outlined in the attached draft agreement, SCWD has selected LRP incentive Option 2, which provides an incentive amount of up to \$475 per AF for 15 years. This could garner a total of up to \$39,900,000 based on actual production. Of note, the Project production is required to continue after the initial 15 years even though no LRP financial incentives will be provided by Metropolitan during the last 10 years of the Agreement term.

LRP Agreement Key Terms

The Project complies with LRP criteria adopted by the Metropolitan Board on October 13, 2014. Key terms of the proposed agreement (attached), subject to approval in form by Legal Counsel, include the following:

1. Agreement term is 25 years for a contract yield of 5,600 AFY.

2. Pay for performance – LRP financial incentives are only for water delivered by the Project for beneficial use.
3. Sliding Scale incentives up to \$475 per AF, calculated annually based on actual project unit costs that exceed Metropolitan's prevailing water rate over 15 years.
4. Termination for nonperformance if construction does not commence, or if water deliveries are not realized, in accordance with program performance provisions.
5. Reduction in Metropolitan's contract commitment if the Project falls short of production targets measured in four-year intervals throughout the Agreement term.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|--|--|
| <input type="checkbox"/> Clarifying MWDOC's mission and role; defining functions and actions. | <input checked="" type="checkbox"/> Work with member agencies to develop water supply and demand objectives. |
| <input type="checkbox"/> Balance support for Metropolitan's regional mission and Orange County values and interests. | <input type="checkbox"/> Solicit input and feedback from member agencies. |
| <input type="checkbox"/> Strengthen communications and coordination of messaging. | <input type="checkbox"/> Invest in workforce development and succession planning. |

Additional Comments:

BOARD OPTIONS

Option #1: The Board of Directors authorize the General Manager to execute the final LRP Agreement with Metropolitan and SCWD generally in the form as attached for SCWD's Doheny Ocean Desalination Project, for up to 5,600, subject to review and approval by Legal Counsel of any final agreement changes.

Fiscal Impact: No fiscal impact to MWDOC directly. Would provide incentive amount up to \$475 per AF to one of our member agencies.

Option #2: Do not authorize execution of an agreement for the Project.

Fiscal Impact: None.

List of Attachments/Links:
<p>Attachment 1: Draft Local Resources Program Agreement between Metropolitan, MWDOC, and South Coast Water District for the Doheny Ocean Desalination Project.</p> <p>Attachment 2: MWDOC Support Position for The Doheny Ocean Desalination Project</p>

AGREEMENT NO. xxxxxx
DOHENY OCEAN DESALINATION PROJECT
2014 LOCAL RESOURCES PROGRAM AGREEMENT
BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, AND
SOUTH COAST WATER DISTRICT

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Exhibits

- Exhibit A (Project Description)
- Exhibit B (Annualized Capital Component)
- Exhibit C (Operation and Maintenance Component)
- Exhibit D (Performance Provisions)
- Exhibit E (MWD Administrative Code Section 4401(c))
- Exhibit F (Payment and Reimbursement Provisions)

AGREEMENT NO. xxxxxx
DOHENY OCEAN DESALINATION PROJECT
2014 LOCAL RESOURCES PROGRAM AGREEMENT
BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, AND
SOUTH COAST WATER DISTRICT

THE EFFECTIVE DATE OF THIS AGREEMENT (Agreement) is Month Day, 2024 by and among The Metropolitan Water District of Southern California (Metropolitan), Municipal Water District of Orange County (MWDOC), and the South Coast Water District (SCWD). Metropolitan, MWDOC, and SCWD may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

- A. Metropolitan’s Board of Directors, at its October 2014 meeting, established terms and conditions for the 2014 Local Resources Program (LRP) for local resource development projects within Metropolitan’s service area for the purposes of improving regional water supply reliability. The 2014 LRP Program provides three LRP incentive payment structure options to choose from: (1) sliding scale incentives up to \$340/AF over 25 years, (2) sliding scale incentives up to \$475/AF over 15 years, or (3) fixed incentive up to \$305/AF over 25 years. Under option 2, the projects must continue to produce for 25 years, even when LRP payments are reduced to zero after 15 years. If an agency fails to comply with this provision, Metropolitan may, at its sole discretion, require reimbursement for a portion of the previous LRP payments toward the Project.
- B. SCWD has chosen option 2 for this Project (defined below).
- C. Metropolitan is a public agency organized and existing under the Metropolitan Water District Act (Act) Statutes 1969, ch.209, as amended, [§§109.1 et seq. of the Appendix to the West’s California Water Code] to transport, store and distribute water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, within the State of California.
- D. The Act empowers Metropolitan to acquire water and water rights within or without the state; develop, store and transport water; provide, sell and deliver water at wholesale for municipal and domestic uses and purposes; set the rates for water; and acquire, construct, operate and maintain any and all works, facilities, improvements and property necessary or convenient to the exercise of the powers granted by the Act.
- E. MWDOC is a public agency organized and existing under the Municipal water District Law of 1911, and empowered to enter into contracts necessary to carry out its powers and purposes.

- F. MWDOC, as a member public agency of Metropolitan under the Act, is a wholesale purchaser within its service area of water developed, stored, and distributed by Metropolitan.
- G. SCWD is a public agency organized and existing under the County Water District Law codified at Division 12 of the California Water Code, and empowered to enter into contracts necessary to carry out its powers and purposes.
- H. SCWD is a member agency of MWDOC and provides retail water and recycled water services within its service area.
- I. Metropolitan's mission is to provide its service area with adequate and reliable water to meet present and future needs in an environmentally and economically responsible way.
- J. SCWD seeks to enhance its local water supplies and reduce reliance on imported water by providing a direct replacement of potable water with Desalinated Seawater.
- K. SCWD is constructing facilities collectively known as the "Doheny Ocean Desalination Project" (Project) to deliver up to 5,600 acre-feet per year of Desalinated Seawater for potable uses within its service area, within local agency service areas, and/or as a water exchange within Metropolitan's service area and requires Metropolitan's financial incentives to complete and operate the Project. The planned capacity of 5 MGD for the Project calculates directly to an annual volume of 5,600 AF. Although the Project will anticipate a minimum online percentage of 95%, equating to a minimum annual delivery of 5,321 AF, it is planned and required that the Project will be capable of producing and distributing 5,600 AF per Year for use by its End Users. Therefore, the value of 5,600 AFY is being proposed as the Allowable and Ultimate Yield.
- L. Metropolitan, MWDOC, and SCWD have determined that it is mutually beneficial for local water projects originating in the service area of SCWD to be developed as a supplement to Metropolitan's imported water supplies in order to meet future water needs.
- M. Metropolitan in accordance with the LRP desires to assist in increasing use of local water supplies by providing a financial incentive to SCWD to implement the Project.
- N. MWDOC and SCWD believe that Metropolitan's continued financial contribution toward the cost of the Project will make Project operation economically viable, and both agencies are committed to implementation of the Project.
- O. Metropolitan's LRP and the provisions for financial incentives are premised upon, and require verification of, actual costs for delivering Desalinated Seawater from the Project.
- P. The Parties believe the development of Desalinated Seawater by the Project will benefit the local community within SCWD, MWDOC, and the region served by Metropolitan.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

Section 1: Definitions

The following words and terms, unless otherwise expressly defined in their context, shall be defined to mean:

- 1.1 “Allowable Yield” shall mean the amount of Desalinated Seawater delivered to End Users by SCWD from the Project in a Fiscal Year that is eligible to receive Metropolitan’s financial assistance. Allowable Yield shall be used for potable uses either through direct and indirect deliveries to End Users or via water exchange to End Users within Metropolitan’s service area. Allowable Yield shall not exceed Ultimate Yield and shall exclude Desalinated Seawater that Metropolitan reasonably determines will not reduce MWDOC’s or SCWD’s demand for Metropolitan’s imported water. Unless otherwise approved in writing by Metropolitan, Allowable Yield shall exclude: (1) Desalinated Seawater provided by existing projects, (2) Allowable Yield from other projects with active or terminated LRP or Local Projects Program agreements; (3) groundwater, surface water, or potable water deliveries to supplement the Desalination facility; (4) Desalinated Seawater delivered to environmental and recreational impoundments; (5) disposed Desalinated Seawater; and (6) brine generated by the Project.
- 1.2 “End User” shall mean each user that purchases Allowable Yield furnished by this Project within SCWD’s service area, within local water agency service areas, and/or within Metropolitan’s service area.
- 1.3 “Estimated LRP Contribution” shall mean the advanced financial contribution in dollars per acre-foot, not to exceed \$475 per acre-foot, Metropolitan pays for Allowable Yield to SCWD for monthly billing purposes until the Final LRP Contribution is calculated pursuant to procedures in Section 5. LRP payments are for up to 15 years after project starts operation but project must continue to produce for 25 years, even after LRP payments are reduced to zero after 15 years, subject to reimbursement provisions outlined in Exhibit F, incorporated herein by this reference.
- 1.4 “Final LRP Contribution” shall mean the financial contribution, not to exceed \$475 per acre-foot, by Metropolitan to the Project for Allowable Yield. The Final LRP Contribution for the Project is equal to the Project Unit Cost minus Metropolitan’s prevailing full service treated water rate as defined in Exhibit E attached hereto and incorporated herein by this reference.
- 1.5 “Fiscal Year” shall mean a Metropolitan Fiscal Year which begins on July 1 and ends on June 30 of the following calendar year.
- 1.6 “Project” shall mean the Doheny Ocean Desalination Project, as defined in Exhibit A attached hereto and incorporated herein by this reference, being developed by SCWD to deliver the Ultimate Yield. SCWD shall notify Metropolitan prior to making any changes to the Project that impact projected Allowable or Ultimate Yield capacity. Metropolitan shall inform SCWD of Metropolitan’s decision to include or exclude the Project change to this Agreement.

- 1.7 “Project Unit Cost” shall mean the actual cost to produce and distribute an acre-foot of Desalinated Seawater by the Project and is comprised of an Annualized Capital Component and an Operation and Maintenance Component, as specified in Exhibits B and C attached hereto and incorporated herein by this reference.
- 1.8 “Desalinated Seawater” shall mean treated seawater which, subject to regulatory requirements, is suitable for beneficial uses.
- 1.9 “Recovered Water” shall mean all types of water including Desalinated Seawater, groundwater, or other water delivered for beneficial use to any users by the Project in a Fiscal Year.
- 1.10 “Ultimate Yield” is 5,600 acre-feet per Fiscal Year and subject to reduction provisions outlined in Exhibit D, incorporated herein by this reference.

Section 2: Representations and Warranties

- 2.1 SCWD warrants that it is able and has a right to sell Allowable Yield from the Project.
- 2.2 SCWD warrants that neither it nor any of its agents discriminate against employees or against any applicant for employment because of ancestry, creed, religion, age, sex, color, national origin, denial of family and medical care leave, marital status, medical condition, mental or physical disability (including HIV and AIDS), and further warrants that it requires all contractors and consultants performing work on the Project to comply with all laws and regulations prohibiting discrimination against employees or against any applicant for employment because of ancestry, creed, religion, age, sex, color, national origin, denial of family and medical care leave, marital status, medical condition, mental or physical disability (including HIV and AIDS).
- 2.3 SCWD warrants that it has or will comply with the provisions of the California Environmental Quality Act for each and all components of the Project.
- 2.4 SCWD represents and warrants that both 1) SCWD and 2) to SCWD’s knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury, including those parties named on OFAC’s Specially Designated Nationals and Blocked Persons List. SCWD is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any intentional or gross negligent violation of this section, Metropolitan shall be entitled to terminate this Agreement subject to Section 7.3(a) below, and take such other actions as are permitted or required to be taken under law or in equity.

Section 3: Ownership and Responsibilities

- 3.1 SCWD assumes all rights and responsibilities of the owner of the Project pursuant to this Agreement. Metropolitan and MWDOC shall have no ownership right, title, security interest or other interest in the Project.
- 3.2 SCWD shall be solely responsible for all design, environmental compliance, right-of-way acquisitions, permits, construction, and cost of the Project and all modifications thereof.
- 3.3 SCWD shall be solely responsible for ensuring the operation and maintenance of the Project, in accordance with all applicable local, state, and federal laws. Metropolitan and MWDOC shall have no rights, duties or responsibilities for operation and maintenance of the Project.
- 3.4 SCWD shall install, operate, and maintain metering devices for the purpose of measuring the quantity of Recovered Water and Allowable Yield delivered to each End User.
- 3.5 SCWD shall also provide electrical metering devices to accurately measure the energy used for the Project to determine incurred operation and maintenance costs. Metropolitan shall not pay for electrical energy costs if SCWD fails to install electrical metering devices.
- 3.6 SCWD shall at all times during the term of this Agreement, use its best efforts to ensure operation of the Project to maximize Allowable Yield on a sustained basis.
- 3.7 SCWD shall assist Metropolitan in its effort to forecast future Project production and cost.
- 3.8 SCWD shall notify and provide Metropolitan with a copy of relevant agreements and payments if SCWD decides to convey Project water to any party that is not an End User.

Section 4: Invoicing Process

- 4.1 SCWD shall notify Metropolitan in writing not less than 30 days prior to the start of Project operation. Before the first invoice, MWDOC, SCWD and Metropolitan shall meet to coordinate the Agreement administration requirements and to determine the Estimated LRP Contribution based on historical cost data and expected Project activities. After the first year of operation, the Estimated LRP Contribution will be determined during the annual reconciliation process pursuant to Section 5.
- 4.2 After the start of Project operation, SCWD shall invoice Metropolitan monthly for the Estimated LRP Contribution based upon Allowable Yield delivered during the previous month. Metropolitan shall pay SCWD for invoiced Estimated LRP Contribution by means of a credit included on the next monthly water service invoice issued to MWDOC in accordance with Metropolitan's Administrative Code.
- 4.3 Pursuant to Metropolitan's Administrative Code, invoices for Estimated LRP Contribution must be received by Metropolitan before 3:30 p.m. on the third working day

after the end of the month to receive credit for any preceding month on the next monthly water service invoices issued to MWDOC. Metropolitan will not pay for any invoiced Estimated LRP Contribution received more than six months following the end of any month in which a credit is claimed, and the Desalinated Seawater claimed in any such late invoice shall not be included in the Allowable Yield.

- 4.4 Metropolitan, MWDOC, and SCWD have entered into agreements for development of local water resources projects in addition to this Agreement. Each agreement contains specific terms and conditions to determine project yield, payment process, and project performance and any adjustments to contractual yield and incentive payments. Unless approved in writing by Metropolitan, these agreements are independent from each other and, therefore, the yield produced under one agreement shall not be used to fulfill the performance requirements under other agreements. These provisions shall also apply to all future incentive agreements between Metropolitan, MWDOC, and SCWD.

Section 5: Reconciliation Process

- 5.1 After the start of Project operation and by December 31 of each year, SCWD shall provide Metropolitan with the following reconciliation data for the previous Fiscal Year: (a) records of Recovered Water and Allowable Yield; (b) supporting documentation of the actual cost of the Project required to perform the calculations prescribed in Exhibits B and C; (c) records of water deliveries to End Users; (d) terms and schedule of payments of the Project's financing instruments; (e) a description of any changes to the Project's financing instruments; and (f) all contributions pursuant to Section 5.4.
- 5.2 If reconciliation data is not submitted by December 31 in accordance with Section 5.1, Metropolitan will assess a late penalty charge to SCWD as prescribed in Metropolitan's Administration Code, as amended, currently set at \$2,500, in Section 4507. Metropolitan may suspend its payment of Estimated LRP Contribution if SCWD fails to provide reconciliation data by the ensuing April 1. During the suspension period, SCWD shall continue to invoice Metropolitan for the Estimated LRP Contribution based upon the Allowable Yield for water accounting purposes. Metropolitan will resume payment of the monthly Estimated LRP Contribution once complete data is received and the corresponding reconciliation is complete pursuant to Section 5.3. In the event SCWD fails to provide reconciliation data by December 31 of the following Fiscal Year, which is 18 months after the end of the Fiscal Year for which a reconciliation is required, this Agreement shall automatically terminate without notice or action by any Party and SCWD shall repay Metropolitan all Estimated LRP Contributions for which no reconciliation data was provided within 90 days of termination.
- 5.3 Within 180 days after Metropolitan receives complete data from SCWD, pursuant to Section 5.1, Metropolitan shall calculate the Final LRP Contribution for the Fiscal Year. The Final LRP Contribution shall then apply retroactively to all Allowable Yield for the applicable Fiscal Year. An adjustment shall be computed by Metropolitan for over- or under-payment for the Allowable Yield and included on the next monthly water service invoice issued to MWDOC. As part of this reconciliation, Metropolitan shall also consult with SCWD to

determine the Estimated LRP Contribution for the following year based on historic cost data and expected Project activities.

- 5.4 The Parties agree that all contributions other than LRP incentives under this Agreement and contributions by MWDOC, including but not limited to grants provided by the U.S. Bureau of Reclamation and funding by private parties received prior to and during the term of this Agreement that offset eligible Project costs, shall be deducted from all respective cost components. During the reconciliation process, following receipt of such contributions, the Parties shall determine the equitable apportionment of such contributions for capital and/or operational purposes.

Section 6: Record Keeping and Audit

- 6.1 SCWD shall establish and maintain accounting records of all costs incurred for the construction, operation and maintenance, and replacement parts of the Project as described in Exhibits B and C. Accounting for the Project shall utilize generally accepted accounting practices and be consistent with the terms of this Agreement. SCWD's Project accounting records must clearly distinguish all costs for the Project from SCWD's other water production, treatment, and distribution costs. SCWD's records shall also be adequate to determine Allowable Yield and Recovered Water to accomplish all cost calculations contemplated in this Agreement.
- 6.2 SCWD shall establish and maintain accounting records of all contributions including grants that offset eligible Project capital costs, operation and maintenance costs, and/or replacement costs, as outlined in Section 5.4.
- 6.3 SCWD shall collect Recovered Water and Allowable Yield data for each Fiscal Year of Project operation and retain records of that data. In addition, SCWD shall collect and retain records of the total annual amount of water conveyed outside of SCWD's service area using Project facilities.
- 6.4 Metropolitan shall have the right to audit Project costs and other data relevant to the terms of this Agreement both during the Agreement term and for a period of three years following the termination of this Agreement. Metropolitan may elect to have such audits conducted by its staff or by others, including independent accountants, designated by Metropolitan. SCWD shall make available for inspection to Metropolitan or its designee, upon 30 days written advance notice, all records, books and other documents, including all billings and costs incurred by contractors, relating to the construction, operation and maintenance of the Project; any grants and contributions, as described in Exhibits B and C, and capital cost financing. Upon 30 days advance written notice and at Metropolitan's request, SCWD shall also allow Metropolitan's staff or its designee to accompany SCWD staff in inspecting SCWD's contractors' records and books for the purpose of conducting audits of Project costs.
- 6.5 In lieu of conducting its own audit(s), Metropolitan shall have the right to direct SCWD to have an independent audit conducted of all Project costs incurred in any Fiscal Year(s) pursuant to this Agreement. SCWD shall then have an audit performed for said Fiscal

Year(s) by an independent certified public accounting firm and provide Metropolitan copies of the audit report within six months after the date of the audit request. The cost of any independent audit performed under this Agreement shall be paid by SCWD and is an allowable Project operation and maintenance cost pursuant to Exhibit C.

- 6.6 SCWD shall retain an independent auditor satisfactory to Metropolitan to conduct an initial audit of the Project costs and accounting record keeping practices and submit the results to Metropolitan with the first reconciliation data as outlined in Section 5.
- 6.7 SCWD shall keep all Project records for at least ten consecutive years prior to each cost audit per Section 6. SCWD shall maintain audited records for three years after the audit. SCWD shall keep unaudited Project records for at least three years following the termination of this Agreement.
- 6.8 If an audit of SCWD's reported Project costs cannot be provided, then those costs are not eligible under this Agreement. Based on the results of the audit, any adjustment for over- or under-payment of Allowable Yield for each applicable Fiscal Year shall be completed by Metropolitan and included in Metropolitan's next invoice issued to MWDOC.

Section 7: Term and Amendments

- 7.1 The Agreement shall commence on the effective date of this Agreement and, except for the reconciliation and audit provisions, shall terminate 25 years after the date SCWD notifies Metropolitan that the Project has begun operation, subject to provisions outlined in Exhibit D. LRP payments are for up to 15 years after project starts operation but project must continue to produce for 25 years, even after LRP payments are reduced to zero after 15 years, subject to reimbursement provisions outlined in Exhibit F, incorporated herein by this reference. The provisions regarding reconciliation and audit shall remain in effect until three years after termination of the other terms of this Agreement.
- 7.2 This Agreement may be amended at any time by the written mutual agreement executed by each of the Parties.
- 7.3 In addition to the termination provisions provided for in Section 5.2 and Exhibit D, Metropolitan may terminate this Agreement, upon thirty (30) day notice to SCWD on the occurrence of one the following:
 - a. A material breach of this Agreement by any party other than Metropolitan provided that such other party shall have the opportunity to cure or commence to cure such breach within thirty (30) days of written notice of the breach from Metropolitan to the breaching party; or
 - b. Metropolitan is not required to make payments to SCWD pursuant to the terms of this Agreement for a five-consecutive year period subsequent to Project operation.
- 7.4 SCWD represents that it is represented by legal counsel, that it has reviewed this

Agreement and agrees that:

- a. This Agreement is legally enforceable against SCWD;

Section 8: Hold Harmless and Liability

8.1 Except for the sole negligence or willful misconduct of Metropolitan, MWDOC and SCWD agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and their respective Boards of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems) that arise out of or relate to MWDOC and SCWD's approval, construction, operation, repair or ownership of the Project, including any use, sale, exchange or distribution of Project water. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of Metropolitan.

8.2 MWDOC and SCWD shall include the following language in any agreement with any consultant or contractor retained to work on the Project:

"Except for the sole negligence or willful misconduct of Metropolitan, (Consultant) agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and their respective Boards of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems) that arise out of or relate to MWDOC'S or SCWD's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of Metropolitan."

Section 9: Notice

Any notice, payment or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or 24 hours after deposit in any United States post office, first class postage prepaid and addressed to the Party for whom intended, as follows:

If to Metropolitan:

The Metropolitan Water District of Southern California
Post Office Box 54153
Los Angeles, California 90054-0153
Attention: Manager, Water Resource Management

If to MWDOC:

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
18700 Ward Street
Fountain Valley, CA 92708
Attention: General Manager

If to SCWD:

SOUTH COAST WATER DISTRICT
31592 West Street,
Laguna Beach, CA, 92651
Attention: Rick Shintaku, General Manager

Any Party may change such address by notice given to each of the other Parties as provided in this section.

Section 10: Successors and Assigns

The benefits and obligations of this Agreement are specific to the Parties and are not assignable without the express written consent of Metropolitan. Any attempt to assign or delegate this Agreement or any of the obligations or benefits of this Agreement without the express written consent of Metropolitan shall be void and of no force or effect.

Section 11: Severability

The partial or total invalidity of one or more sections of this Agreement shall not affect the validity of this Agreement.

Section 12: No Third Party Beneficiary

This Agreement does not create, and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or any other form of organization or association of any kind that is not a party to this Agreement.

Section 13: Integration

This Agreement comprises the entire integrated understanding between the Parties concerning the Project, and supersedes all prior negotiations, representations, or agreements.

Section 14: Governing Law

The law governing this Agreement shall be the laws of the State of California and the venue of any action brought hereunder shall be in Los Angeles County, California. All parties shall bear their own costs and attorneys' fees in the event of any such action.

Section 15: Non-Waiver

No delay or failure by any Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing and need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

Section 16: Joint Drafting

All parties have participated in the drafting of this Agreement and have been represented by counsel at all times. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 17: Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein.

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[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first hereinabove written.

APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Marcia L. Scully
General Counsel

Adel Hagekhalil
General Manager

By: _____
Deputy General Counsel

By: _____
Deven N. Upadhyay
Assistant General Manager and Chief
Operating Officer

Date: _____

APPROVED AS TO FORM:

MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY

By: _____
Joseph Byrne
General Counsel

By: _____
Harvey De La Torre
General Manager

Date: _____

APPROVED AS TO FORM:

SOUTH COAST WATER DISTRICT

By: _____
Andrew B. Gagen
General Counsel

By: _____
Rick Shintaku
General Manager

Date: _____

EXHIBIT A

DOHENY OCEAN DESALINATION PROJECT

Overview

The Doheny Ocean Desalination Project (Project) will be owned and operated by South Coast Water District (SCWD). The Project is an ocean water desalination facility in Dana Point, California and located on approximately 10 acres at SCWD's San Juan Creek Property. SCWD will construct the Project with an initial capacity of up to 5 million gallons per day (MGD), or 5,600 acre-feet per year (AFY), with the potential for future expansion up to 15 MGD. SCWD only intends to pursue the Phase 1 Project (up to 5 MGD) at this time, and the larger potential future Project may be addressed at a programmatic level and will be considered for future needs.

The desalination treatment process begins by drawing in ocean water through sub-surface intake wells, pumping that water to the desalination facility, desalinating and treating the water, disposing of the resulting brine and solids, and distributing the potable water to customers within the MWDOC service area.

Project Facilities

The Project consists of a subsurface (buried) slant well water intake system drilled at an angle below the ocean floor, raw (ocean) water conveyance pipeline, a seawater desalination facility, brine disposal through an existing wastewater ocean outfall, solids handling facilities, power transmission facilities, renewable energy facilities, potable water storage, delivery to SCWD's distribution infrastructure located immediately adjacent to the desalination facility, and potential delivery to other MWDOC member agencies.

Source of Water

The source of raw water for the project is the Pacific Ocean via sub-surface intake. Blending water potentially provided by local water transmission facilities or the District's existing potable treatment production facilities may be considered during the design phase of the project to support water quality objectives.

Concentrate Waste Disposal

A concentrate (brine) disposal system would utilize the existing San Juan Creek Ocean Outfall to return brine and treated process waste streams to the ocean. This would be achieved in part through blending in the outfall pipe with the existing wastewater stream from the J.B. Latham Wastewater Treatment Plan and other regional facilities. Any residual solids, such as precipitated iron and/or manganese generated from the treatment process will be dewatered and hauled offsite for proper disposal.

Points of Connection

The Points of connection for the project include:

- New raw water (seawater) conveyance line to transport water from the subsurface slant well intake system to the facility site.
- Brine disposal to existing wastewater ocean outfall located on the facility site.
- Product water connection into local pipelines within MWDOC.

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EXHIBIT B

ANNUALIZED CAPITAL COMPONENT

1. The Annualized Capital Component shall be computed using only costs incurred by SCWD for the Project. The Annualized Capital Component shall be computed using costs for the following:
 - a. Design (including preliminary design) and construction management services.
 - b. Construction of Project, more particularly described in Exhibit A.
 - c. Agency administration of the Project design, construction, and start-up, not to exceed three (3) percent of construction costs unless otherwise approved in writing by Metropolitan.
 - d. Permits, including required data collection.
 - e. Land, right-of-way and easements for the Project described in Exhibit A.
 - f. Environmental documentation and mitigation measures directly related to the implementation or operation of the project and required to comply with applicable environmental permits and laws, including but not limited to the California Environmental Quality Act, National Environmental Policy Act, and the California and Federal Endangered Species Acts. Environmental documentation costs shall commence with the Notice of Preparation (NOP) and conclude with the filing of the Notice of Determination. Environmental documentation costs incurred prior to the NOP that are directly related to the environmental clearance of the Project may also be eligible, subject to review and approval by Metropolitan.
 - g. All contributions as outlined in Section 5.4 of this Agreement shall be treated as negative capital cost values for the purpose of computing the Annualized Capital Component.
 - h. The on-site retrofit costs, if paid by SCWD.
2. Cost of the following items shall not be used to calculate the Annualized Capital Component:
 - a. Storm drains, sewer collection systems, and treatment and distribution facilities beyond the Project's points of connection
 - b. Existing facilities, land, right-of-way, and easements
 - c. Feasibility studies, pilot plants, and demonstration plants
 - d. Deposit of any reserve funds required as a condition of financing

- e. Payments made to another department or element of MWDOC or SCWD, unless otherwise approved in writing by Metropolitan
- f. Public outreach, education, and water marketing activities including but not limited to preparing brochures and handout materials, training, meetings, and workshops
- g. All others costs not specified in Section 1 of this Exhibit, unless otherwise approved in writing by Metropolitan

3. Annualized Capital Cost (ACCost) in dollars per year shall be computed using the following procedure:

- a. For fixed-interest rate financing:

$$ACCost = CRF_1 \times P_1 + CRF_2 \times P_2 + \dots + CRF_j \times P_j$$

Where:

P_j is each portion of incurred capital cost for Project with a distinct financing arrangement.

CRF_j is the capital recovery factor for each distinct financing arrangement, as follows:

$$CRF_j = [i \times (1+i)^n] / [(1+i)^n - 1]$$

where:

i is the interest rate (%).

n is the term of financing (in years) commencing in the first Fiscal Year of Project operation. For all capital financing, cash expenditures, and grants and contributions received after the Project begins operation, annual payments shall be calculated, using above process, beginning in the Fiscal Year the costs occur.

j is the number of each separate financing element.

In the first Fiscal Year and Fiscal Year $n+1$ of production of Allowable Yield, each amortization for the calculation of ACCost shall be prorated by the number of days needed to achieve exactly n years of amortization following the first day of production of Allowable Yield.

- b. For variable-interest rate financing, annual payments shall be computed based on the actual payments made in the applicable Fiscal Year according to SCWD's financing documents. Any principal payments toward the Project capital cost

before the Project operation will be treated as cash. SCWD shall provide Metropolitan with the accumulated paid principal pursuant to Section 5.1.

- c. For fixed-interest rate financing with a non-uniform annual payment schedule, an economically-equivalent uniform annual payment schedule shall be calculated based on an “Internal Rate of Return” analysis to establish the annualized capital cost.
- d. Project capital costs not covered by a financing arrangement described above and all grants and contributions as defined in Section 5.3 shall be amortized over 25 years at an interest rate equal to the lesser of:
 - a) Metropolitan’s most recent weighted cost of long-term debt on June 30 in the year the capital expenditure occurred; or
 - b) The Fiscal Year average of the 25-bond Revenue Bond Index (RBI) as published in the Bond Buyer, or such other index that may replace the RBI, over the most recent Fiscal Year prior to the date the replacement cost was incurred.

All grants or contributions shall be amortized as negative capital cost values beginning in the year that money was received.

- e. After the first Fiscal Year of operation, only refinancing changes which lower the Annualized Capital Component shall be included in the Annualized Capital Component calculation of each subsequent Fiscal Year.
 - f. If the Project capital cost is part of a broad financing arrangement, annual payments shall be calculated by prorating the annual payments of the broad financing using the ratio of the Project capital cost to the initial principal of the broad financing arrangement.
4. The Annualized Capital Component (ACCom) in dollars per acre-foot for purposes of determining the Project Unit Cost each Fiscal Year shall be calculated using the following formula:

$$\text{ACCom} = \text{ACCost} / \text{Recovered Water}$$

EXHIBIT C

OPERATION AND MAINTENANCE COMPONENT

1. The Operation and Maintenance Component shall be computed using only costs incurred by SCWD and Contract Operator for the Project during the applicable Fiscal Year. (note: If the Project costs cannot be segregated from other projects or facilities, add appropriate language to prorate the costs or use a % of total costs for this Project.) The Operation and Maintenance Component shall be computed using only the following incurred costs:
 - a. Professional consulting services for Project operation, maintenance and audit, excluding daily Project operation.
 - b. SCWD and/or SCWD'S Contract Operator paid salaries only for plant operators and distribution system maintenance staff directly related to the operation and production of Allowable Yield will be eligible up to the following amount:

$$(\$TBD) \times (CPI / xxx.xxx)$$

Where, CPI is the All Urban Consumers Consumer Price Index published by the U.S. Bureau of Labor Statistics in July for Los Angeles, Riverside and Orange County, CA for July in the applicable Fiscal Year and xxx.xxx is the CPI published for July 202x.
 - c. Chemicals and supplies for Project operation and maintenance.
 - d. Net electrical energy (recovered energy shall be deducted from energy purchased) for Project operations. If the SCWD uses only one electric meter to measure the combined power usage of the project and other existing or future facilities, the electrical usage and costs for the Project must be prorated based on the total water deliveries measured by the Project and other facilities. Metropolitan shall not pay for electrical energy if SCWD fails to install electrical metering devices.
 - e. Contractor services and supplies for Project facilities, operation, maintenance and repair to maintain reliable system operation and achieve regulatory compliance.
 - f. Monitoring required by permits, including water quality sampling and analysis of Desalinated Seawater produced by the Project.
 - g. All contributions as outlined in Section 5.4 of this Agreement shall be treated as negative operation and maintenance cost values for the purpose of computing the Operation and Maintenance Component.
 - h. Replacement costs of Project parts.
2. Costs of the following items shall not be used to calculate the Operation and Maintenance Component:

- a. Operation and maintenance of any facilities beyond the Project's points of connection.
 - b. Payments made to another department or element of MWDOC or SCWD, unless otherwise approved in writing by Metropolitan.
 - c. Public outreach, education, and water marketing activities including but not limited to preparing brochures and handout materials, training, meetings, and workshops for facilities exclusive of the Project.
 - d. Fines, penalties, settlements, or judgments due to Project operation.
 - e. All others costs not specified in Section 1 of this Exhibit, unless otherwise approved in writing by Metropolitan.
3. The Annualized Operation and Maintenance Component (O&MC) in dollars per acre-foot for purposes of determining the actual Project Unit Cost each Fiscal Year shall be calculated using the following formula:

$$\text{O\&MC} = (\text{Actual Annual Cost of O\&M}) / (\text{Recovered Water})$$

EXHIBIT D

PERFORMANCE PROVISIONS

(Note: the following dates are based on agreement being signed in FY 20/21. They must be undated if the agreement is signed in future years. For example, if the agreement will be signed in FY 22/23, we need to add 2 years to these dates.)

1. The following performance provisions apply:
 - a. Metropolitan will terminate this Agreement if construction has not commenced by Month Day, Year. Metropolitan will provide ninety (90) days' advance written notice prior to the effective date of such termination. As opposed to Provision 1b below, there is no established appeal process for this outcome.
 - b. Metropolitan will terminate this Agreement if Allowable Yield is not delivered by Month Day, Year. Metropolitan will provide ninety (90) days' advance written notice prior to the effective date of such termination. The Project sponsor may appeal this decision to Metropolitan's Board of Directors.
 - c. If the Allowable Yield during Fiscal Years 20XX – 20XX through 20XX- 20XX does not reach the target yield of 50% of the Ultimate Yield, then Metropolitan will reduce the Ultimate Yield by the target shortfall using the highest Allowable Yield produced in that four-year period. For example, the Ultimate Yield of a project with the following performance will be revised from 1,000 AFY to 900 AFY for Scenario 1 while there would be no adjustment under Scenario 2:

Project Ultimate Yield = 1,000 AFY

	Scenario 1	Scenario 2
Fiscal Year	Allowable Yield (AFY)	Allowable Yield (AFY)
20XX - 20XX	100	100
20XX - 20XX	200	250
20XX - 20XX	400	510
20XX - 20XX	350	600

50% of the Ultimate Yield = $0.50 \times 1,000 = 500$ AFY

Scenario 1: Shortfall = $500 - 400 = 100$ AFY
Revised Ultimate Yield = $1,000 - 100$ AFY = 900 AFY

Scenario 2: Since, the Allowable Yield in the Fiscal Year 20XX - 20XX is greater than 500 AFY, no adjustment is required. Ultimate Yield remains at 1,000 AFY.

- d. If the Allowable Yield during Fiscal Years 20XX – 20XX through 20XX – 20XX does not reach the target yield of 75 percent of the Ultimate Yield (or the Revised Ultimate Yield), then Metropolitan will reduce the Ultimate Yield (or the Revised

Ultimate Yield) by the target shortfall using the highest Allowable Yield produced in that period. For Example, the Ultimate Yield of the project in this example with the following performance will be reduced to 850 AFY for Scenario 1 and while there would be no adjustment under Scenario 2:

	Scenario 1	Scenario 2
Fiscal Year	Allowable Yield (AFY)	Allowable Yield (AFY)
20XX - 20XX	400	800
20XX - 20XX	500	1,000
20XX - 20XX	550	1,000
20XX - 20XX	625	1,000

Scenario 1: Revised Ultimate Yield = 900 AFY (see above calculations in 1c)
 75% of Ultimate Yield = $0.75 \times 900 = 675$ AFY
 Shortfall = $675 - 625 = 50$ AFY
 Revised Ultimate Yield = $900 - 50 = 850$ AFY

Scenario 2: Ultimate Yield = 1,000 AFY
 75% of ultimate Yield = $0.75 \times 1,000 = 750$ AFY
 Since, the Allowable Yield in the Fiscal Year 20XX – 20XX is greater than 750 AFY, no adjustment is required.

- e. If the Allowable Yield during Fiscal Years 20XX – 20XX through 20XX – 20XX (and every four-year period thereafter) does not reach the target yield of 75 percent of the Ultimate Yield (or revised Ultimate Yield), then Metropolitan will reduce the Ultimate Yield (or the Revised Ultimate Yield) by the target shortfall using the highest Allowable Yield produced in that period. The adjustment will be made using the same methodology shown in the above examples.

EXHIBIT E

MWD Administrative Code Section 4401 (c)

§ 4401. Rates

(c) For purposes of agreements existing under the Local Resource Program, Local Project Program, Groundwater Recovery Program and other similar programs, references to the “full service water rate,” “full service treated water rate,” “treated non-interruptible water rate” or “other prevailing rate” or to the “reclaimed water rate” or “recycled service rate” shall be deemed to refer to the sum of the System Access Rate, Water Stewardship Rate, System Power Rate, the expected weighted average of Tier1 Supply Rate and Tier 2 Supply Rate (equal to the estimated sales revenues expected from the sale of water at the Tier 1 and Tier 2 Supply Rates divided by the total District sales in acre-feet expected to be made at the Tier 1 and Tier 2 Supply Rates), a Capacity Charge expressed on a dollar per acre-foot basis and Treatment Surcharge.

(The text in this exhibit cannot be modified. It is a quote taken from MWD’s Admin Code)

EXHIBIT F

PAYMENT AND REIMBURSEMENT PROVISIONS

In addition to the performance provisions in Exhibit D, the following performance provisions apply. If SCWD fails to comply with this provision, Metropolitan, in its sole discretion, may require reimbursement for a portion of the previous LRP payments toward the Project as outlined below.

1. Agreement term is 25 years after the project starts operation
2. For operational years 1 through 15, LRP payments will be up to \$475/AF, calculated annually per Section 1.4.
3. For operational years 16 through 25, the LRP payments will be zero.
4. Project must produce and use at least a minimum amount of Desalinated Seawater (Baseline), as defined below, in the years 16 through 25.
5. Unless approved by Metropolitan in writing, the Baseline, in AFY, is the average of project production during years 1 through 15, calculated in year 16 of operation.
6. If Baseline production is not achieved, SCWD shall reimburse Metropolitan for the shortfall in that year as follows:
$$\text{Reimbursement (\$)} = \$135/\text{AF} \times \text{Shortfall (AF)}$$
7. Reimbursement calculations will be completed during annual Reconciliation Process, as outlined in Section 5 for each operational year of 16 through 25.
8. Maximum Reimbursement would be equal to the difference between the total payments under options 1 and 2 during the first 15 years, calculated in year 16 of operation.

Example for year 20 (for a hypothetical project)

Baseline = 250 AF (calculated in year 16)

Total LRP payments received in years 1 through 15 under option 2 = \$992,000

Calculated payments in years 1 through 15 under option 1 = \$966,000

Maximum Reimbursement = \$992,000 - \$966,000 = \$26,000 (calculated in year 16)

Total reimbursements to-date = \$20,000 (sum of reimbursement in years 16 through 19)

Remaining reimbursement = \$26,000 - \$20,000 = \$6,000

Actual project production in year 20 = 200 AF

Shortfall = 250 - 200 = 50 AF

Reimbursement in year 20 = \$135/AF x 50 AF = \$6,750

Since the remaining reimbursement is only \$6,000, reimbursement in year 20 is \$6,000.

Since the Maximum Reimbursement is achieved, there will be no more calculations for years 21 through 25.



ACTION ITEM

March 2, 2022

TO: Board of Directors

FROM: Robert Hunter,
General Manager

Staff Contact: Charles Busslinger

**SUBJECT: Consideration Of A Support Position For The Doheny Ocean
Desalination Project**

STAFF RECOMMENDATION

Staff recommends the Board of Directors consider adopting a support position for the Doheny Ocean Desalination Project.

SUMMARY

South Coast Water District (SCWD) continues to develop the Doheny Ocean Desalination Project. SCWD is progressing with necessary regulatory permitting for the project and a public hearing is scheduled with the San Diego Regional Water Quality Control Board (RWQCB) on March 9, 2022 regarding reissuance of the National Pollutant Discharge Elimination System (NPDES) permit for the project.

This event provides an opportunity for the MWD OC Board to consider whether it would like to take a support position for the project prior to the meeting.

DETAILED REPORT

SCWD General Manager Rick Shintaku gave a presentation regarding the Doheny Ocean Desalination Project to the MWD OC Board at the P&O Committee on February 14, 2022.

SCWD has progressed with regulatory permitting for the project to the point where it is now seeking approval from the RWQCB on reissuance of a NPDES permit for the South Orange County Wastewater Authority (SOCWA) discharge to the Pacific Ocean through the San Juan Creek Ocean Outfall. The reissuance would include a determination by the RWQCB of California Ocean Plan compliance for proposed discharges from a future Doheny Ocean Desalination project. The public hearing before the San Diego Regional Water Quality

Budgeted (Y/N): N/A	Budgeted amount: N/A	Core <u> X </u>	Choice <u> </u>
Action item amount:		Line item:	
Fiscal Impact (explain if unbudgeted):			

Control Board is scheduled for 9:00am on March 9, 2022 at the City of Mission Viejo Council Chambers (200 Civic Center Mission Viejo, California 92691).

This event provides an opportunity for the MWDOC Board to consider whether it would like to take a support position for the project prior to the meeting.

BOARD OPTIONS

Option #1

- Adopt a Support position for the project

Fiscal Impact:

Business Analysis:

Option #2

- Take no official position at this time.

Fiscal Impact:

Business Analysis:



Item No. 4

ACTION ITEM

April 17, 2024

TO: Board of Directors

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

Harvey De La Torre, General Manager

Staff Contact: Vicki Osborn, Director of Emergency Management

SUBJECT: **Award of Consulting Contract for updating the 2025 Hazard Mitigation Plans for Compliance with the America's Water Infrastructure Act (AWIA)**

STAFF RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager to:

1. Enter into a consulting contract with Herndon Solutions Group (HSG) in the estimated amount not to exceed \$2.8 million (costs are contingent upon final participating agency commitments and include a 10% contingency) to assist member agencies update their 2025 Hazard Mitigation Plans. This includes MWD OC's cost share of approximately \$108,000; and
2. Authorize the General Manager to enter into Letter Agreements or Contracts with up to 31 of our participating agencies under the WEROC agreement, for cost recovery of this shared service contract.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Budgeted amount: Est. \$108,000	Core: <input checked="" type="checkbox"/>	Choice: <input checked="" type="checkbox"/>
Action item amount: \$2.8 million for the contract and \$108,000 for MWD OC		Movement between funds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WEROC reserves in 2024/25	

SUMMARY

The American Water Infrastructure Act (AWIA) requires all drinking water utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). All drinking water utilities with greater than 3,000 customers must complete these efforts and self-certify their compliance within the next 2 years, depending on the size of the agency.

WEROC staff received, reviewed, and ranked 3 proposals and recommended awarding a shared service contract with Herndon Solutions Group (HSG) in an amount up to, with a not to exceed of \$2.8 million, depending on how many of our agencies participate in the process. This project and contract has been set up in a manner to allow agencies the ability to “opt in or out” of each phase of service at their choice. Therefore, this is a shared service being offered by WEROC and MWDOC. This effort should result in a high level of efficiency in the contracting and completion of the work with universal cost savings for all participating agencies.

DETAILED REPORT

In January 2024, WEROC developed a “Request for Proposal” for updating the Orange County Water and Wastewater Multi-Jurisdiction Local Hazard Mitigation Plan (LHMP) and meeting the AWIA requirements of conducting a Risk and Resilience Assessment (RRA) and Emergency Response Plans (ERP).

To be eligible for Federal Emergency Management Agency (FEMA) hazard mitigation funding, water and wastewater agencies are required to maintain a current, approved Hazard Mitigation Plan (Plan). The Plan is required to be updated every five years to maintain grant eligibility. The current Orange County Regional Water and Wastewater LHMP is approved through March 9, 2025.

It is important to note that with the last update, many water and wastewater agencies participated in the OC Water and Wastewater LHMP. However, city water agencies were not approved as part of the WEROC regional plan because FEMA requires cities to maintain a separate hazard mitigation plan that covers all city-wide functions.

The Orange County Regional Water and Wastewater LHMP needs to be submitted to CalOES around Dec 1, 2024, to meet deadlines. The timing of the LHMP also aligns with the recommended start date for initiating the RRA process for water utilities serving a population greater than 100,000 residents. FEMA’s LHMP requirements were updated in 2023 and must be incorporated into the 2024 LHMP update. WEROC has an opportunity to ensure the 2024 LHMP meets the new FEMA requirements.

Here is the list of agencies that indicated they want to be part of the 2025 LHMP:

1. Costa Mesa Sanitary District
2. El Toro Water District
3. Irvine Ranch Water District
4. Laguna Beach County Water District
5. Mesa Water
6. Moulton Niguel Water District

7. Municipal Water District of Orange County
8. Orange County Sanitation District
9. Orange County Water District
10. Santa Margarita Water District
11. Serrano Water District
12. South Coast Water District
13. South Orange County Wasterwater Authority
14. Trabuco Canyon Water District
15. Yorba Linda Water District

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community (drinking) water systems (CWSs) serving more than 3,300 people to develop or update their risk and resilience assessments (RRAs) and emergency response plans (ERPs). The law specifies the components the RRAs and ERPs must address, and these AWIA products are required to be recertified to EPA every 5 years. The American Water Works Association's standard for the RRA process, the J100-10, was also updated in 2023 to the J100-21.

Here is the list of agencies that have indicated they want to participate in the 2024/2025/2026 AWIA (RRA & ERP) project:

1. City of Anaheim
2. City of Brea
3. City of Buena Park
4. City of Fountain Valley
5. City of Fullerton
6. City of Garden Grove
7. City of Huntington Beach
8. City of La Habra
9. City of Newport Beach
10. City of Orange
11. City of San Clemente
12. City of Santa Ana
13. City of Seal Beach
14. City of Tustin
15. City of Westminster
16. El Toro Water District
17. East Orange County Water District
18. Irvine Ranch Water District
19. Laguna Beach County Water District
20. Moulton Niguel Water District
21. Municipal Water District of Orange County
22. Santa Margarita Water District
23. South Coast Water District
24. Serrano Water District
25. Trabuco Water District
26. Yorba Linda Water District

To assist with updating these plans and ensure their compliance, WEROC (along with the member agencies) developed a Request for Proposals for a single consultant to assist

member agencies update their 2025 Hazard Mitigation Plans. A total of three proposals were received; and Herndon Solutions Group (HSG) met the requirements requested and was the lowest cost with additional add-ons (if desired or required by an agency).

WEROC is familiar with HSG and has provide assistance in AWIA requirements for MWDOC and it's member agencies.

WEROC Project Coordination to Date

WEROC has taken on this extremely large task to assist participating agencies by creating a shared services project with a single contract and reimbursement concept in a manner similar to updating the Urban Water Management Plans and the last AWIA project between 2020-2021. WEROC has taken the following steps to date:

- WEROC reached out to member agencies to determine the level of interest in a joint RFP process and contract for the LHMP and AWIA Project as indicated by the agencies previously listed in this document.
- WEROC developed, in coordination with our agencies, a Request for Proposals (RFP) package. This process took considerable time and effort from staff to organize this in a manner where a consultant could be selected and multiple agencies could elect to participate, or not; and where pricing breaks could be employed for conducting services for 5 or more agencies by a single consultant.
- Due to some costs for each phase being shared costs, the final contract prices for each phase are pending final participating agency commitment.
- Due to the overall timeline and deadlines for the project, WEROC staff has already started the process of collecting the documents and data that is needed from the participating agencies for all phases of the project.
- Once approved, WEROC will coordinate with our agencies to begin the process of seeking their level of service and financial commitment.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|---|--|
| <input type="checkbox"/> <i>Clarifying MWDOC's mission and role; defining functions and actions.</i> | <input type="checkbox"/> <i>Work with member agencies to develop water supply and demand objectives.</i> |
| <input type="checkbox"/> <i>Balance support for Metropolitan's regional mission and Orange County values and interests.</i> | <input checked="" type="checkbox"/> <i>Solicit input and feedback from member agencies.</i> |
| <input checked="" type="checkbox"/> <i>Strengthen communications and coordination of messaging.</i> | <input type="checkbox"/> <i>Invest in workforce development and succession planning.</i> |

BOARD OPTIONS

Option #1: Authorize the General Manager to:

1. Enter into a consulting contract with Herndon Solutions Group (HSG) in the estimated amount not to exceed \$2.8 million (costs are contingent upon final participating agency commitments and include a 10% contingency) to assist member agencies in updating their 2025 Hazard Mitigation Plans. This includes MWDOC's cost share of approximately \$108,000 and

2. Authorize the General Manager to enter into Letter Agreements or Contracts with up to 31 of our participating agencies under the WEROC agreement for cost recovery of this shared service contract.

Fiscal Impact: Total maximum costs for this share service is estimated at \$2.8 million. MWDOC participating cost share is approximately \$108,000.

Option #2: Do not authorize the General Manager to enter into a contract with HSG, and do not proceed with agreements with participating member agencies.

Fiscal Impact: Likely result in higher costs for our member agencies to comply with the deadlines if they were to start their own RFP process at this time. The costs for non-compliance can be assessed at \$25,000 per day, and the agencies will not be able to apply for HMP or BRIC funding without a valid plan.



INFORMATION ITEM

April 1, 2024

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

FROM: **Harvey De La Torre, General Manager**

Staff Contact: J. Berg, Director of Water Use Efficiency
B. Fahl, Senior Water Use Efficiency Analyst

SUBJECT: **Continuation of GardenSoft Website in Support of all Landscape Water Use Efficiency Programs**

STAFF RECOMMENDATION

It is recommended that the Board of Directors: Receive and file the report.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

GardenSoft Corp (GardenSoft) has provided a water efficient landscape resources website for MWDOC since 2019. This website (<https://www.ocwatersmartgardens.com/>) provides an abundance of landscape resources to local consumers and makes it easy for Turf Replacement Program Participants and other visitors to find a variety of solutions for their landscape needs. Some website features include:

- Helpful Plant List with images organized into categories such as Orange County Favorites, California Native Plants, and Succulents, with each image containing a hotlink to detailed plant information pages with anatomy, sun/water information, and design ideas.
- Plant database with the ability to search plants by botanical name, common name, or via guided plant search with a series of questions to build a query.
- Garden gallery with images organized into helpful landscape categories such as back yards, hillsides, full sun, and/or shade, with each image containing a hotlink that directs the user to detailed plant information pages for more information on the selected plant.

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount: \$25,000 (total for 5 yrs.; funded by Metropolitan)	Core: <input type="checkbox"/>	Choice: <input checked="" type="checkbox"/>
Action item amount:	Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

- Ability to select and store plants in a customized list that the user can print for use when shopping at their favorite nursery.
- Customized Irrigation Scheduling Program for Smart Irrigation Timers and Standard Timers.

Recent improvements include the additions of an [Eligible Sustainability Feature Trees](#) list in support of MWDOC's Trees as a Sustainability Feature pilot program, an [Orange County Favorite Trees](#) list in support of Metropolitan's recently-launched Tree Rebate Program, and a [Fire-Resistant California Friendly Plants](#) page to support Orange County residents who live near a Fire Hazard Severity Zone.

GardenSoft provides custom water wise/water smart websites for more than 40 organizations throughout California and the United States. Prior to the development and launch of the MWDOC website in 2019, a Request for Proposals was released for competitive bid for this project to three companies and posted on the MWDOC website, where it was distributed to an additional 23 companies that had signed up for automatic notification when MWDOC RFPs were posted. That RFP received only one response, which was from GardenSoft. They have a unique background and provide specialized services that are not easily replicated or transferable; as a result, we believe a sole source contract is warranted.

In 2019, the Board authorized a contract for initial startup costs of \$19,500, plus annual licensing fees of \$4,000 per year. As this is the fifth and final year of those license fees, the General Manager, within his authority as defined in the MWDOC Administrative Code, is entering into a new five-year contract with GardenSoft in the amount of \$25,000 for the 5-year period. This contract will make this resource available through May 2029 and will be funded completely by Metropolitan through its Member Agency-Administered funding Program. **Therefore, no MWDOC funds will be needed to cover these website costs.** This funding will cover all costs for license fees and ongoing improvements and maintenance as defined in Table 1.

Table 1 OC Water Smart Garden Website	
License Fees (bundled pricing covers 5 years: June 1, 2024 through May 31, 2029)	\$20,000
Improvements (e.g. tree lists, species information, maintenance, and irrigation tips)	\$5,000
Total Not to Exceed Cost	\$25,000

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|---|---|
| <input type="checkbox"/> Clarifying MWDOC's mission and role; defining functions and actions. | <input type="checkbox"/> Work with member agencies to develop water supply and demand objectives. |
| <input checked="" type="checkbox"/> Balance support for Metropolitan's regional mission and Orange County values and interests. | <input type="checkbox"/> Solicit input and feedback from member agencies. |
| <input checked="" type="checkbox"/> Strengthen communications and coordination of messaging. | <input type="checkbox"/> Invest in workforce development and succession planning. |

List of Attachments/Links:

Attachment 1: N/A

Link 1: OC Water Smart Gardens Website <https://www.ocwatersmartgardens.com/>

Link 2: Eligible Sustainability Feature Trees
<https://www.ocwatersmartgardens.com/listplants.php?index=1>

Link 3: Orange County Favorite Trees
<https://www.ocwatersmartgardens.com/listplants.php?index=3>

Link 4: Fire Resistant California Friendly Plants
<https://www.ocwatersmartgardens.com/fire-wise.php>

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Fiscal Year 2023-24

Sole Source Procurement Justification for Projects under \$25,000*



- A. Supplier Information/Name of Company and Prime Contact at the Supplier and at MWDOC: GardenSoft Corp. Mark Chilcott, CEO
- B. Contract awards to Supplier over prior 36-months: Consulting Services for the development of a Water Smart Gardening Website, executed on July 12, 2019, in the initial amount of \$39,500. Change Order executed on February 15, 2024 to increase contract amount by \$1,000.
- C. Product(s) or Service(s) to be provided and Deliverables: License fees and ongoing maintenance and improvements for the OC Water Smart Gardens website through May 2029.
- D. Justification Definition - Unique background and specialized services by Consultant for tasks desired.
- E. Narrative Explanation: GardenSoft provides custom water wise/water smart websites for more than 40 organizations throughout California and the United States. It developed and launched MWDOC's OC Water Smart Gardens website (Website) in 2019, after a Request for Proposals process where the only response received was from GardenSoft. The Website provides an abundance of landscape resources to local consumers and is critical tool for MWDOC's landscape programs. This sole source will allow us to continue with license fees and ongoing maintenance and improvements for the Website through May 2029.
- F. Budget Line Item Reference & Amount: 7040-5075-34; \$25,000
- G. Core or Choice designation: Choice, funded entirely using Metropolitan Funded-Member Agency Administered funds.

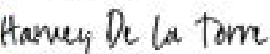
☐ Signature/Approvals:

DocuSigned by:

5A4SEFFB3516477

Requestor

Date

DocuSigned by:

0B0E5C258E38412

General Manager

Date

* Projects over \$25,000 must go to a Committee of the Board.

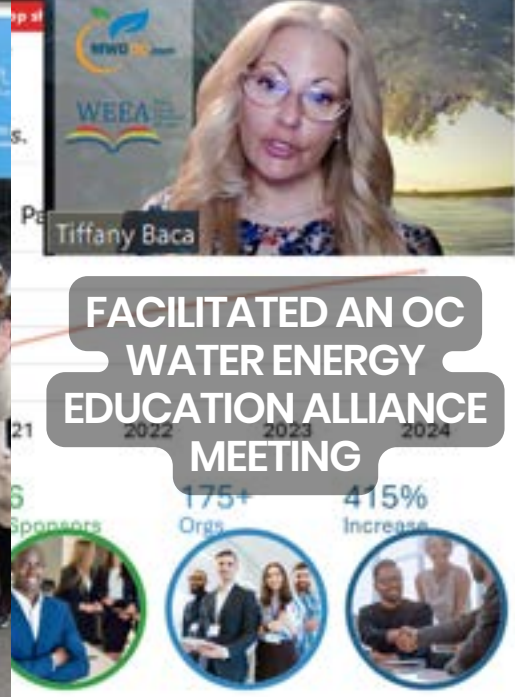
** Possible justifications include but are not limited to: Only qualified bidder; Proprietary item; Urgent necessity; Bid process did not produce competitors; Governmental agency, association or Utility; Prior phase of professional services contract completed successfully by same Consultant; and Special technical expertise by Consultant for tasks desired.



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ENGAGEMENT RATE**
A Good Rate is 1-5%



**LOCAL INFRASTRUCTURE
INSPECTION TRIP WITH
DIRECTOR SECKEL**



**FACILITATED AN OC
WATER ENERGY
EDUCATION ALLIANCE
MEETING**



**FIX A LEAK WEEK
4-VIDEO AD CAMPAIGN**

[https://youtu.be/I7G-DUTWgEA?
si=IS-egk1HA-nPANXW](https://youtu.be/I7G-DUTWgEA?si=IS-egk1HA-nPANXW)



**YLWD MEMBER
AGENCY SPOTLIGHT**

[https://youtu.be/I7G-DUTWgEA?
si=IS-egk1HA-nPANXW](https://youtu.be/I7G-DUTWgEA?si=IS-egk1HA-nPANXW)



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INFORMATION ITEM

April 1, 2024

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

FROM: **Harvey De La Torre, General Manager**

Staff Contact: Sarah Wilson, Public Affairs Specialist

SUBJECT: **Quarterly MWDOC K-12 Choice School Programs Update**

STAFF RECOMMENDATION

It is recommended that the Board of Directors: Receive and file this Quarterly MWDOC K-12 Choice School Programs Update. Included in this report is a full calendar preview of scheduled school visits for April 2024 through the remainder of the school year ending June 2024. The calendar is subject to change daily. Please contact Public Affairs for access to the calendar of visits.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The Municipal Water District of Orange County (MWDOC) K-12 Choice School Program contractors—Shows That Teach and Orange County Department of Education's Inside the Outdoors—continue to book live, interactive water lessons for the 2023/24 school year.

This report includes a calendar preview of scheduled visits for April through June 2024. MWDOC Choice School Program contractors update the shared Google Calendar so that participating water providers can view the sessions in their service area as they are booked. Please note that the shared Google Calendar is updated frequently and will always have the most accurate information. Visits are subject to change due to school and teacher availability. Login information for the shared Google Calendar is available upon request. All MWDOC Choice School Programs incorporate hands-on interaction, pre- and post-program activities, and family and community engagement opportunities. Sessions are offered to

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount: \$435,950	Core: <input type="checkbox"/>	Choice: <input checked="" type="checkbox"/>
Action item amount: N/A		Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

schools either in person or virtually. This report includes a detailed breakdown of each program's progress with teacher feedback, video links, and photos.

DETAILED REPORT

Please see attachments and links outlined below.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|--|---|
| <input checked="" type="checkbox"/> Clarifying MWDOC's mission and role; defining functions and actions. | <input type="checkbox"/> Work with member agencies to develop water supply and demand objectives. |
| <input type="checkbox"/> Balance support for Metropolitan's regional mission and Orange County values and interests. | <input checked="" type="checkbox"/> Solicit input and feedback from member agencies. |
| <input checked="" type="checkbox"/> Strengthen communications and coordination of messaging. | <input checked="" type="checkbox"/> Invest in workforce development and succession planning. |

List of Attachments/Links:

Attachment 1: MWDOC Choice Elementary School Program (Grades K-2)

- **Link 1:** <https://tinyurl.com/K-2ProgramClip>

Clip from a performance of "H2O, Where Did You Go?" at Malcom Elementary School in Moulton Niguel Water District's service area on Jan. 31, 2024.

- **Link 2:** <https://tinyurl.com/K-2TeacherVideo>

Short video clip of a teacher's comments after the H2O, Where Did You Go?" performance at Beswick Elementary School in the City of Tustin's service area on March 1, 2024.

- **Link 3:** <https://tinyurl.com/K-2TeacherVideo2>

Short video clip of a teacher's comments after the H2O, Where Did You Go?" performance at Lowell Elementary School in the City of Santa Ana service area on March 7, 2024.

Attachment 2: MWDOC Choice Elementary School Program (Grades 3-5)

Attachment 3: MWDOC Choice Middle and High School Programs (Grades 6-12)

Attachment 4: MWDOC Choice School Program Calendar of Visits



MWD OC Choice Elementary School Program (Grades K-2)

April 1, 2024

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2023-2024 school year.

- **In-person presentations hosted:** 56
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 10,943
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Brea, East Orange County Water District, El Toro Water District, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, Moulton Niguel Water District, City of Orange, City of San Clemente, City of Santa Ana, Santa Margarita Water District, City of Seal Beach, South Coast Water District, Trabuco Canyon Water District, City of Tustin, City of Westminster

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2023-2024 school year.

- **In-person presentations scheduled:** 24
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 3,072
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, City of Brea, City of Buena Park, East Orange County Water District, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Palma, Laguna Beach County Water District, Moulton Niguel Water District, City of Orange, City of Santa Ana, Santa Margarita Water District, City of Tustin

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

Clip from a performance of "H2O, Where Did You Go?" at Malcom Elementary School in Moulton Niguel Water District's service area on Jan. 31, 2024.

<https://drive.google.com/file/d/1STI3i-INfdP5Bw9CykrI9LKLCP5MsaA9/view?usp=sharing>

A short video clip taken of a teacher's comments after the H2O, Where Did You Go?" performance at Beswick Elementary School in the City of Tustin service area on March 1, 2024.

<https://drive.google.com/file/d/1xgr8XiZpCOYZaATH0eXuq8PlufNODSax/view?usp=sharing>

A short video clip taken of a teacher's comments after the H2O, Where Did You Go?" performance at Lowell Elementary School in the City of Santa Ana service area on March 7, 2024.

https://drive.google.com/file/d/1apseqM2q_xpOd2ojMVPNilyzT5bjHfqr/view?usp=sharing



**MWDOC Choice Elementary School
Program (Grades 3-5)
April 1, 2024**

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

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2023-2024 school year.

- **In-person presentations hosted:** 166
- **Virtual presentations hosted:** 3
- **Total number of students seen:** 9,985
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Brea, City of Buena Park, El Toro Water District, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, Moulton Niguel Water District, City of Orange, City of Santa Ana, South Coast Water District, Santa Margarita Water District, Trabuco Canyon Water District, City of Tustin, City of Westminster

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2023-2024 school year.

- **In-person presentations scheduled:** 138
- **Virtual presentations scheduled:**
- **Total number of students expected:** 9,811
- **Upcoming presentations have been scheduled in the following service areas:** City of Brea, City of Buena Park, City of Fountain Valley, City of Fullerton, City of

Garden Grove, City of Huntington Beach, City of La Palma, Moulton Niguel Water District, City of San Clemente, City of Santa Ana, Santa Margarita Water District, City of Tustin, City of Westminster, Yorba Linda Water District

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

Student Feedback:

"The best part about the program was now I know more ways I can save water!" - *4th grade student from San Joaquin School, served by El Toro Water District*

"I really loved the part where we worked together in groups, on the weather." - *3rd grade student at Hawes School, served by the City of Huntington Beach*

"I would like to learn more about the water, how it gets clean." - *5th grade student from Edison School, served by the City of Santa Ana*

"I would like to learn more about water and the environment." - *3rd grade student from Fern School, served by the City of Fullerton*



Drip Drop at Centralia School, served by the City of Anaheim



3rd, 4th, and 5th grade Drip Drop Assemblies at Hawes School, served by the City of Huntington Beach



**MWDOC Choice Middle and High
School Programs (Grades 6-12)
April 1, 2024**

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

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2023-2024 school year.

Middle School Program (Grades 6-8)

- **In-person presentations hosted:** 38
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 975
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Buena Park, City of Fountain Valley, City of Garden Grove, City of Tustin, City of Santa Ana, Trabuco Canyon Water District, City of Westminster

High School Program (Grades 9-12)

- **In-person presentations hosted:** 5
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 129
- **Presentations have been completed in the following service areas:** City of Santa Ana

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2023-2024 school year.

Middle School Program (Grades 6-8)

- **In-person presentations scheduled:** 35

- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 881
- **Upcoming presentations have been scheduled in the following service areas:**
El Toro Water District, City of Huntington Beach, City of La Habra, Moulton Niguel Water District, City of Santa Ana, Santa Margarita Water District, City of Westminster

High School Program (Grades 9-12)

- **In-person presentations scheduled:** 13
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 405
- **Upcoming presentations have been scheduled in the following service areas:**
City of Huntington Beach, City of Fountain Valley, Moulton Niguel Water District, South Coast Water District

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

Teacher Feedback:

“Students got to participate in a lab with real world applications.” - *Teacher from Mendez Fundamental School, served by the City of Santa Ana*

“It benefited me by having a guest teacher and my students had a lively interesting day.”
- *Teacher from Dana Hills High School, served by South Coast Water District*

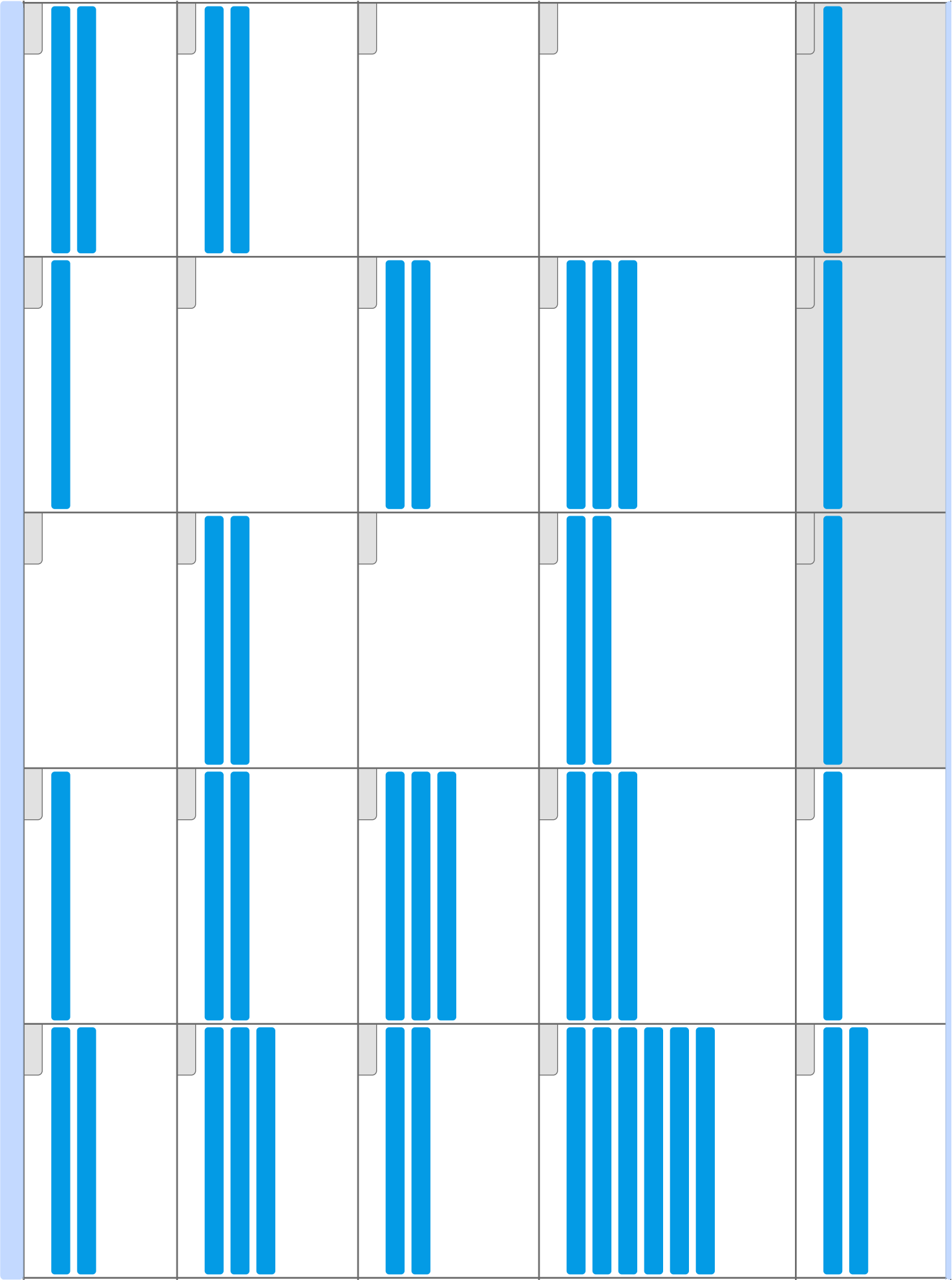
“Any time they can do a hands-on lab with outside scientists, it’s a win.” - *Teacher from Vista View Middle School, served by the City of Huntington Beach*

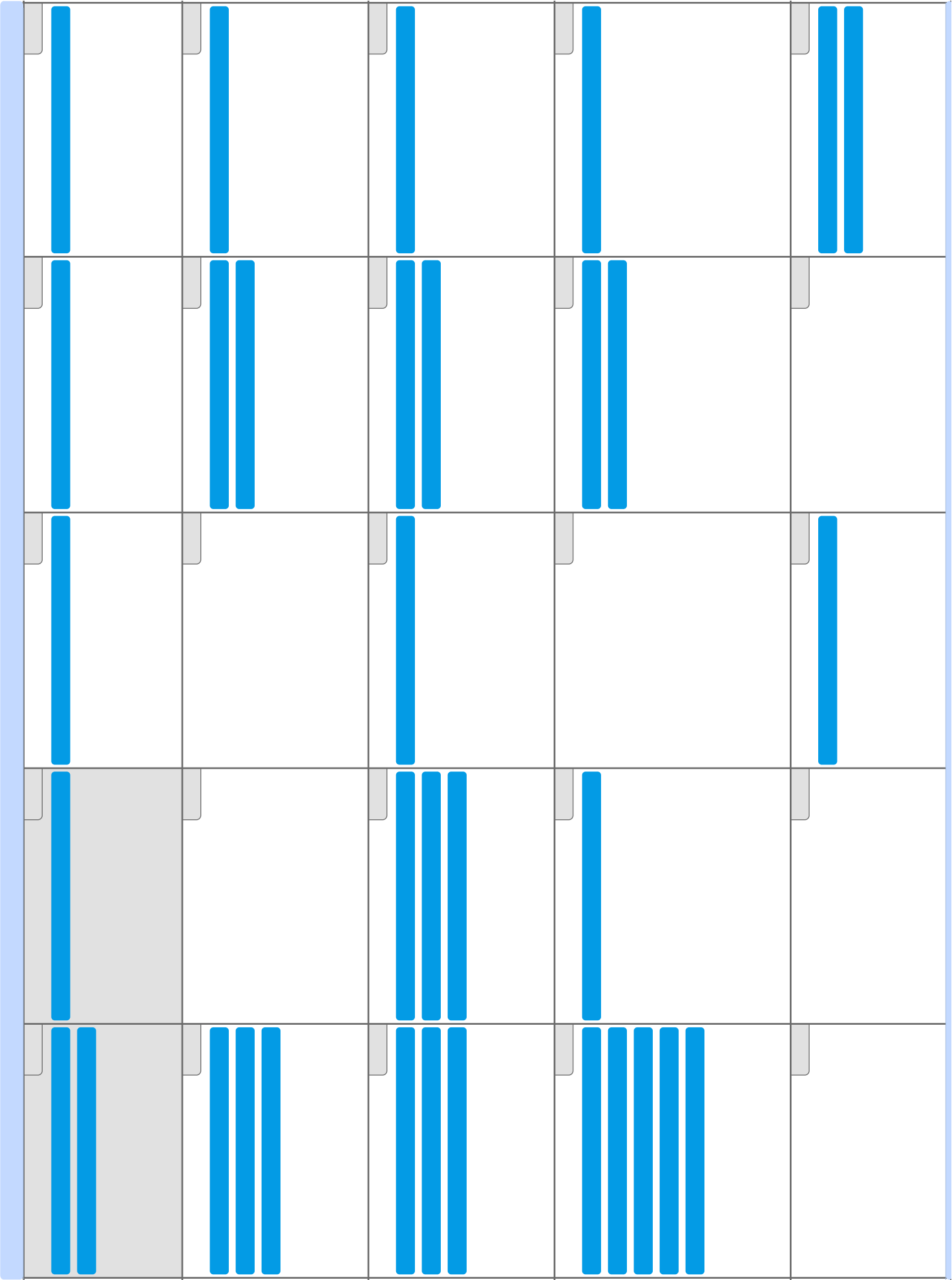
“The H2O water traveling scientist were amazing! We loved them and they did such a great job! We all were impressed. It was really fun! Thank you again for this wonderful opportunity!” - *Teacher from Cook School, served by the City of Garden Grove*

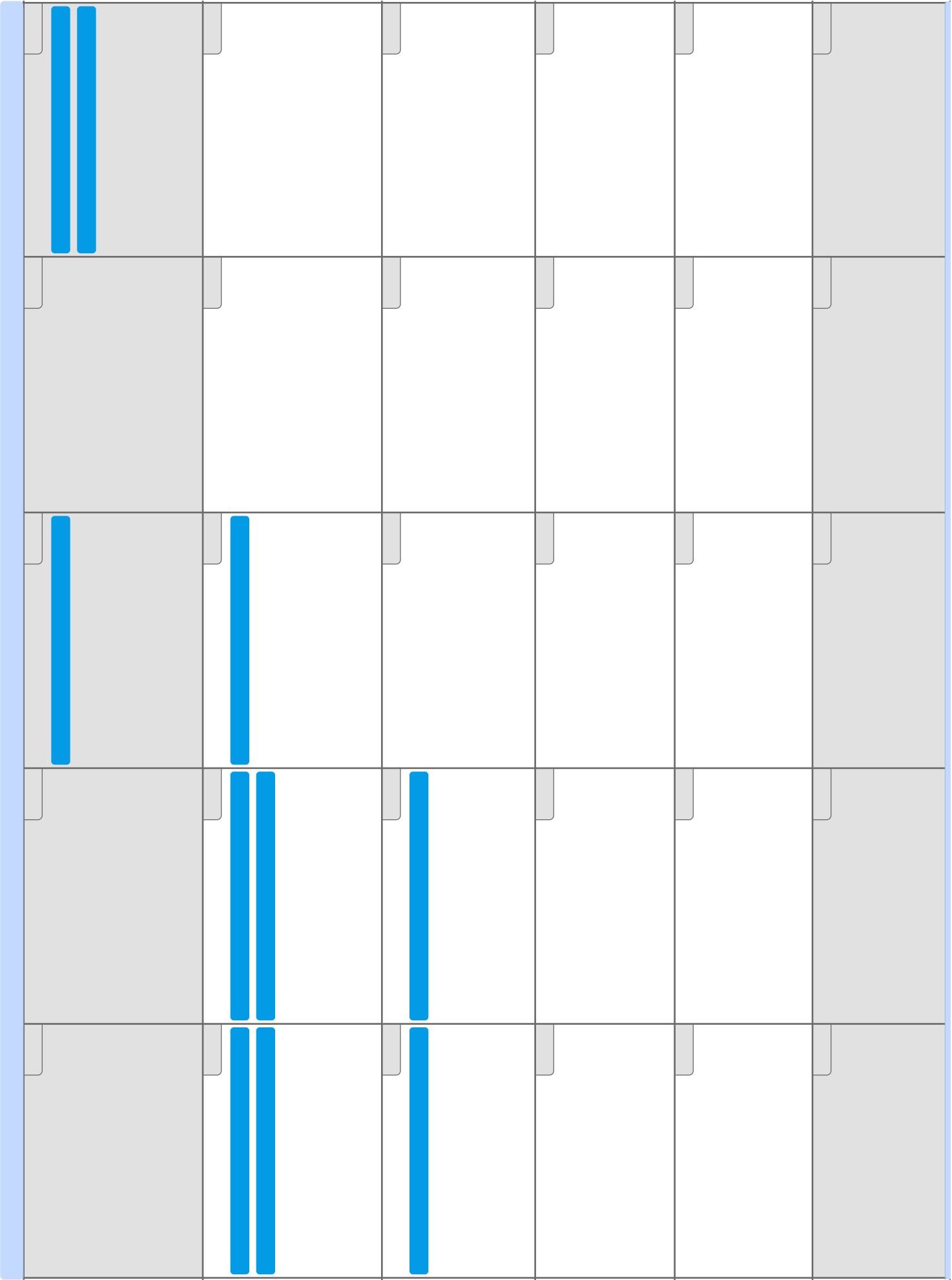
Photos: See next page.



Wonders of H₂O at Cook School, served by the City of Garden Grove









INFORMATION ITEM

April 1, 2024

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

FROM: **Harvey De La Torre, General Manager**
Staff Contact: Damon Micalizzi, Director of Public Affairs

SUBJECT: **Speakers Bureau Quarterly Report**

STAFF RECOMMENDATION

It is recommended that the Board of Directors: Receive and File This Report

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The MWD OC Speakers Bureau has had a dynamic and impactful quarter, engaging with diverse audiences across 27 speaking engagements. These events have provided our staff and Board Members a platform to discuss crucial water issues, share insights on water management strategies, and foster collaborations supporting our water reliability and stewardship mission. The attached matrix captures the highlights and the key messages conveyed in these engagements.

Staff anticipates an even busier upcoming quarter, with more events planned during the spring months. Some engagements already on the calendar for April include Director of Engineering Charles Busslinger addressing the City Engineer's Association of OC about the current and upcoming water issues and projects in Orange County, General Manager Harvey De La Torre appearing on OC Talk Radio to discuss current water issues, Director Randy Crane participating in the OC Civic Celebration event, including an expert panel presentation where special district leaders will provide information about their role in government and answer questions about how to engage with government entities to address questions or concerns, and Public Affairs Manager,

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budgeted amount:	Core: <input checked="" type="checkbox"/>	Choice: <input type="checkbox"/>
Action item amount:		Movement between funds: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Tiffany Baca appearing on NBC Radio's syndicated WaterZone program, hosted by Toro, discussing career pathways in the public utility arena.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- | | |
|--|---|
| <input checked="" type="checkbox"/> <i>Clarifying MWDOC's mission and role; defining functions and actions.</i> | <input checked="" type="checkbox"/> <i>Work with member agencies to develop water supply and demand objectives.</i> |
| <input checked="" type="checkbox"/> <i>Balance support for Metropolitan's regional mission and Orange County values and interests.</i> | <input checked="" type="checkbox"/> <i>Solicit input and feedback from member agencies.</i> |
| <input checked="" type="checkbox"/> <i>Strengthen communications and coordination of messaging.</i> | <input checked="" type="checkbox"/> <i>Invest in workforce development and succession planning.</i> |

List of Attachments/Links:
<i>Attachment 1: Speakers Bureau Quarterly Matrix</i>



MWDOC SPEAKERS BUREAU

January-March 2024

EVENT DATE	EVENT TITLE	MWDOC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
3/25/2024	Mesa Water/MWDOC-WEEA	Tiffany Baca, Public Affairs Manager	Presentation to introduce the Water Energy Education Alliance and discuss Mesa's support options for Santiago Canyon College's grant application to The Coalition's California Water, Wastewater & Energy Program	Mesa Water Human Resources
3/23/2024	California Environmental Education Foundation Teachers Institute	Tiffany Baca, Public Affairs Manager	MWDOC Education resources including choice school program, teacher resources, poster contest, etc., and water industry careers	K-12 Teachers
3/21/2024	Anaheim Leak Detection Field Demonstration	Water Loss Control Team	Leak Detection Process and	City of Anaheim Water Department Staff



EVENT DATE	EVENT TITLE	MWDOC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
			Techniques	
3/20/2024	SWRCB Workshop Re Making Conservation as a California Way of Life	Joe Berg, Director WUE	Conservation as a California Way of Life Regulation	SWRC Board and Staff
3/19/2024	City of Seal Beach Waterwise Fountain and Pollinator Garden Ribbon Cutting	Director Seckel (coordinated by MWDOC PA)	Metropolitan Water District of Southern California awarded the City of Seal Beach a Community Partnership Program grant to complete the project	Seal Beach City Council Members and Staff
3/18/2024	Center of Excellence for Labor Market Research (COE)/MWDOC-WEEA	Tiffany Baca, Public Affairs Manager	Provided an interview to the Centers of Excellence for Labor Market Research newsroom on the implementation and ongoing use of the statewide water/wastewater workforce needs report initiated by WEEA and published in March 2023	Visitors to the COE website and those who receive their newsletter
3/14/2024	Sonoma county Water Agency Water	Rachel Davis, Water Loss Control	MWDOC Water Loss	Sonoma County Water



EVENT DATE	EVENT TITLE	MWDOC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
	Loss Control Work Group	Programs Supervisor	Technical Assistance and Shared Services	Agency and their Member Agencies
3/12/2024	OC Sanitation District/MWDOC-WEEA	Tiffany Baca, Public Affairs Manager	Presentation to introduce the Water Energy Education Alliance and discuss OC Sanitation District's support options for Santiago Canyon College's grant application to The Coalition's California Water, Wastewater & Energy Program	OC Sanitation District Human Resources
3/12/2024	OC Water Loss Control Work Group	Water Loss Team	WLC Programs Updates	MWDOC Member Agencies
3/11/2024	Orange County Water Energy Education Alliance Workgroup	Tiffany Baca, Public Affairs Manager	Grant support to build and bolster sustainable career pathways in Orange County (Santiago Canyon College application for California Water Wastewater Energy Workforce Development Program)	Orange County (OC) water providers, OC Business Council, community-based organizations, Community Colleges, and Department of Education



EVENT DATE	EVENT TITLE	MWD OC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
3/07/2024	OC Water Use Efficiency Work Group	WUE Team	WUE Program Updates	MWD OC Member Agencies
2/27/2024	Water Energy Education Alliance Leadership Roundtable	Tiffany Baca, Public Affairs Manager	Workforce Development	California water and energy industry professionals and elected officials, formal and informal educators, and workforce advocates
2/26/2024	California Irrigation Institute (CII) Conference	Rachel Waite, Water Use Efficiency Programs Supervisor	Economic Impact of the Conservation as a California Way of Life Framework	California water professionals
2/21/2024	Public Affairs Workgroup School Program Showcase	Tiffany Baca, Public Affairs Manager Sarah Wilson, Public Affairs Specialist Tina Fann	MWD OC K-12 Choice School Program overview, introduction to environmental literacy, and WUE programs update	Orange County Water Public Information Officers and Education Partners and Program Coordinators
2/20/2024	Mesa Water Water Issues Study Group	Sam Fetter & Tina Fann	WUE Regulations and Programs available to Mesa Water Customers	Mesa Water Customers
2/15/2024	Metropolitan Water Use Efficiency Work Group	Rachel Davis, Water Loss Control Programs Supervisor	MWD OC Leak Detection Shared Service and Results to Date	Metropolitan Staff and Member Agencies
2/15/2024	Orange County Fire Chiefs Association	Rachel Waite, Water Use Efficiency	Available programs	Orange County Fire Chiefs



EVENT DATE	EVENT TITLE	MWDOC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
	Meeting	Programs Supervisor	and funding for water-saving fire training equipment	and staff
2/01/2024	OC Water Use Efficiency Work Group	WUE Team	WUE Program Updates	MWDOC Member Agencies
1/31/2024	Water Policy Forum & Dinner	Harvey De La Torre, General Manager	Panel of five (5) new Southern California Water General Managers	Southern California water industry professionals, elected officials, and business leaders
1/31/2024	Long Beach Water Main Installation	Joe Berg, Rachel Davis, Hugo Escamilla, Willy Zavala	Water Main Installation	MWDOC and Long Beach Water Staff
1/25/2024	El Toro Water District Scouts Program Award Presentation	Director Randy Crane, Board Director (coordinated by MWDOC PA)	Girl Scouts and Boy Scouts Award Presentation	ETWD Board of Directors
1/24/2024	American Water Works Association (AWWA) Workforce Strategies Committee	Tiffany Baca, Public Affairs Manager	Introduction to the Water Energy Education Alliance	AWWA Committee
1/23/2024	City of Buena Park Conservation as a California Way of Life Briefing	Rachel Waite, Rachel Davis & Sam Fetter	Conservation as a California Way of Life Regulation Requirements	City of Buena Park Staff
1/17/2024	Meet and Greet with New WUE Staff at Mesa Water	Joe Berg, Rachel Waite, Beth Fahl, Sam Fetter, Tina Fann	MWDOC WUE Programs Available to Mesa Water and their Customers	Mesa Water Staff



EVENT DATE	EVENT TITLE	MWDOC SPEAKER (NAME, TITLE/DEPT)	TOPIC/DESCRIPTION	AUDIENCE
1/10/2024	Fountain Valley Leak Detection Field Demonstration	Water Loss Control Team	Leak Detection Process and Techniques	City of Fountain Valley Water Department Staff
1/09/2024	OC Water Loss Control Work Group	Water Loss Control Team	Water Loss Control Programs Update	MWDOC Member Agencies
1/04/2024	OC Water Use Efficiency Work Group	WUE Team	WUE Program Updates	MWDOC Member Agencies

ENGINEERING & PLANNING	
Lead and Copper Rule Revisions – Lead Service Line Inventory Choice Program	<p>In mid-March 2023, multiple agencies requested MWDOC’s assistance in complying with the U.S. Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) - Service Line Inventories which all water systems are required to complete and submit to the primacy agency (for California it is the State Water Resources Control Board - SWRCB) by October 16, 2024.</p> <p>On September 20, 2023, the MWDOC Board approved a contract award to Hazen and Sawyer (Hazen). The shared services program has 13 participating agencies, each with a customized scope of work.</p> <p>The project remains on schedule.</p> <p>On November 30, 2023, the U.S. EPA announced draft rule changes to the LCRR which are known as the Lead and Copper Rule Improvements (LCRI). The LCRI proposes significant changes to the LCRR both in terms of changed requirements and timelines. The public comment period for the proposed LCRI ended February 5, 2024. MWDOC participated in the AWWA/CMUA workshops to provide input on the compliance realities of the LCRI. Hazen has also met multiple times with SWRCB staff to obtain clarity on how it will interpret compliance requirements as the primacy agency in California.</p> <p>Hazen and MWDOC staff continue to follow the LCRI and will update participating agencies as requirements become closer to being finalized.</p> <p>As of March 26, 2024, the initial inventories for the participating agencies are more than 90% complete. In mid-April, Hazen will submit alternative verification methodologies for each agency to the Division of Drinking Water (DDW) for approval. Once approved, the field verification phase of the project will begin.</p>
Shutdowns	<p>AMP Prestressed Concrete Cylinder Pipe (PCCP) Inspection and Rehabilitation</p> <p>MET conducted an inspection of the PCCP sections of the AMP down-gradient of OC-70 in October/November 2023 to assess the condition of the high tensile strength prestressed structural steel wire in the pipe. MET staff provided a</p>

presentation on the AMP Rehabilitation Project at the Joint Board Workshop on January 3, 2024 (presentation available at:

<https://www.mwdoc.com/wp-content/uploads/2023/11/MWDOC-AMP-Inspection-Update.pdf>).

In response to the findings of the November 2023 PCCP inspection, MET initiated Special Operation Conditions (SOC) for the AMP to reduce pressure on the pipeline which are currently in place.

An extended AMP shutdown from January 14 – 18, 2024 in conjunction with the Diemer shutdown was completed to conduct additional inspections and to upsize a bypass line near OC-88 to allow for additional pressure reductions on reaches of the AMP below OC-70. The new bypass line was completed in late February and additional pressure reductions began March 7, 2024.

Additional AMP Shutdowns

April 5 – 25, 2024 - A shutdown is scheduled for the reaches down gradient of OC-70 to complete PCCP repairs between OC-70 and OC-88. Additionally, a bulkhead will be installed downgradient of OC-88; which upon completion, will allow the AMP from Diemer through OC-88 to return to normal operations.

April 26, 2024 – January 31, 2025 – The reaches below OC-88 (downgradient of the bulkhead) will remain dry to allow permanent repairs to the most critical PCCP segments in the lower reaches of the AMP. Affected agencies have coordinated extensively with each other, neighboring agencies, MET, and MWDOC to accommodate the extended shutdown through early 2025. Planned use of the AMP through OC-88 into the South County Pipeline, the Baker Water Treatment Plant, EOCF#2, ATM, OC Feeder, El Toro Reservoir, Upper Chiquita Reservoir as well as local resources are all being used extensively to support this shutdown.

Lake Mathews

MET completed a 2-day shutdown of Lake Mathews for **March 12-13, 2024** to complete Department of Safety of Dams (DSOD) required inspections and testing of the slide gates. The system was returned to service on schedule.

General Managers Report

WEROC Status Report

March 2024

MARCH EVENTS

- **Foxtrot Anchorage Oil Sheen**

The Foxtrot Anchorage Oil Sheen Incident required effort from the WEROC Office in support of the Member Agencies to obtain information from the coordination calls and liaison updates in the event the oil sheen affected our Member Agencies. There were no reported impacts to any of WEROC's Member Agencies.

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

- On 3/7/24, Janine attended the monthly Orange County Emergency Management Organization (OCEMO) meeting.
 - On 3/27/24, Janine took part in the OC Sheriff's Department Emergency Management Division's Annual Tsunami Communications Drill.
 - On 3/27/24, Janine attended the Orange County Emergency Management Organization's Technology Subcommittee Meeting.
-

PLANNING AND PROGRAM EFFORTS

AWIA & Hazard Mitigation

The “Choice” Program RFP that will have a scope of work to include the Risk Assessment, Emergency Response Plan Update, and Hazard Mitigation was launched on February 12, 2024. The question submission deadline was February 26, with WEROC fielding questions for prospective contractors. The proposal submission deadline was Friday, March 8, 2024. WEROC received 3 (three) proposals. The RFP will be brought to the MWDOC Board of Directors for approval April 1, 2024, at the Planning & Operations Committee meeting.

Cyber Security and OCIAC Partnership

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

WEROC has been providing information to the member agencies as required about highlighted threats to the water industry and other current world events as required.

Regional Fuel Project

Work is continuing on this project.

Regional Mapping Project

Janine continues to work on the update of the 2018 WEROC Water/Wastewater Atlas and Public Safety Power Shut Off (PSPS) map project. This project will go into FY 24/25

Regional Water Distribution Plan

This will be done in 5 regions of OC based on the County Board of Supervisor Districts. Tabletop Exercises will be conducted in Q3 of 2024.

Training and Exercises

- Vicki will be working with agencies on scheduling both exercises and trainings for the remainder of the year.
-

**Status of Water Use Efficiency Projects
March 2024**

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
SoCal WaterSmart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, 62 high efficiency clothes washers and 21 premium high efficiency toilets were installed in Orange County. To date, 129,356 high efficiency clothes washers and 61,619 high efficiency toilets have been installed through this program.
SoCal WaterSmart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, 392 commercial premium high efficiency toilets were rebated on in Orange County. To date, 116,298 commercial devices have been installed through this program.
Flow-Monitoring Device Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, 1 flow-monitoring device was installed in Orange County. To date, 202 flow-monitoring devices have been installed through this program.
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, 62 residential and 35 commercial smart timers were installed in Orange County. To date, 33,708 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, no rotating nozzles were installed in Orange County. To date, 580,264 rotating nozzles have been installed through this program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Rain Barrel Rebate Program	MWDSC	Ongoing	Ongoing	In February 2024, 5 rain barrels were installed in Orange County. To date, 8,950 rain barrels have been installed through this program.
Turf Removal Program	MWDOC	Ongoing	Ongoing	In February 2024, 37 rebates were paid, representing \$825,546.87 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 27.8 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In February 2024, 17 rebates were paid, representing \$78,680.64 in rebates paid this month in Orange County. To date, the Spray to Drip Program has converted approximately 3.8 million square feet of standard spray irrigation to drip irrigation.
Landscape Design and Landscape Maintenance Assistance Programs	MWDOC	Ongoing	Ongoing	In February 2024, 2 landscape design packages and 2 landscape maintenance packages were delivered to MWDOC Turf Removal Program customers. To date, 767 landscape design packages and 349 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 1,301 AFY and 8,420 AF cumulative.
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water. To date, 188 sites, irrigating a total of 1,738 acres of landscape, have been converted. The total potable water savings achieved by these projects is 3,863 AFY and 26,631 AF cumulatively.

Public & Governmental Affairs Activities Report
Feb 28, 2024 – March 26, 2024

Member Agency Support	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Speakers Bureau: Provided support to Director Seckel for the City of Seal Beach's Courtyard Beautification Project ribbon cutting ceremony – March 19 • Shared Member Agency spotlight campaign pilot with Yorba Linda Water District on social platforms emphasizing collaboration in OC water supply and reliability • Provided graphic support for City of San Clemente website • Met with the City of Westminster and Orange County education partners to plan an Earth Day event at Coronet Watersmart Conservation Garden • Participated in a MWDOC Small Member Agency Working Group <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> • Provided a letter of support for South Coast Water District's Doheny State Beach Campground Project grant application through the Transportation, Housing, and Urban Development • Sent requests and received letters in support for Trabuco Canyon Water District's Harris Grade Reservoir Grant application through the Bureau of Reclamation. Letters were received from: Supervisor Don Wagner, Assembly Member Kate Sanchez, Senator Catherine Blakespear, Congresswoman Young Kim, and Congressman Mike Levin. • Distributed the monthly Grants Tracking and Acquisition Report to all participating member agencies • Attended the Small Member Agency Working Group Meeting and outlined a new Legislative Feedback Form designed to give member agencies an additional format to provide feedback. • Circulated the Legislative Feedback Form to all member agencies
Community and Special Events	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Prepared water supply delivery activity for the Orange County Children's Water Festival • Coordinated, attended, and provided support on an inspection trip to Pure Water, Weymouth Treatment Plant, and Santa Ana well site with Director Seckel and the City of Santa Ana. • Coordinated the guest registration for the April 19-20 State Water Project Inspection Trip with Director Seckel and Three Valleys Municipal Water District • Closed the 2024 Water Awareness Poster Contest and began to sort through hundreds of submissions from Orange County students • Ended the Metropolitan Water District of Southern California Traveling Art Gallery, which featured three winners from MWDOC's service area <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> • Worked with staff and Metropolitan Water District and Assemblymember Laurie Davies' office to build an invite list for our upcoming Community Leaders Briefing on April 5 • Attended CSUF's Dinner celebrating Orange County's Political Legacy where Tom Daly, Bill Campbell and Lucy Dunn were honored • Attended the State of County Luncheon

	<ul style="list-style-type: none"> • Attended OCBC's 2024 Sacramento Advocacy trip featuring speakers: <ul style="list-style-type: none"> * Assemblyman Chris Ward * Housing & Community Development Director, Gustavo Velasquez * CalTrans Director Tony Tavares * Nick Ortiz and Ashley Hoffman from CalChamber * SWRCB Chair Joaquin Esquivel * Dinner with the full Orange County delegation * California State Treasurer Fiona Ma * Secretary of State Shirley Weber * Assembly Member Cottie Petrie-Norris * Natural Resources Secretary Wade Crowfoot * Legislative Analyst Gabe Petek • Served on a panel for ACC-OC providing an update on the SWRCB's Making Conservation a California Way of Life regulation to the ACC-OC membership
K-12 Water Education	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Speakers Bureau: Met with the Orange County Department of Education and secured Director Crane as a panelist for the annual OC Civic Learning Celebration on April 25 • Distributed request for commitments to Member Agencies and the Three Cities for MWDOC K-12 Choice School Programs • Met with MWDOC 3-12 Choice School Program contractor, Orange County Department of Education's Inside the Outdoors, to discuss program progress and upcoming family engagement opportunities • Met with the City of Tustin to give overview of MWDOC Choice K-12 School Programs • Provided information regarding MWDOC Choice K-12 School Programs to City of San Clemente, City of La Palma, City of Tustin, City of Brea, El Toro Water District, City of Anaheim, Santa Margarita Water District, and the City of Buena Park
Workforce Initiative	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Speakers Bureau: Provided a presentation to the California Environmental Education Foundation's Teacher's Institute attendees introducing the Water Energy Education Alliance (WEEA) and providing tips and resources for helping industry recruit the next generation of water, wastewater, and energy workers • Provided Water Career brochures to Laguna Beach County Water District and Moulton Niguel Water District for use at local student career fairs • Met with Santiago Canyon College (SCC) to discuss their grant application for The Coalition's California Water, Wastewater & Energy Program • Speakers Bureau: Provided a presentation to Mesa Water and Orange County Sanitation to introduce WEEA and discuss their support options for SCC's grant application to The Coalition's California Water, Wastewater & Energy Program • Met with California Community Colleges and SCC to discuss topics and responsibilities for an Orange County WEEA meeting

	<ul style="list-style-type: none"> • Speakers Bureau: Facilitated an OC WEEA meeting with OC Water Providers, OC Community Colleges and education providers, OC Community Foundation, & OC Business Council to introduce the OC WEEA format and discuss supporting SCC's grant application for The Coalition's California Water, Wastewater & Energy Program • Speakers Bureau: Provided an interview to the Centers of Excellence for Labor Market Research newsroom on the implementation and ongoing use of the statewide water/wastewater workforce needs report initiated by WEEA and published in March 2023 • WEEA has partnered with the California Water Environment Association (CWEA), Association of California Water Agencies (ACWA), and California Association of Sanitation Agencies (CASA) to develop an April/May campaign for water and wastewater workforce recruitment. WEEA's recruitment brochures in nine (9) languages will be added to the toolkit by visiting mwdoc/weea. • Met with the Chief Executive Officer of The Workforce Equity Lab to discuss her participation as a speaker for an upcoming WEEA Leadership Roundtable meeting • Met with Assistant Superintendent, Innovation, San Diego County Office of Education to discuss introduction and implementation of their water and wastewater career exploration model into Orange County schools
Digital Communications, Publications, and Media Engagement	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Prepared and distributed content for social media • Updated the MWDOC website as requested by several departments • Worked with the MWDOC Water Use Efficiency team to promote the new OC Tree Rebate through the MWDOC website and social media pages • Worked with strategic digital communications contractor, Hashtag Pinpoint, to produce a 5-video series Fix A Leak Week ad campaign
Special Projects	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> • Met with strategic digital communications contractor, Hashtag Pinpoint, to discuss direction, goals, and engagement opportunities • Began planning and participated in the OC Water Summit Ad Hoc Committee meeting • Participated in Metropolitan Water District of Southern California's Public Information Officer/Water Use Efficiency Coordinators Working Group • Prepared and distributed surveys to all MWDOC Departments and the MWDOC Board of Directors to inform the MWDOC.com Website Refresh Project • Prepared and distributed MWDOC Communications Priorities survey to the MWDOC Board of Directors • Participated in the Orange County Environmental Solutions Network bi-monthly meeting <p>Governmental Affairs Staff:</p>

	<ul style="list-style-type: none"> Staffed the March WACO meeting featuring speaker Scott Hamilton, San Joaquin Water Blueprint Confirmed speakers for the May WACO program Staffed the ISDOC Executive Committee meeting
Outreach Metrics	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> Google Performance Analytics (February 2024) <ul style="list-style-type: none"> 135 business profile interactions 1,147 people viewed the business profile Website Analytics (GM report timeframe) <ul style="list-style-type: none"> 7.2k pageviews + 4 OC Water-Smart Parks Microsite site sessions Top pages for this date range <ul style="list-style-type: none"> Home Page 1221 RFP/RFQ 685 Residential Rebates 518 Agendas, Packets, Minutes 348 OC Friendly Landscapes 304 ocwatersmartgardens.com Analytics (February 2024) <ul style="list-style-type: none"> 869 Sessions Top pages for this date range <ul style="list-style-type: none"> Landing Page OC Trees Helpful Plant List Social Media (February 28th-March 24th) <p><i>According to Hootsuite – the global leader in social media management – a good engagement rate is between 1% to 5%.</i></p> <p><i>For this period, MWDOC's engagement rate is at 8.84%%</i></p> <ul style="list-style-type: none"> 64,682 Post reach (number of people) <ul style="list-style-type: none"> 5,718 Post engagement (actions taken – likes, shares, etc.)
Legislative Affairs	<p>Governmental Affairs Staff:</p> <ul style="list-style-type: none"> Attended the ACWA DC conference in Washington D.C. Met with Kevin Morley of AWWA to discuss their efforts in the area of cybersecurity and ways we can collaborate Met with staff from Congresswoman Young Kim's office to provide an update on our water loss control program, tax parity for water rebates, and a potential AMI program Met with staff from Congresswoman Michelle Steel's office to provide an update on our water loss control program, tax parity for water rebates, and a potential AMI program Met with staff from Congressman Mike Levin's office to provide an update on our water loss control program, tax parity for water rebates, and a potential AMI program Met with staff from Congressman Lou Correa's office to provide an update on our water loss control program, tax parity for water rebates, and a potential AMI program Met with the WaterSMART team at the Bureau of Interior to discuss our water loss control program and how it might be eligible for water savings

	<p>grants in the future, as well as AMI grants for multiple service areas. These discussions are ongoing</p> <ul style="list-style-type: none"> • Met with staff from Congresswoman Katie Porter’s office to provide an update on our water loss control program, tax parity for water rebates, and a potential AMI program • Participated in the ACWA State Legislative Committee meeting • Participated in CCEEB’s WCW Committee meeting • Attended CMUA’s Regulatory Committee meeting • Participated in CMUA’s Legislative Committee meeting • Participated in the Metropolitan Water District Member Agency Legislative meeting • Met with Metropolitan staff to discuss legislative priorities and upcoming bills for 2024 • Attended the ACWA State Legislative Committee meeting in Sacramento
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