

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

Jointly with the

**PLANNING & OPERATIONS COMMITTEE**

18700 Ward Street, Conference Room 101, Fountain Valley, CA 92708

March 2, 2026, 8:30 a.m.

Teleconference Sites:

17420 Walnut Street, Fountain Valley, CA 92708

866 W Peachtree St NW, Atlanta, GA 30308

**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**  
**Webinar ID: 882 866 5300#**

**P&O Committee:**

Director Seckel, Chair  
Director Yoo Schneider  
Director McVicker

Staff: H. De La Torre, M. Baum-Haley,  
A. Crespi, C. Busslinger, V. Osborn,  
K. Pham

**Ex Officio Member:** President Dick

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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 need and take action to agendize item(s), which arose 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 THE 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 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>.

**ACTION ITEM**

1. AUTHORIZE MEMORANDUM OF UNDERSTANDING (MOU) FOR MEMBERSHIP IN THE CENTER FOR DEMOGRAPHIC RESEARCH (CDR)

**INFORMATION ITEMS**

2. SOLE SOURCE – *IN CASE OF CRISIS* SOFTWARE APPLICATION
3. PUBLIC AFFAIRS HIGHLIGHTS
4. DEPARTMENT ACTIVITIES REPORTS
  - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
  - b. WEROC
  - c. Water Use Efficiency Projects
  - d. Public and Government Affairs
5. 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 Angela Crespi, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at 18700 Ward Street, Unit B, Fountain Valley, CA 92708. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



**ACTION ITEM**  
March 18, 2026

**TO: Board of Directors**

**FROM: Planning & Operations Committee**

**Harvey De La Torre, General Manager**

Staff Contact: Charles Busslinger, Dir. of Engineering/District Engineer

**SUBJECT: AUTHORIZE MEMORANDUM OF UNDERSTANDING (MOU) FOR MEMBERSHIP IN THE CENTER FOR DEMOGRAPHIC RESEARCH (CDR)**

**STAFF RECOMMENDATION**

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Staff recommends the Board of Directors approve continued participation in the Center for Demographic Research for Fiscal Years 2026-27 (\$77,272), 2027-28 (\$80,308), and 2028-29 (\$85,656) for a total of \$243,236 over the 3-year Memorandum of Understanding term.

**COMMITTEE RECOMMENDATION**

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(To be determined at Committee Meeting)

**REPORT**

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**Purpose**

The purpose of this item is for Board of Directors (Board) approval to enter into the next Memorandum of Understanding (MOU) to support the continued operation of the Center for Demographic Research (CDR) at California State University, Fullerton (CSUF), for a

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Budgeted amount: \$77,272
Core: <input checked="" type="checkbox"/>	Choice: <input type="checkbox"/>	Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action item amount: FY 2026-27 \$77,272; FY 2027-28 \$80,308; FY 2028-29 \$85,656		

three-year term beginning July 2026 and ending June 2029 (Attachment 1). This item is presented to the Board every three years and was last approved in April 2023.

## **Background**

The CDR was established at CSUF in the Spring of 1996 to provide Orange County with a dedicated local source of demographic expertise, technical analysis, and policy participation. CDR operates in partnership with CSUF through the College of Humanities and Social Sciences.

Since July 1997, Municipal Water District of Orange County (MWDOC or District) and Orange County Water District (OCWD) have served as Half-Seat sponsors, partnering to provide stable, ongoing funding that supports CDR's demographic services across Orange County. This long-standing collaboration reflects both agencies' shared commitment to ensuring the region has access to reliable, locally grounded demographic data.

## **Discussion**

### CDR Services and Structure

CDR prepares a range of demographic forecasts for local, subregional, and regional applications regarding population, housing, and employment statistics. As one of 36 State Data Center Affiliates in California, CDR provides official demographic data across all of California's 58 counties. The technical complexity of preparing and maintaining these forecasts requires a long-term commitment from public agencies to ensure data consistency, quality, and expertise.

CDR's regular products include:

- Orange County Progress Report\*; annual
- Orange County Projections (OCP)\*; 25-year demographic projections
- Orange County Facts and Figures\*
- Boundary and Annexation Report\*
- Housing Activity Report\*
- Census Data\*
- Population, Housing, Employment by Transportation Analysis Zones
- Regional Housing Needs Allocations (RHNA) Updates
- Decennial Census and American Community Survey Data Processing
- Disaggregation of OCP into Special District Sponsor Agency boundaries, and MWDOC member agency boundaries, including Department of Finance forecast restatements when needed\*

*\* Data sets and/or reports used by MWDOC*

CDR is led by Director Deborah Diep, who is often personally involved in preparing CDR work product and provides excellent service to MWDOC and other agencies. CDR is governed by a Management Oversight Committee, made up of sponsoring agencies operating under the MOU, which is renewed on a three-year cycle. MWDOC's current

representative on the Management Oversight Committee is Charles Busslinger, with Director Randall Crane serving as alternate.

<b>Member</b>	<b>Membership Type</b>
County of Orange	Full-Seat
County of Orange Transportation Corridor Agencies	Full-Seat
OC Council of Governments	Full-Seat
OC Transportation Authority	Full-Seat
Southern California Association of Governments (SCAG)	Full-Seat
MWDOC	Half-Seat
OCWD	Half-Seat
CSUF	In-Kind: 40% office space rent, salary support, and overhead support rate reduction
OC Sanitation District (OC San)	Contributing Partner/non-voting (dues equivalent to Half-Seat)
OC Local Agency Formation Committee (LAFCO)	Contributing Partner/non-voting (dues equivalent to Half-Seat)

### MWDOC Participation

MWDOC has historically shared the membership with OCWD (known as Half-Seat members), with each agency paying half of the annual dues. Staff recommends the Board approve continuing this arrangement for the next three-year MOU.

The upcoming MOU covers Fiscal Years (FY) 2026-27, 2027-28, and 2028-29. If approved, MWDOC's contributions as a Half-Seat for the next three years would be \$77,272, \$80,308, and \$85,656, respectively, for a combined three-year total of \$243,236.

### Potential Implications of Non-Participation

Without continued funding, MWDOC and Orange County agencies would face several significant consequences:

- The unified set of Orange County demographic projections (OCP), covering population, housing, and employment, would no longer exist. These datasets are used consistently across County, city, and special district planning processes, including by MWDOC and our member agencies, as well as in Southern California Association of Governments (SCAG) regional growth forecasts.
- Agencies would lose access to consistent datasets currently used for reports, grant applications, plan development, and regional planning and modeling efforts.

- Orange County would lose its local technical input into the regional demographic dataset preparation process. CDR invests significant time ensuring Orange County is accurately and fairly represented in SCAG forecasts; without it, agencies would default to SCAG-developed growth forecasts for RHNA, transportation, air quality, water planning, and other applications.
- Each individual city and agency would need to negotiate data services independently with SCAG, increasing both cost and administrative burden.

### Next Steps

Staff recommends the Board select Option #1, to approve continued participation in the CDR for FYs 2026-27 (\$77,272), 2027-28 (\$80,308), and 2028-29 (\$85,656) for a total of \$243,236 over the 3-year MOU term.

If approved, the annual amounts will be included in the budget for each of the three respective fiscal years.

### ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- Clarifying MWDOC's mission and role; defining functions and actions.*
- Balance support for Metropolitan's regional mission and OC values and interests.*
- Strengthen communication and coordination of messaging.*
- Work with member agencies to develop water supply and demand objectives.*
- Solicit input and feedback from member agencies.*
- Invest in workforce development and succession planning.*

### BOARD OPTIONS

**Option #1:** Approve continued participation in the CDR for FYs 2026-27 (\$77,272), 2027-28 (\$80,308), and 2028-29 (\$85,656) for a total of \$243,236 over the 3-year MOU term. The annual amounts will be included in the budgets for each of the above-mentioned fiscal years.

**Fiscal Impact:** FY 2026-27 \$77,272;  
 FY 2027-28 \$80,308;  
 FY 2028-29 \$85,656

**Option #2:** Do not authorize participation in the CDR.

**Fiscal Impact:** Without Board approval. MWDOC would not participate in the CDR, and the single centralized source of Orange County demographic information may be jeopardized.

<b>Attachments/Links:</b>
Attachment 1: FY 2026-2029 CDR Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**ORANGE COUNTY INTERESTS**  
**and**  
**CSU FULLERTON AUXILIARY SERVICES CORPORATION**  
**for the**  
**CONTINUED OPERATION OF THE CENTER FOR DEMOGRAPHIC RESEARCH**  
**AT CALIFORNIA STATE UNIVERSITY, FULLERTON**

This Memorandum of Understanding (“MOU”) is entered into between the County of Orange, Transportation Corridor Agencies, Orange County Transportation Authority, Municipal Water District of Orange County, Orange County Water District, Orange County Council of Governments, Southern California Association of Governments (“SPONSORS”); the Orange County Local Agency Formation Commission and Orange County Sanitation District (“CONTRIBUTING PARTNERS”) and the CSU Fullerton Auxiliary Services Corporation, (“ASC”), which is a 501 (c)3 California corporation organized under California law as an auxiliary organization of California State University, Fullerton (“CSUF”). This MOU is for the development of demographic data and related support products. Obligations and rights specified for CSUF in the MOU shall be exercised by the ASC.

**WHEREAS**, the development of demographic and related information for Orange County is a vital data source used for a wide range of local, subregional and regional applications, including, transportation infrastructure planning, facilities planning and timing, development of fee programs, bond revenue stream analysis, general planning and other applications; and

**WHEREAS**, a number of primary users of data in Orange County have recognized the benefit of having a local area expertise in developing demographic projections and associated products; and

**WHEREAS**, these SPONSORS, CONTRIBUTING PARTNERS, and CSUF agree on the importance of having a single entity in Orange County developing demographic products and providing such products to data users; and

**WHEREAS**, these agencies also desire to establish a long-term process which allows each individual agency participation in the development and review of demographic products; and

**WHEREAS**, the Center for Demographic Research (“CDR”) located at CSUF provides an opportunity to place demographic activities in a setting that accomplishes SPONSORS’ and CONTRIBUTING PARTNERS’ objectives and provides augmented educational opportunities for CSUF; and

**WHEREAS**, CSUF will be listed as a “SPONSOR” based upon their financial contribution as outlined in the budget in Attachment 1 and in-kind contributions for the balance of the remaining Sponsor seat; and

**WHEREAS**, the SPONSORS have worked cooperatively in supporting and organizing the Center for Demographic Research for 30 years and wish to continue their cooperation; and

**WHEREAS**, the CONTRIBUTING PARTNERS, beginning in Fiscal Year 2010/2011, wished to participate in supporting the Center for Demographic Research; and

**NOW, THEREFORE, IT IS RESOLVED** that the **SPONSORS, CONTRIBUTING PARTNERS**, and the ASC agree as follows:

1. The SPONSORS and CONTRIBUTING PARTNERS will fund the CDR for the next three years for an annual total fee as set forth in Item IV below and Attachment 1.
2. Process and Structure
  - A. Orange County Projections

The Orange County Council of Governments (“OCCOG”) will be responsible for the approval of the Orange County Projections at the Regional Statistical Area level and subsequent to that action the County of Orange will approve the Orange County Projections. The OCCOG will work with CDR staff to integrate the Orange County Projections as approved into the Southern California Association of Governments (“SCAG”) Regional Growth Forecast. Sponsors will make good faith efforts to use the Orange County Projections data in all future forecasting and planning efforts.

B. Management Oversight

The Management Oversight Committee (“MOC”) shall meet at least four (4) times each year to (1) consider policy matters associated with the operations of the Center for Demographic Research, (2) review products status and activities which are part of the core Work Program, (3) review the Center for Demographic Research’s financial status and status of MOU signatures, (4) set CDR budget and modify staff salaries funded by this MOU (5) consider requests from additional agencies wishing to become sponsors or contributing partners, (6) modify budget and work program upon addition or termination of a sponsor or contributing partner, (7) address other matters vital to the function of the Center for Demographic Research, and (8) undertake additional tasks as requested by the SPONSORS.

The Management Oversight Committee will be comprised of staff representing the SPONSORS, CONTRIBUTING PARTNERS and CSUF. Each SPONSOR will have one voting member of equal standing on the Management Oversight Committee including one member jointly representing the Municipal Water District of Orange County and the Orange County Water District; each CONTRIBUTING PARTNER will have one non-voting Ex-Officio member. The designees from each SPONSOR, CONTRIBUTING PARTNER, and the university shall be named by July 1 of each year. An organization may also designate an individual(s) to serve as an alternate

member of the Management Oversight Committee. The committee chair and vice-chair will be elected for a three-year term from voting members.

C. Technical Oversight:

The Technical Advisory Committee (“TAC”) provides technical guidance and input into the development of each product produced under this MOU before they are reviewed by the Management Oversight Committee. The Technical Advisory Committee advises the Director of the Center for Demographic Research, as well as reports to the Management Oversight Committee. The Committee will include one voting representative from each SPONSOR including a member representing the Municipal Water District of Orange County and the Orange County Water District; each CONTRIBUTING PARTNER will have one non-voting Ex-Officio member. University participation on the Technical Advisory Committee will include at least one voting member from CSUF, and one voting member each from the University of California, Irvine and Chapman University. The Director of the Center for Demographic Research will coordinate with research centers at these universities to ensure data consistency. The designees from each SPONSOR, CONTRIBUTING PARTNER, and agency shall be named by July 1 of each year. The committee chair and vice-chair will be elected for a three-year term from voting members.

The Technical Advisory Committee shall schedule at least four (4) meetings each year. It will (1) provide a report to the Management Oversight Committee summarizing its meetings, (2) provide advice on the approach, techniques, data sources and methods used to develop new products, (3) facilitate the acquisition of data necessary to produce products, (4) provide suggestions on the interpretation and analysis incorporated into deliverables, (5) provide input on assumptions for the development of the growth projections, (6) provide review of deliverables prior to approval by the Management Oversight Committee and (7) undertake other tasks as identified by the Management Oversight Committee.

D. Transportation Modeling Data

The Orange County Transportation Authority (“OCTA”) will be responsible for the approval of all transportation modeling variables used in the Orange County Transportation Analysis Model (“OCTAM”) at the Traffic Analysis Zone level. The transportation modeling variables shall be consistent with the Orange County Projections, as approved by the Orange County Council of Governments and the County of Orange at the Regional Statistical Area Level. The OCTA and SCAG will exercise user agreements for their consultants to access the transportation modeling variables.

3. Duration and Terminations

This agreement will become effective upon execution and ends on June 30, 2029. A review of the performance of the Center for Demographic Research in meeting its obligations under this MOU will be conducted by the Management Oversight Committee throughout the term July 2026 through June 2029. This MOU may be extended and/or amended by mutual agreement of all signatories.

A party may terminate its participation under this MOU by giving each of the other parties sixty (60) days written notice thereof. Upon said notice of termination, the SPONSOR or CONTRIBUTING PARTNER terminating its participation shall pay the balance of fees owed by the SPONSOR or CONTRIBUTING PARTNER for that given fiscal year. In the event that ASC wishes to terminate its participation, it shall reimburse the SPONSORS and CONTRIBUTING PARTNERS any advance payments, less an amount to cover expenses related to work in progress and less costs reasonably necessary to effect such termination. If a party wishes to withdraw from the agreement, said notice shall be affected by delivery of such notice in person or by depositing said notice in the United States mail, registered or certified mail, return receipt required, postage prepaid.

4. Funding and Schedule

Respective fees shall be as follows for the following fiscal year:

<b>Payment Schedule for 2026-2029</b>	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2029</b>	<b>Three-Year Total</b>
County of Orange	\$154,544.00	\$160,616.00	\$171,312.00	\$486,472.00
Orange County Council of Governments	\$154,544.00	\$160,616.00	\$171,312.00	\$486,472.00
Orange County Transportation Authority	\$154,544.00	\$160,616.00	\$171,312.00	\$486,472.00
Transportation Corridor Agencies	\$154,544.00	\$160,616.00	\$171,312.00	\$486,472.00
Southern California Association of Governments	\$154,544.00	\$160,616.00	\$171,312.00	\$486,472.00
Municipal Water District of Orange County	\$77,272.00	\$80,308.00	\$85,656.00	\$243,236.00
Orange County Water District	\$77,272.00	\$80,308.00	\$85,656.00	\$243,236.00
Orange County Local Agency Formation Commission	\$21,000.00	\$21,000.00	\$21,000.00	\$63,000.00
Orange County Sanitation District	\$77,272.00	\$80,308.00	\$85,656.00	\$243,236.00
<b>NON-CSUF TOTAL</b>	<b>\$1,025,536.00</b>	<b>\$1,065,004.00</b>	<b>\$1,134,528.00</b>	<b>\$3,225,068.00</b>
California State University, Fullerton	\$218,899.85	\$225,862.95	\$236,229.94	\$680,992.74
<b>TOTAL</b>	<b>\$1,244,435.85</b>	<b>\$1,290,866.95</b>	<b>\$1,370,757.94</b>	<b>\$3,906,060.74</b>

Payments shall be made in accordance with invoicing policies of the ASC according to the schedule below. SPONSORS and CONTRIBUTING PARTNERS will be invoiced at the beginning of each quarter. Quarterly payments equal to 25% of the annual fees shall follow invoices submitted according to the calendar below:

Fiscal Year 2026/2027: July 2026, October 2026, January 2027, April 2027  
Fiscal Year 2027/2028: July 2027, October 2027, January 2028, April 2028  
Fiscal Year 2028/2029: July 2028, October 2028, January 2029, April 2029

SPONSORS and CONTRIBUTING PARTNERS shall pay one-quarter of their annual fees upon receipt of said invoices or may prepay for an entire fiscal year. Prepayment does not imply a discounted rate.

5. Administrative Representatives

A. The Principal Investigator for the operations and management of the Center for Demographic Research and the conduct of this MOU is Deborah Diep, Director. The Assistant Director, Rubaiya Zaman, will serve as the Principal Investigator in the Director's absence. They are authorized to negotiate supplemental services with the SPONSORS, CONTRIBUTING PARTNERS, and Non-sponsors as noted in Section VII. Joshua Bilbrew, Associate Director of Sponsored Programs, Office of Research and Sponsored Programs is designated as the administrative representative for the ASC. Should the Principal Investigators become unavailable for any reason, no other Principal Investigator shall be chosen by CSUF or the ASC without the approval of the SPONSORS. Furthermore, the ASC agrees that the Management Oversight Committee shall make the recommendation on the selection of the Director or interim Director of the Center for Demographic Research and no Director or interim Director shall be appointed without approval of the Management Oversight Committee. The Management Oversight Committee will serve as the search committee if a search committee for the Director is required by the ASC.

B. Equipment and furniture purchased by ASC under the terms of this MOU shall remain the property of the SPONSORS. In the event that the Center for Demographic Research is disbanded, the equipment remains the property of the SPONSORS and the Management Oversight Committee shall determine its disposition.

C. Databases and applications developed and maintained for the Center for Demographic Research purposes shall remain under control of the SPONSORS. In the event that Center for Demographic Research is relocated from CSUF, all Center for Demographic Research functions and designations shall accompany the Center for Demographic Research.

6. Additional Sponsorships and Revenues

Other agencies and entities can become sponsors or contributing partners of the Center for Demographic Research with unanimous agreement among the SPONSORS as determined by a vote of the Management Oversight Committee. Adjustments in sponsor fees found necessary resulting from the addition of sponsors shall be determined by the Management Oversight Committee with consultation from the Center for Demographic Research Principal Investigators.

The disposition of additional revenues generated through additional sponsors, and the sale of products and services to non-sponsors shall be determined by the Management Oversight Committee. The additional funds shall be prorated according to the respective sponsor fee. SPONSORS shall have the option of expending their share of the additional funds on CDR activities, products or equipment or having the funds returned to the SPONSORS at the end of the fiscal year.

7. Products and Deliverables

- A. The Center for Demographic Research will produce the identified core Demographic Products and Services as described in Attachment 2 and listed in Attachment 3. Each SPONSOR will receive ten (10) copies in printed form and one (1) copy of estimates and projections in electronic form.
- B. The SPONSORS and CONTRIBUTING PARTNERS have the right to request supplemental products and support services from the Center for Demographic Research through a purchase order. Projects above the amount of \$35,000 shall be approved by the ASC. Such purchases may be entered into if the SPONSOR or CONTRIBUTING PARTNER agrees to pay ASC all additional costs resulting from the additional products or services, including an indirect cost of 22%, and if the activities do not interfere with the normal functioning of the CDR. If requests for additional products or services require interference with the normal functioning of the CDR as determined by the Management Oversight Committee or additional resources from the CDR's basic budget the proposal for such products and services will be forwarded to the Management Oversight Committee for their advice and consent prior to finalization of the agreement. In all cases, supplemental work for SPONSORS and CONTRIBUTING PARTNERS shall be assessed indirect costs of 22%.
- C. Non-sponsors can contract with the Center for Demographic Research through the ASC for its services or obtain supplemental products and support services from the Center for Demographic Research through a Non-sponsor purchase order. A list of these projects will be submitted to the MOC on a quarterly basis. If the Director assesses a proposed project contains a conflict of interest, conflict of time commitment, or interference with the normal functioning of CDR, the Management Oversight Committee will be informed of the request for services and will review it for any potential conflicts. The Director shall notify the Management Oversight Committee of any such proposed agreement and provide the committee with draft text and budget, before the intended start of work. The Management Oversight Committee shall review the proposed project for possible conflicts of interests, conflicts of time commitment, and budgetary adequacy. The Management Oversight Committee may at its discretion impose a surcharge of funds to be used at its discretion. Action on these matters may be taken only with the concurrence of a majority of the members of the Management Oversight Committee and all such supplemental work for Non-sponsors shall be assessed normal indirect costs of 35.5% unless negotiated otherwise.

- D. Use of revenues generated by the sale of products produced by the Center for Demographic Research shall be determined by the Management Oversight Committee. A quarterly report on product sales will be presented to the Management Oversight Committee.
- E. Additional projects should not adversely affect the schedule of deliverables unless otherwise agreed to by the Management Oversight Committee.

8. Sponsorship

This Agreement shall be signed by all SPONSORS and CONTRIBUTING PARTNERS by June 30, 2026 with the exception of the Southern California Association of Governments. The Southern California Association of Governments shall sign this Agreement by September 30, 2026. If all SPONSORS and CONTRIBUTING PARTNERS listed in Section XVIII do not sign by September 30, 2026, the work program and budget will be modified to reflect the committed funding. If any SPONSOR or CONTRIBUTING PARTNER does not sign this Agreement, the funding amounts of the remaining SPONSORS and CONTRIBUTING PARTNERS will not change. The remaining SPONSORS and CONTRIBUTING PARTNERS are not required to make up the difference in the reduced budget. Any SPONSOR or CONTRIBUTING PARTNER listed as an ORANGE COUNTY INTEREST that does not sign this Agreement forfeits all rights, services, and privileges as a CDR SPONSOR or CONTRIBUTING PARTNER unless otherwise negotiated. A formal status report on execution will be delivered at each Management Oversight Committee meeting until all SPONSORS and CONTRIBUTING PARTNERS sign this Agreement.

9. Liability and Insurance

Each party to this MOU hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. ASC warrants that it has adequate Worker's Compensation Insurance and liability insurance for its own employees. The ASC, the SPONSORS (the County of Orange, Transportation Corridor Agencies, Orange County Transportation Authority, Municipal Water District of Orange County, Orange County Water District, Orange County Council of Governments, and Southern California Association of Governments), and the CONTRIBUTING PARTNERS (the Orange County Local Agency Formation Commission and Orange County Sanitation District) agree to indemnify and hold each other, their respective officers, employees, students, agents, harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

10. Independent Contractor

In the performance of all services and obligations under this agreement, SPONSORS, CONTRIBUTING PARTNERS, and ASC shall act as independent contractors. None shall be considered an employee or agent of the other.

11. Use of Names

SPONSORS and CONTRIBUTING PARTNERS agree not to use the names of the ASC or CSUF in any commercial connection with work performed under this Agreement without prior written permission from the ASC. SPONSORS and CONTRIBUTING PARTNERS may use said names in ordinary internal business reports concerning this Agreement and may use the names of the Center for Demographic Research and the Principal Investigators in non-commercial publicity announcing the results of the project.

ASC agrees not to use the names of SPONSORS and/or CONTRIBUTING PARTNERS in any commercial connection with this work without prior written permission from SPONSORS and/or CONTRIBUTING PARTNERS. ASC may use SPONSORS' and/or CONTRIBUTING PARTNERS' name in ordinary internal business reports concerning this agreement and in non-commercial publicity announcing the awarding of the contract.

The provisions of this Section of the Agreement shall survive for two (2) years beyond any termination date specified in Section III or any extension thereof.

12. Force Majeure

SPONSORS, CONTRIBUTING PARTNERS, and ASC shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, strikes, labor disputes, or any similar cause beyond the reasonable control of SPONSORS, CONTRIBUTING PARTNERS, or ASC, provided the affected party notifies the other party of the delay in writing within ten days of the onset of the delay.

13. Assignment

This Agreement shall inure to the benefit of and be binding upon and enforceable by the parties and their successors and permitted assigns. However, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.

14. Modification and Waiver

None of the terms of the Agreement may be waived or modified except by an express agreement in writing signed by SPONSORS, CONTRIBUTING PARTNERS, and ASC. Modifications not documented in writing cannot be enforced. The failure or delay of

either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification by such party of such right.

15. Governing Law

The validity and interpretation of this Agreement shall be governed by the laws of the State of California.

16. Federal Statutes Relating to Nondiscrimination

ASC will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S. C. section 794), which prohibits discrimination on the basis of handicaps; (d) Age discrimination Act of 1975, as amended (42 U.S.C. sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.O. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-d and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirement of any other federal nondiscrimination statute(s) which may apply to the application.

17. Execution of MOU

This MOU, or any amendment related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

18. Special Terms and Conditions

ASC, SPONSORS, and CONTRIBUTING PARTNERS agree to comply with other Special Provisions as outlined in Attachment 4 if applicable and where a Subconsultant shall provide engineering and design related or other work that are part of services provided by ASC, SPONSOR or CONTRIBUTING PARTNER, serving as recipient (as

defined in Uniform Guidance 2 CFR § 200.1) or subrecipient (as defined in Uniform Guidance 2 CFR § 200.1) of Federal assistance.

19. Notices

Notices under this agreement shall be provided via email to the individuals listed below:

For SPONSORS:

Linh Ly  
County of Orange  
400 W. Civic Center Drive, Fifth Floor  
Santa Ana, CA 92701  
linh.ly@ceo.oc.gov

Brian Probolsky  
Orange County Council of Governments  
3972 Barranca Pkwy, Suite J-127  
Irvine, CA 92606  
brian@occog.com

Anup Kulkarni  
Orange County Transportation Authority  
550 S. Main Street, 2nd Floor  
Orange, CA 92868  
akulkarni@octa.net

Kome Ajise  
Southern California Association of Governments  
c/o Jeffery Elder, SCAG Chief Counsel  
900 Wilshire Blvd., Suite 1700  
Los Angeles, CA 90017  
elder@scag.ca.gov

Stephanie Blanco  
Transportation Corridor Agencies  
125 Pacifica, Suite 100  
Irvine, CA 92618-3304  
sblanco@thetollroads.com

Harvey De La Torre  
Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92728  
hdelatorre@mwdoc.com

John Kennedy  
Orange County Water District  
18700 Ward Street  
Fountain Valley, CA 92728-8300  
JKennedy@ocwd.com

Laleh Graylee  
Administration and Finance, California State University, Fullerton  
800 N. State College Blvd., LH-802  
Fullerton, CA 92831-3599  
lgraylee@fullerton.edu

For CONTRIBUTING PARTNERS:

Luis Tapia  
Orange County Local Agency Formation Commission  
2677 N. Main Street, Suite 1050  
Santa Ana, CA 92705  
ltapia@oclafco.org

Robert Thompson  
Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, CA 92708  
rthompson@ocsan.gov

For CSU FULLERTON AUXILIARY SERVICES CORPORATION:

Joshua Bilbrew, Associate Director of Sponsored Programs  
CSU Fullerton Auxiliary Services Corporation  
1121 N. State College Blvd.  
Fullerton, CA 92831-3014  
jbilbrew@fullerton.edu



**For the Municipal Water District of Orange County:**

\_\_\_\_\_  
Larry D. Dick, President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harvey De La Torre, General Manager

\_\_\_\_\_  
Date

**For the Orange County Water District:**

\_\_\_\_\_  
Denis R. Bilodeau, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Kennedy, General Manager

\_\_\_\_\_  
Date

**For the Orange County Local Agency Formation Commission:**

\_\_\_\_\_  
Luis Tapia, Executive Officer

\_\_\_\_\_  
Date

**For the Orange County Sanitation District:**

\_\_\_\_\_  
Robert Thompson, General Manager

\_\_\_\_\_  
Date

**For California State University, Fullerton:**

\_\_\_\_\_  
Laleh Graylee, Interim Vice President for  
Administration & Finance/CFO

\_\_\_\_\_  
Date

**Attachment 1: Center for Demographic Research  
DRAFT Budget: July 1, 2026 through June 30, 2029**

		<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	
1	Salaries	\$574,363.00	\$600,818.00	\$642,544.00	
2	Benefits	\$242,562.00	\$254,958.00	\$270,218.00	
3	Supplies	\$5,500.00	\$5,500.00	\$5,500.00	
4	Printing & Publications	\$17,500.00	\$17,500.00	\$11,000.00	
5	Meetings, Mileage, & Training	\$2,100.00	\$2,100.00	\$2,100.00	
6	Equipment, GIS Data Licenses & Virtual Data Server	\$12,513.00	\$12,513.00	\$12,513.00	
7	<b>Expenses</b>	<b>\$854,538.00</b>	<b>\$886,889.00</b>	<b>\$943,875.00</b>	
8	Federally negotiated Indirect Cost (IDC) / Overhead: 35.5% <sup>1</sup>	\$303,361.00	\$314,845.00	\$335,076.00	
9	Office space rent (not subject to IDC)	\$86,536.85	\$89,132.95	\$91,806.94	
10	<b>(A) Gross Total Program Costs</b>	<b>\$1,244,435.85</b>	<b>\$1,290,866.95</b>	<b>\$1,370,757.94</b>	
11	Contributions toward IDC				
12	Non-CSUF SPONSORS/Contributing Partner (22.0%)	\$187,998.00	\$195,115.00	\$207,653.00	
13	CSUF contribution (IDC reduction from 35.5% to 22%)	\$115,363.00	\$119,730.00	\$127,423.00	
14	Total Indirect Cost (IDC) / Overhead	\$303,361.00	\$314,845.00	\$335,076.00	
15	<b>CSUF Contribution Summary</b>				
16	Office space rent: 100% <sup>1</sup> (60% paid from IDC; 40% paid by university)	\$86,536.85	\$89,132.95	\$91,806.94	
17	Administrative Asst. salary support from HSS Dean <sup>2</sup>	\$17,000.00	\$17,000.00	\$17,000.00	
18	Subtotal of CSUF Monetary Contributions	\$103,536.85	\$106,132.95	\$108,806.94	
19	IDC / Overhead (Rate reduction from 35.5% to 22%) <sup>3</sup>	\$115,363.00	\$119,730.00	\$127,423.00	
20	<b>(B) Total CSUF Contribution</b>	<b>\$218,899.85</b>	<b>\$225,862.95</b>	<b>\$236,229.94</b>	
21	<b>NET CDR BUDGET TOTAL: (A) - (B)</b>	<b>\$1,025,536.00</b>	<b>\$1,065,004.00</b>	<b>\$1,134,528.00</b>	
22	Contributing Partner (no seat): LAFCO	\$21,000.00	\$21,000.00	\$21,000.00	
23	Contributing Partner (no seat, equiv. to 1/2 seat): OC San	\$77,272.00	\$80,308.00	\$85,656.00	
24	Cost per full Sponsorship Seat to cover full budget= (Net Budget - LAFCO)/ 6.5 seat equivalent	\$154,544.00	\$160,616.00	\$171,312.00	
	<b>Number of Seats</b>				
25	COUNTY	1	\$154,544.00	\$160,616.00	\$171,312.00
26	OCCOG	1	\$154,544.00	\$160,616.00	\$171,312.00
27	OCTA	1	\$154,544.00	\$160,616.00	\$171,312.00
28	TCA	1	\$154,544.00	\$160,616.00	\$171,312.00
29	SCAG	1	\$154,544.00	\$160,616.00	\$171,312.00
30	MWDOC <sup>4</sup>	0.5	\$77,272.00	\$80,308.00	\$85,656.00
31	OCWD <sup>4</sup>	0.5	\$77,272.00	\$80,308.00	\$85,656.00
32	CSUF	1	see above	see above	see above
33	OC San	0	\$77,272.00	\$80,308.00	\$85,656.00
34	LAFCO	0	\$21,000.00	\$21,000.00	\$21,000.00
35	<b>TOTAL</b>	<b>7</b>	<b>\$1,025,536.00</b>	<b>\$1,065,004.00</b>	<b>\$1,134,528.00</b>

<sup>1</sup>IDC/Overhead covers direct and indirect support services of CSUF ASC and 60% of space rent.

<sup>2</sup>Monetary contribution.

<sup>3</sup>Non-monetary contribution (rate reduction); not included in IV. Funding and Schedule: Payment Schedule for 2026-2029, Page 4.

<sup>4</sup>MWDOC and OCWD partner to fund one sponsor seat.

## **Attachment 2 Proposed CDR 2026-2029 Services and Products**

### **REPORTS**

#### **Orange County Progress Report**

Produce an annual Orange County Progress Report. This document presents a unified and a comprehensive picture of Orange County and its 34 cities including its economic health, its demographic status and trends, and other information of interest to those who might wish to relocate to Orange County, do business in the County, or otherwise have an interest in the economic and demographic status and future of Orange County.

#### **Orange County Projections**

Complete OCP-2026 dataset and adoption. Following the adoption of OCP-2026, produce a report containing assumptions, tables, charts, maps, and methodology. Preparation and development of OCP-2030 and its base year data will begin during this three-year MOU. OCP-2030 will include Tier 3/city TAZ level for three cities (Anaheim, Irvine, and Newport Beach) that volunteered to participate in the OCP-2022 pilot Tier 3 program. This data will also be provided to SCAG for use in their modeling efforts at the Tier 3 level. The OCP dataset contains population, housing, and employment projections by 2020 census tract, jurisdiction, Community Analysis Area, and Regional Statistical Area for a 25-year period. This iteration will include agency boundaries for MWDOC & OCWD.

#### **Orange County Facts and Figures**

Update quarterly the Orange County Facts and Figures. This document focuses on the most frequently asked questions about Orange County demographics and related information.

#### **Boundary and Annexation Report**

Working with information provided by OC LAFCO, CDR staff will produce an annual report of the jurisdictional boundary changes. This multi-page report will contain a map of the year-to-year boundary changes and a table listing the area change and specific annexations and incorporations for each calendar year. Detailed annexation and vicinity maps from OC LAFCO's approved changes of organization documents will also be included in the report. For ease of reference and to make the information publicly available, the report will be posted on OC LAFCO's website.

#### **Housing Activity Report**

Using information from the Housing Inventory System (HIS), CDR staff will produce an annual report on the housing construction and demolition activity by jurisdiction. Information will be released in aggregate form at the jurisdiction level in a PDF.

## **PUBLIC INFORMATION SERVICES**

### **Provide Public Information on Orange County Demographics as Requested**

Provide information in response to numerous requests made by government agencies, elected officials, private companies, non-profit organizations, schools, students, and citizens regarding demographic and related information about Orange County.

### **Maintain CDR Website**

Update the information currently on the CDR website on a regular basis and expand as information becomes available. CDR will continue to host the Orange County Data Acquisition Partnership (OCDAP) website as a subsite to CDR's website.

### **Provide Information and Analysis to News Media**

Provide information, description, interviews, and analysis of demographics to news media to assist them in doing stories where demographics is the focus.

### **Update RHNA Allocations**

Develop allocations of 2020 RHNA for annexations and incorporations as requested. Provide data support to local jurisdictions and SCAG during development of the 2028 RHNA. Monitor RHNA development process to ensure Orange County data is incorporated.

### **Process Decennial Census and American Community Survey Data**

Process Bureau of Census data as it pertains to development of the Orange County Projections and at the request of CDR Sponsors.

### **State Data Center Affiliate**

The CDR will serve as a State Data Center Affiliate to the Demographic Research Unit of the California Department of Finance. As an Affiliate, CDR will assist the SDC and Orange County in disseminating census data and improving public access to census data products consistent with services CDR already provides.

## **DATA BASES**

### **Housing Inventory System**

The Housing Inventory System (HIS) is a data system that includes all changes to each jurisdiction's housing stock, including changes to accessory dwelling units. Data is collected at the address level and converted into a GIS database by geocoding. After geocoding, quality analysis efforts include tying activity to parcels and building footprints. Depending on the jurisdiction, different documents are used to record added units including certificates of use and occupancy, utility release log, or building final documents. Demolitions and conversions may be recorded through other recordation. Changes to the mobile home inventory will be verified with HCD data. This project includes an annual review and sign off process by each jurisdiction of their geocoded data to ensure accuracy.

### **Census Data by Partial TAZ**

Update the correspondence tables of 2020 Census blocks to the TAZs after release of Census Bureau data and GIS shapefiles. As the various census files become available, transportation modeling variables and other key variables useful for projecting the modeling variables will be aggregated to TAZ.

### **Calibrate Age Cohort Component, Shift-Share and Headship Rate Models**

Based on data from the Census Bureau, DOF, and EDD data, calibrate the models used to project county-wide population, housing and employment.

### **Master Polygon File**

Update master polygon file based on the 2020 Census block file for use in development of OCP dataset and annual population and housing unit estimates. Allocate Census block data to TAZ, CAA, RSA, MWDOC and OCWD. Working with information from OC LAFCO, the master polygon file will be updated annually to include changes to agency boundaries: jurisdiction, MWDOC and OCWD.

### **Population and Housing Estimates by TAZ (OCP)**

Estimates of population and housing by unit type will be developed using the 2020 Census and American Community Survey data at the split TAZ. From 2014 onwards, housing unit changes will be geocoded and aggregated to the TAZ. Annual estimates of population and housing will be produced by TAZ for maintenance of the OCP base file.

### **Annual Population and Housing Estimates by Partial Census Tract and Sponsor Agency**

Estimates of population and housing units developed using the 2020 Census for each of the special district sponsors will be updated annually. From 2014 onwards, annual estimates (January 1) of population and housing will be produced by partial census tract and for each of the special district sponsor agencies: MWDOC and OCWD.

### **Project Total County Population, Housing, and Employment**

Draft assumptions for OCP-2030 will be developed and reviewed by the CDR TAC starting in this three-year MOU. These will then be incorporated into the macro-level models used to project population, housing, and employment. The resulting projections will be reviewed by the CDR TAC and MOC and then brought to the OCCOG TAC and Board for approval as the controls totals for OCP-2030 in the subsequent MOU cycle.

### **Projected Population, Housing and Employment by TAZ (OCP)**

Preparation and development of OCP-2030 will begin during this MOU cycle. Countywide population, housing, and employment for years ~2028 through ~2055 will be allocated to Traffic Analysis Zones split by jurisdictions. Following the allocation, extensive review and refinement will occur to assure the accuracy of the projections.

## **Secondary Variables by TAZ (OCTAM)**

Completion of the OCTAM data for OCP-2026 will occur in this MOU cycle. The basic projected population, housing, and employment from OCP-2026 will be expanded to the 14 OCTAM variables. These variables will include resident population, group quarters population, employed residents, median income, occupied single-family dwelling units, occupied multiple-family dwelling units, household size, retail employment, service employment, K-12 public school employment, all other employment, school enrollment, university enrollment, and area. Preparation of the base year OCTAM data for OCP-2030 will begin in this MOU cycle; this will include work with OCTA on a disaggregation of the service employment category into two subcategories for the OCP-2030 base year estimates and exploration of including the subunits in the OCP modeling dataset projection years.

## **Entitlement Dataset & Support Services**

Provide support to Orange County jurisdictions in the development of the entitlements database and other data requested by SCAG during the development of the 2028 and 2032 RTP/SCS. Monitor development process to ensure Orange County data is incorporated.

## **Consolidated Boundary and Annexation Program (CBAS)**

CDR staff will report annual jurisdictional boundary and feature changes through the voluntary program of the U.S. Census Bureau that allows for a consolidated annual review of jurisdiction boundaries. This review will be done using the official County Surveyor/OC LAFCO jurisdiction GIS boundary file. Orange County jurisdictions will be able to opt in or out of this CDR service annually. CDR will notify each participating jurisdiction and OC LAFCO of the outcome of the BAS review, i.e., whether there were any areas where jurisdiction boundaries needed to be corrected.

## **Building Footprints**

Using the building footprint geodatabase deliverable accessed through OCDAP, for CDR's internal use, CDR will work to append and expand the building footprint attributes in Orange County by general use type, e.g., residential (with ADUs; using CDR's HIS address-level housing activity geodatabase), employment, schools, and accessory structures like carports.

## **COMMITTEES**

### **Participate in Sponsor Technical Advisory Committees as Requested**

Participate in appropriate Sponsor technical advisory committees, such as OCCOG TAC, County's Demographic Steering Committee, OCTA's Modeling TAC, Orange County Data Acquisition Partnership Steering and Technical Advisory Committee, and SCAG's Technical Working Group and other regional working groups.

### **Coordinate with SCAG and SCAG Committees**

This service revolves around the incorporation of OCP into the SCAG growth forecast. This service includes participation in SCAG expert panels and workshops to develop assumptions for their population and employment projections; monitoring the discussions relevant to the development of SCAG's growth forecast at SCAG policy committees and subregional coordinator meetings; and coordinating with relevant SCAG staff on this issue.

## **Coordinate with University Research Centers**

CDR staff will coordinate with UCI and Chapman University research centers to ensure consistency between the CDR's forecast and estimates and those produced by these institutes.

## **2026-2029 CONTRIBUTING PARTNER LAFCO-FUNDED PROJECTS:**

**Sphere of Influence Estimates:** CDR will update its master polygon file on an annual basis with changes to the county islands and sphere of influence (SOI) boundaries. CDR will produce annual estimate of January 1 population, housing, and acreage for each of the county islands, 2020 Census Designated Places (CDPs) and SOI polygons upon completion of the annual Housing Inventory System to maintain this information in preparation for OC LAFCO's municipal service reviews. This effort includes updates covering the period from current January 1 back to the most recent Decennial Census using population control totals from the State Department of Finance.

**Disadvantaged Unincorporated Communities (DUCs):** On an annual basis after the ACS 5-year block group data is released, CDR will calculate and identify the Disadvantaged Unincorporated Communities (DUCs) within Orange County based on LAFCO's definition. Each year, CDR will provide LAFCO with a shapefile of the DUCs in Orange County and a shapefile of the DUC portions within the unincorporated portions of Orange County. The first regular annual deliverable began in January 2024.

**Boundary and Annexation Report:** Working with OC LAFCO over the three-year MOU cycle, CDR will attempt to build a historical reference collection of these reports going back to 2000 as information is available.

## **2026-2029 CONTRIBUTING PARTNER OC SAN-FUNDED PROJECT: Population Estimates**

CDR will update its master polygon file on an annual basis with changes to the OC San boundaries. CDR will produce annual estimate of January 1 population upon completion of the annual Housing Inventory System. This effort includes updates covering the period from current January 1 back to the most recent Decennial Census using population control totals from the State Department of Finance.

## **NEW PROJECTS & SERVICES**

### **Annual Accessory Dwelling Unit (ADU) Report**

Using information from the Housing Inventory System (HIS), CDR staff will produce an annual report on the housing construction and demolition activity by jurisdiction of Accessory Dwelling Units (ADUs). This will include annual activity for multiple years for the 35 jurisdictions and Orange County. Information will be released in aggregate form at the jurisdiction level in a PDF.

### **2030 Decennial Census Geographic Support**

The CDR will participate in the geographic program updates leading up to the 2030 Decennial Census. These will include programs such as the Local Update to Census Addresses (LUCA) program; Block Boundary Suggestion Project (BBSP); and Participant Statistical Area Program (PSAP) to update block group, census tract, and CDP boundaries.

**Attachment 3**

Proposed Draft Work Program 7/2026 - 6/2029

	07/26	10/26	01/27	04/27	07/27	10/27	01/28	04/28	07/28	10/28	01/29	04/29	07/29
OC Facts and Figures		▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲
OC Progress Report	▲				●	■	▲				●	■	▲
Boundary & Annexation Report				▲				▲				▲	
Housing Activity Report		▲				▲				▲			
ADU Report		▲				▲				▲			
OC Projections 2026 & Report	■	■	▲										
OCP 2026 secondary variables	■	■	■	▲									
Census Data by TAZ	■	■	■	■	■	■	■	■	■	■	■	■	■
Append Building Footprints	■	■	■	■	■	■	■	■	■	■	■	■	■
Pop & Housing by TAZ	●	■	■	■	▲	■	■	■	▲	■	■	■	▲
Employment by TAZ	■	■	■	■	■	■	▲					●	■
Housing Inventory System	■	■	■	■	▲	■	■	■	▲	■	■	■	▲
Pop & Housing by Partial CT	■	■	■	■	▲	■	■	■	▲	■	■	■	▲
Special District Annual Estimates	▲			●	■	▲		●	■	▲		●	■
Calibrate Demog & Econ Models			●	■	■	■	▲						
Consolidated Boundary & Annexation		●	■	▲		●	■	▲		●	■	▲	
Public Information	■	■	■	■	■	■	■	■	■	■	■	■	■
Maintain CDR Homepage	■	■	■	■	■	■	■	■	■	■	■	■	■
Info for Media	■	■	■	■	■	■	■	■	■	■	■	■	■
Process Census Info	■	■	■	■	■	■	■	■	■	■	■	■	■
State Data Center Affiliate support	■	■	■	■	■	■	■	■	■	■	■	■	■
RHNA Allocations	■	■	■	■	■	■	■	■	■	■	■	■	■
2030 Census Geographic Support	■	■	■	■	■	■	■	■	■	■	■	■	■
Entitlement Dataset & Support Services	■	■	■	■	■	■	■	■	■	■	■	■	■
OC LAFCO Annual Population Estimates	▲			●	■	▲		●	■	▲		●	■
OC LAFCO Disadvantaged Communities	●	▲	●	■	▲		●	■	▲		●	■	▲
OC San Annual Population Estimates	▲			●	■	▲		●	■	▲		●	■

● Startup  
▲ Milestone/Completion

## Attachment 4: Special Terms and Conditions

### 1. Invoicing for Payment

Prompt Payment to Subconsultants, if applicable: ASC or Subconsultant shall pay any sub-tier consultant for satisfactorily completed work no later than ten (10) days of receipt of each payment from SPONSOR or CONTRIBUTING PARTNER unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with SPONSOR or CONTRIBUTING PARTNER's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the ASC or Subconsultant in the event of a dispute involving late payment or nonpayment by the ASC, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

### 2. Written and Electronic Versions of Work Products and Related Work Materials

All work products produced under the Agreement shall contain the following disclaimer:

*“The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) through the U.S. Department of Transportation (DOT). The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of CDR Sponsors, Contributing Partners, or DOT. This report does not constitute a standard, specification or regulation.”*

### 3. Compliance with Laws, Rules, and Regulations

ASC shall perform all services under the Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

### 4. Contingency Fees or other Unlawful Consideration

a. ASC certifies, by execution of this MOU, except bona fide employees or bona fide established commercial or selling agencies maintained by ASC for the purpose of securing business, no person or external agency has been employed or retained by ASC to solicit or secure the Agreement for a commission, percentage, brokerage, or contingency fee for breach or violation of this warranty, SPONSOR or CONTRIBUTING PARTNER has the right in its sole discretion to terminate its partnership from the Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

b. ASC further certifies that the Agreement was not obtained or secured through rebates,

kickbacks or other unlawful consideration either promised or paid to any SPONSOR or CONTRIBUTING PARTNER employee. For breach or violation of this warranty, SPONSOR or CONTRIBUTING PARTNER shall have the right, in its discretion, to terminate its partnership from the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

5. Records Retention and Audits

- a. ASC and its Subconsultant(s), if applicable, shall maintain all source documents, books, and records connected with their performance of the Agreement for a minimum of three (3) years from the date that SPONSOR or CONTRIBUTING PARTNER makes final payment to ASC or until audit resolution is achieved for each annual OWP Agreement (between SPONSOR or CONTRIBUTING PARTNER and Caltrans), whichever is later, and all other related, pending matters are closed.
- b. ASC shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of the applicable Project Number(s) by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures related to such Project Number(s).
- c. Upon request, at any time during normal business hours and as often as SPONSOR or CONTRIBUTING PARTNER, The State Controller, County Auditors (in SCAG region), or other government agencies or any duly authorized representative may deem necessary, ASC shall make available for examination all of its records with respect to all matters covered by the Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records relating to all matters covered by the Agreement. Such records and access to the facilities and premises of ASC shall be made available during the period of performance of the Agreement, and for a minimum of four (4) years following the close of SPONSOR or CONTRIBUTING PARTNER's Fiscal Year.
- d. ASC agrees and shall require that all of its agreements with Subconsultant(s), if applicable, contain provisions requiring adherence to this section in its entirety.

6. Federal and State Lobbying Activities Certification

- a. ASC certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SPONSOR or CONTRIBUTING PARTNER, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, ASC shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
- c. This certification is a material representation of fact, upon which reliance was placed when the Agreement was entered into. Submission of this certification is a prerequisite for making or entering into the Agreement pursuant to 31 U.S.C. 1352.
- d. ASC also agrees that it will require that the language of this certification be included in all agreements with subconsultants which are funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants, if applicable, shall certify and disclose accordingly.

## 7. Certifications and Assurances

- a. ASC shall adhere to the requirements contained in SPONSOR or CONTRIBUTING PARTNER's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SPONSOR or CONTRIBUTING PARTNER's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SPONSOR or CONTRIBUTING PARTNER's OWP. Such requirements shall apply to ASC to the same extent as SPONSOR or CONTRIBUTING PARTNER and may include, but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  - (2) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. ASC shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SPONSOR or CONTRIBUTING PARTNER's OWP. Such assurances shall apply to ASC to the same extent as SPONSOR or CONTRIBUTING PARTNER, and include but are not limited to the following areas:
  - (1) Standard Assurances
  - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
  - (3) Drug Free Work Place Agreement

- (4) Intergovernmental Review Assurance
- (5) Nondiscrimination Assurance
- (6) Nondiscrimination on the Basis of Disability
- (7) Certification and Assurances required by the U.S. Office of Management and Budget

c. ASC shall require its Subconsultant(s), if applicable, to comply with these Certifications, and agrees to furnish documentation at no cost to SPONSOR or CONTRIBUTING PARTNER to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

## 8. Cost Principles

a. ASC agrees to comply with the following:

(1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., 2 CFR Part 225 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), “Cost Principles for State, Local, and Indian Tribal Governments,” and successors thereto, shall be used to determine the allowability of individual project cost items, and

(2) the Federal administrative procedures in accordance with “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, et seq., and successors thereto.

b. Any costs for which ASC receives payment or credit that is determined by a subsequent audit or other review by either SPONSOR or CONTRIBUTING PARTNER, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225 ( Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or successor there to); 48 CFR, Chapter 1, Part 31; or 2 CFR Part 200, et seq., and successors thereto, are to be repaid by ASC within thirty (30) days of ASC receiving notice of audit findings. Should ASC fail to reimburse moneys due SPONSOR or CONTRIBUTING PARTNER within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, SPONSOR or CONTRIBUTING PARTNER is authorized to withhold future payments due ASC.

c. ASC agrees to furnish documentation to SPONSOR or CONTRIBUTING PARTNER to support this requirement that all of its agreements with Subconsultants, if applicable, contain provisions requiring adherence to this section in its entirety.



**INFORMATION ITEM**

March 2, 2026

**TO: Planning & Operations Committee**

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

Staff Contact: Vicki Osborn, Dir. of Emergency Management/WEROC  
Miriam Aldana, WEROC Specialist

**SUBJECT: SOLE SOURCE – IN CASE OF CRISIS SOFTWARE APPLICATION**

**STAFF RECOMMENDATION**

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Staff recommends the Planning & Operations Committee receive and file the information.

**REPORT**

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**Purpose**

This item provides information on the sole-source selection of *In Case of Crisis*, an emergency management software application. Pursuant to Administrative Code Section 8004, under the General Manager’s authority, a two-year sole-source contract was awarded to RockDove Solutions, Inc. in an amount of \$8,000 annually, not to exceed \$16,000 for both calendar years 2026 and 2027.

**Background**

The Water Emergency Response Organization of Orange County (WEROC), administered by the Municipal Water District of Orange County (MWDOC or District), helps protect Orange County’s water and wastewater systems through emergency planning and coordinated response. As a trusted partner to 36 local agencies, WEROC brings together resources and expertise to strengthen regional resilience.

Since 2015, the District has utilized the *In Case of Crisis* software application as a regional crisis management and coordination tool available to all WEROC member agencies,

Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Budgeted amount: \$8,000 Annually
Core: <input checked="" type="checkbox"/>	Choice: <input type="checkbox"/>	Movement between funds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action item amount: N/A		

supporting emergency response, situational awareness, documentation, and operational continuity across Orange County’s water and wastewater sector.

### **Discussion**

The *In Case of Crisis* software application uniquely offers a centralized, secure repository for emergency plans, protocols, templates, Incident Command System (ICS) forms, operational guides, and member agency contact information, strengthening regional preparedness and coordination. To ensure sensitive information remains protected, access to agency-specific plans and playbooks is controlled through a permission-based system administered exclusively by MWDOC staff. This ensures appropriate security and governance of emergency management materials.

In the event of an emergency, the software application supports real-time communication, allowing users to download critical response information to mobile devices and transmit information directly to WEROC and the Orange County Sheriff’s Department Emergency Management Division.

In addition to supporting member agencies, the platform is used by MWDOC staff to access employee contact information, distribute Emergency Operations Center (EOC) activation notifications, locate designated work-injury medical clinics, review Injury and Illness Prevention Program protocols, access disaster readiness guidance, and administer a Family Check-In Line.

The *In Case of Crisis* software application, administered by RockDove Solutions, Inc., uniquely provides a comprehensive and secure emergency management resource for both WEROC member agencies and MWDOC staff. It is for this reason that the General Manager authorized a two-year sole-source contract in an amount of \$8,000 annually, not to exceed \$16,000, for both calendar years 2026 and 2027.

### **ALIGNMENT WITH BOARD STRATEGIC PRIORITIES**

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- Clarifying MWDOC’s mission and role; defining functions and actions.*
- Balance support for Metropolitan’s regional mission and OC values and interests.*
- Strengthen communication and coordination of messaging.*
- Work with member agencies to develop water supply and demand objectives.*
- Solicit input and feedback from member agencies.*
- Invest in workforce development and succession planning.*

<b>Attachments/Links:</b>
Attachment 1: Sole Source Procurement Justification


# MUNICIPAL WATER DISTRICT OF ORANGE COUNTY


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



- A. Supplier Information/Name of Company and Prime Contact at the Supplier and at MWDOC: In Case of Crisis, administered by RockDove Solutions, Inc.
- B. Actual Expense to WEROC for Calendar Years 2026 and 2027:  
\$16,000 total/\$8,000 annual
- C. Product(s) or Service(s) to be provided and Deliverables:  
In Case of Crisis, administered by RockDove Solutions, Inc. is a , a crisis management software application that helps emergency responders prepare for, and respond to, disasters and other threats.
- D. Justification Definition:  
The In Case of Crisis application has been utilized by the District, WEROC, and the 36 WEROC Member Agencies since 2015. The program uniquely offers a centralized, secure repository for emergency plans, protocols, templates, Incident Command System forms, operational guides, and member agency contact information, strengthening regional preparedness and coordination. To ensure sensitive information remains protected, access to agency-specific plans and playbooks is controlled through a permission-based system administered exclusively by MWDOC staff, ensuring appropriate security and governance of emergency management materials. The application is deeply integrated into our emergency response management and RockDove Solutions continues to improve its systems and stay current with today's environment.
- E. Budget Line Item Reference & Amount:  
7440-2010-25 \$8,000/annual
- F. Core or Choice designation:  
Core

G. Signature/Approvals:

DocuSigned by:  
  
 2EF5A92E2A814FB...  
 Requestor 2/24/2026 | 12:45 PM PST  
 Date

DocuSigned by:  
  
 DB0E5C258E3B412...  
 General Manager 2/24/2026 | 12:46 PM PST  
 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.

# Public Affairs Department: Activity Highlights



COHOSTED IE WATER WORKFORCE SUMMIT: PIPELINE TO POSSIBILITIES

50% OPENS 6,661  
3% CLICKS

<https://conta.cc/4teRPBM>

COHOSTED SCC FILM SCREENING & STUDENT NETWORKING EVENT



75TH VIDEO SERIES: PARTNERSHIPS & POCKET PARK

<https://go.mwdoc.com/Q79bOb>

SEED LIBRARY DISPLAY IN FOUNTAIN VALLEY LIBRARY

ATTENDED PUBLIC RELATIONS SOCIETY OF AMERICA'S CONFERENCE

**WEAA** Water Energy Alliance  
**Water UCI**  
Educate. Empower. Employ.

## LEADERSHIP ROUNDTABLE #22 PART TWO

Join us for Part Two of our interactive discovery series featuring a presentation of Part One findings and real-time polling with WATER UCI and industry leaders.

**DATE**  
February 24, 2026

**TIME**  
12:00 PM - 2:00 PM

**WEEA & WATER UCI HOSTED LEADERSHIP ROUNDTABLE #22**



OCWD GWRS TOUR FOR MWDOC STAFF

7.5% SOCIAL MEDIA ENGAGEMENT RATE  
A Good Rate is 1-5%

<https://go.mwdoc.com/cJwiBO>

<b>ENGINEERING &amp; PLANNING</b>	
<b>2025 Urban Water Management Plans and 2025 Water Shortage Contingency Plans</b>	<p>The Department of Water Resources (DWR) released the Draft 2025 Urban Water Management Plan (UWMP) Guidebook in November 2025 and the Final UWMP Guidebook in early February 2026. There are no changes to the Water Code, which translates to only minor updates to the UWMP Guidebook. The due date for the UWMPs remains July 1, 2026.</p> <p>Metropolitan Water District of Southern California (Metropolitan) held a UWMP Coordination Meeting in November 2025 and released their Member Agency Review Draft 2025 UWMP in December.</p> <p>The Draft 2025 UWMPs for Municipal Water District of Orange County (MWDOC or District) and 23 Participating Agencies developed with the assistance of Carollo Engineers (Carollo) as the prime consultant along with subconsultants CDM Smith and Maddaus Water Management were released for agencies' review in phases in mid to late February. The Final Draft UWMPs are scheduled to be completed in April for Public Review with Board and City Council adoption in May and June 2026. In conjunction with the UWMP effort, MWDOC and Participating Agencies are also updating their Water Shortage Contingency Plans, which are scheduled for Public Review and for Board and City Council adoption during the same timeframe as the UWMPs.</p>
<b>MWDOC Geographic Information Systems (GIS) Implementation</b>	<p>A Request for Proposal (RFP) to invite qualified and experienced consulting firms to submit a proposal to assist with the Year 1 implementation of a MWDOC GIS system was released on November 21, 2025, and proposals were due January 20, 2026. MWDOC staff are reviewing the proposals and will provide recommendations for the consultant contract award to the Board in Spring 2026.</p>
<b>Upcoming Metropolitan Shutdowns</b>	<p>Metropolitan has scheduled two shutdowns in the Spring 2026 timeframe with impacts to Orange County. The schedules remain unchanged from last month, including</p> <ul style="list-style-type: none"> <li>• Diemer Water Treatment Plant Shutdown (March 2-8, 2026) – Installation of backup chlorine feed lines, diffusers, and additional sampling lines to provide additional redundancy.</li> <li>• Irvine Cross Feeder Shutdown (April 8-10, 2026) – Pre-stressed Concrete Cylinder Pipe (PCCP) inspection.</li> </ul>

# Water Emergency Response Organization of Orange County (WEROC) Activities Report

## February 2026

### INCIDENTS/EVENTS

*(EVENTS LISTED ONLY INCLUDE WEROC INVOLVEMENT. EVENTS AND INCIDENTS HAPPEN EVERYDAY, BUT MAY NOT REQUIRE REPORTING, OR COORDINATION WITH WEROC)*

Cyber Incident (1 Agency)

### WEROC MEMBER AGENCY PLANNING, COORDINATION AND PROGRAM EFFORTS

#### **America's Water Infrastructure Act (AWIA) Compliance**

In February, Herndon Solutions Group (HSG) conducted Emergency Response Plan (ERP) revision workshops with Tier 2 agencies. The WEROC team participated in all meetings to provide direct technical support and coordination assistance to member agencies. Concurrently, Risk and Resilience Assessments (RRAs) for Tier 3 agencies began in RRA workshops. In February, there were 15 meetings conducted with member agencies for this project.

Two Tier 2 agencies requested to increase the level of effort to a major level. Those change orders have been executed and filed.

Janine continues to provide ongoing project coordination support to the WEROC Director, including participation in the Municipal Water District of Orange County (MWDOC or District) AWIA monthly progress meetings with HSG and attendance at multiple agency-specific coordination meetings. Miriam is being trained to assume this responsibility with Janine's retirement at the end of March.

#### **WEROC Coordination Meeting**

On February 9, WEROC convened its quarterly coordination meeting with member agencies, bringing together regional water and wastewater partners for operational updates and strategic alignment. The meeting included introductions of new WEROC team members and featured partner presentations from AT&T FirstNet and Verkada on communications resilience and cloud-managed physical security solutions. Staff provided

an overview of the WEROC Annual Report, highlighting 2025 accomplishments and strategic priorities moving forward. Regulatory discussions included Government Code § 8607.2 and Health & Safety Code § 116275 requirements, along with updates on AWIA compliance efforts, California Worker Adjustment and Retraining Notification (CalWARN) coordination activities, California Governor’s Office of Emergency Services (CalOES) engagement, cybersecurity developments, and the Department of Water Resources tank program.

Operational readiness and resource coordination were key focus areas of the meeting. Staff provided updates on the Regional Fuel Resiliency Plan and next steps, the Orange County Fire Authority (OCFA) Fire Marshal meeting recap, Urban Area Security Initiatives (UASI) grant-funded water trailers, and the Mobile Command Vehicle. WEROC also reviewed the annual training and exercise calendar, reintroduced the “In Case of Crisis” platform, reinforced contact database maintenance and monthly radio testing protocols, and provided state and federal legislative and Federal Emergency Management Agency (FEMA) updates impacting the sector. The meeting concluded with a roundtable discussion, allowing member agencies to share current concerns, emerging issues, and coordination needs across the Operational Area.

### **WEROC Legislation Watch**

WEROC is actively tracking a series of state legislative proposals and policy concepts emerging from the January 2025 Los Angeles County wildfires that directly affect water and wastewater emergency operations, infrastructure resilience, and mutual aid. Recently chaptered special-session measures (AB X1-4 and SB X1-3) provide significant recovery funding authority tied to the Los Angeles fires, and WEROC is monitoring how those funds may support water and wastewater infrastructure repair and hardening efforts. WEROC is also tracking enacted hydrant protection and water theft legislation, including AB 1075 and SB 394, which strengthen local authority over hydrant access, private firefighting resource coordination, and backflow protection during incidents—issues highlighted during wildfire response operations.

In addition, WEROC is closely watching broader policy momentum around wildfire water reliability, including backup power requirements for fire-flow systems (building on AB 367 as a potential statewide model), grant funding concepts for rural and small system fire-flow infrastructure (similar to AB 372), and proposals to streamline post-disaster permitting, such as SB 904. Mutual aid framework expansions impacting public works and utility crews remain under review to ensure alignment with Standardized Emergency Management System (SEMS) principles.

Finally, WEROC has reviewed recently introduced legislation by Senator Bob Archuleta that would establish a statewide Water Utility Worker Identification Program administered through CalOES. While the bill's intent is to facilitate disaster zone access for utility personnel, preliminary review has identified several significant operational and policy concerns. These include questions regarding governance and oversight, credential issuance and revocation controls, integration with existing frameworks, fiscal impacts to utilities, and the potential for unintended conflicts with established incident command authority during active emergencies.

Given these concerns, Vicki has coordinated with government affairs representatives to begin development of formal policy talking points. Based on the bill's current language, the recommended position is Oppose Unless Amended, pending substantive revisions to ensure alignment with established emergency management doctrine, preservation of local agency authority, and practical field implementation during incidents. In her role as CalWARN President, Vicki is also sharing information with statewide partners and has engaged with the American Water Works Association (AWWA) California-Nevada section, which has expressed similar concerns regarding the bill as currently drafted.

### **WEROC Readiness Mobile Command Vehicle/Peters Canyon Location**

On February 13, 2026, WEROC confirmed that the rodent issue at the Peters Canyon facility had been fully resolved, with no rodents found in the building. This was achieved through coordination with the Metropolitan Water District including sealing access points and completing minor facility repairs.

During the 2-week assessment, Thevin identified another facility issue and has reached out to Metropolitan Water District to resolve it. The short-term mitigation effort was completed by the Metropolitan Water District.

We plan to proceed with professional cleaning as the next step toward restoring full functionality of the facility. Staff will continue to monitor the completion of the remaining items.

### **WEROC Presentations, Training, and Exercises**

#### **Training and Exercises for Member and Partner Agencies in February:**

G 191 Incident Command System (ICS)/EOC Interface – Orange County Sanitation District – February 3, 2026 (Vicki)

ICS 100/700 – South Coast Water District – February 4, 2026 (Vicki)

ICS 200/800 – South Coast Water District – February 5, 2026 (Vicki)

ICS 100/700 – City of Orange – February 6, 2026 (Vicki)

ICS 200/800 – City of Orange – February 6, (Vicki)  
Basic Public Information Officer – February 10-12, 2026 (Moulton Niguel Water District)  
(CalOES Delivery and obtained for free)  
G 191 ICS/EOC Interface – Orange County Sanitation District – February 17, 2026 (Vicki)  
ICS 100/700 – Moulton Niguel Water District – February 18, 2026 (Vicki)  
(Cancelled due to Federal Shutdown)  
ICS 300 – City of Brea, February 24-26, 2026 (Vicki) (Cancelled due to low enrollment)

On February 5, Miriam supported the Irvine Ranch Water District (IRWD) with the Annual Emergency Operations Team/Center Functional Exercise. Miriam was an evaluator and provided insights to the team's ability to problem solve and respond to an emergency using the emergency operations center model.

### **WEROC Regional Fuel Planning Project**

Staff is waiting on the third draft of the Request for Proposals (RFP) from HSG based on the comments received and compiled. In parallel, staff are facilitating conversations with member agencies during meetings, events, and training sessions to encourage consideration of fuel planning and/or identifying gaps. These discussions cover the type of fuel used, its applications, and whether the agency has a Fuel Point of Distribution (FPOD) in place.

### **Operational Area, State and Federal Meetings** (Specific details can be provided as requested from the board)

February 02: Statewide Mutual Aid Regional Advisory Committee (MARAC) Presentations  
February 02: CalWARN Website Development Meeting  
February 05: Orange County Emergency Management Meeting  
February 13: Assistance to Orange County Cities with training curriculum development for the City EOC Academy  
February 13: Bi-Weekly WARN Chair Meeting with AWWA  
February 13: CalWARN Meeting with California Utilities Emergency Association (CUEA) on partnership and merger  
February 24: IRWD VEOCI Demonstration  
February 26: New Tech Committee  
February 27: Bi-Weekly WARN Chair Meeting with AWWA

## Other Events, Information and WEROC Activities

### **Federal Shutdown impacts to WEROC Agencies (Training & Grant Impacts)**

In mid-February, Congress did not finalize funding for the Department of Homeland Security (DHS), resulting in a lapse in appropriations and a partial federal shutdown affecting FEMA operations.

As a result, FEMA's online Independent Study ICS training platform was temporarily taken offline. This has directly impacted WEROC member agencies by cancelling two scheduled classes this month, affecting approximately 80 personnel who were unable to complete required coursework following WEROC-led training. The duration of the outage remains unknown.

Potential additional impacts to member agencies may include delays in FEMA Public Assistance reimbursements, slowed processing of Project Worksheets, and pauses in Hazard Mitigation and preparedness grant awards or modifications.

WEROC is monitoring the situation and will provide updates as federal operations resume.

### **CalWARN Update**

In addition to WEROC responsibilities, Vicki continues advancing CalWARN priorities in her role as President. Recent efforts have focused on refining a proposed Memorandum of Understanding (MOU) to strengthen governance, organizational structure, and long-term sustainability. In February, she met with CUEA leadership to explore potential collaboration and alignment, including governance, membership value, and administrative efficiencies to better serve California utilities. Updates will be provided as discussions continue.

The new CalWARN website is nearing launch, with final system refinements underway and regional chairs currently being trained on platform functionality.

### **WEROC Personnel – Janine's Departure**

This report reflects the final participation activities that will include Janine's attendance at the Planning & Operations Committee prior to her retirement. Vicki extends her sincere appreciation for Janine's more than nine years of dedicated service. She has been an exceptional employee and a valued member of both the MWDOC and WEROC teams, and she will be greatly missed.

**Status of Water Use Efficiency Projects  
January 2026**

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>SoCal Water\$mart Residential Indoor Rebate Program</b>	Metropolitan Water District of Southern California (Metropolitan)	Ongoing	Ongoing	<p>In January 2026, 82 high-efficiency clothes washers and 0 residential premium high-efficiency toilets were installed in Orange County.</p> <p>To date, 131,697 high-efficiency clothes washers and 62,018 high-efficiency toilets have been installed through this program.</p> <p>In January 2026, 0 commercial devices were installed in Orange County.</p>
<b>SoCal Water\$mart Commercial Rebate Program</b>	Metropolitan	Ongoing	Ongoing	<p>To date, 119,831 commercial devices have been installed through this program.</p> <p>In January 2026, 12 flow-monitoring devices were installed in Orange County.</p>
<b>Flow-Monitoring Device Rebate Program</b>	Metropolitan	Ongoing	Ongoing	<p>To date, 1,084 flow-monitoring devices have been installed through this program. More than 3,300 verified flow-monitoring devices have been installed in Orange County; however, not all were installed via the rebate program.</p> <p>In January 2026, 42 residential and 11 commercial smart timers were installed in Orange County.</p>
<b>Smart Timer Rebate Program</b>	Metropolitan	Ongoing	Ongoing	<p>To date, 36,332 smart timers have been installed through this program.</p>

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Rotating Nozzles Rebate Program</b>	Metropolitan	Ongoing	Ongoing	In January 2026, 0 rotating nozzles were installed in Orange County.  To date, 586,657 rotating nozzles have been installed through this program.
<b>Rain Barrel Rebate Program</b>	Metropolitan	Ongoing	Ongoing	In January 2026, 5 rain barrels were installed in Orange County.  To date, 9,093 rain barrels have been installed through this program.
<b>Turf Replacement Program</b>	Municipal Water District of Orange County (MWDOC)	Ongoing	Ongoing	In January 2026, 20 rebates totaling \$661,002.89 were paid in Orange County.  To date, the Turf Replacement Program has removed approximately 30.7 million square feet of turf.
<b>Spray to Drip Rebate Program</b>	MWDOC	Ongoing	Ongoing	In January 2026, 5 rebates totaling \$22,377 were paid in Orange County.  To date, the Spray to Drip Program has converted approximately 6.3 million square feet of standard spray irrigation to drip irrigation.
<b>Tree Rebate Program</b>	MWDOC	Ongoing	Ongoing	In January 2026, 45 eligible trees were planted in Turf Replacement Program project areas.  To date, 521 trees have been planted through this program.
<b>Landscape Design Rebate Program</b>	MWDOC	Ongoing	Ongoing	In January 2026, 4 landscape designs received a rebate through the MWDOC Turf Replacement Program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
<b>Landscape Design Rebate Program (cont.)</b>				To date, a total of 1,195 landscape design and/or landscape maintenance packages have been delivered to MWDOC Turf Replacement Program customers.
<b>Industrial Process/ Water Savings Incentive Program (WSIP)</b>	Metropolitan	Ongoing	Ongoing	<p>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.</p> <p>Total water savings to date for the entire program is 1,286 Acre-Feet per Year (AFY) and 11,784 Acre-Feet (AF) cumulatively.</p>
<b>Recycled Water Retrofit Program</b>	Metropolitan	Ongoing	Ongoing	<p>This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water.</p> <p>To date, 194 sites irrigating a total of 1,756 acres of landscape have been converted. The total potable water savings achieved by these projects is 3,901 AFY and 33,789 AF cumulatively.</p>

**Public & Government Affairs Activities Report  
January 28, 2026 – February 24, 2026**

<p><b>Member Agency Support</b></p>	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Hosted the 2026 Consumer Confidence Report (CCR) Kick-off Meeting with Member Agencies on February 10</li> <li>• Met with Santa Margarita Water District staff to provide feedback on their Emergency Communications Plan</li> <li>• Coordinated with the City of Westminster’s Tuan Pham who presented a proclamation for Municipal Water District of Orange County’s (MWDOC or District) 75<sup>th</sup> Anniversary at the board meeting</li> </ul> <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Provided process and background details to Trabuco Canyon Water District regarding Congressionally Directed Spending and Community Project Funding (commonly known as earmarks), including known deadlines</li> </ul>
<p><b>Community and Special Events</b></p>	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Hosted a planning meeting for the 2026 Orange County Water Summit with MWDOC and Orange County Water District (OCWD).</li> <li>• Attended the Public Relations Society of America’s (PRSA) Western District Conference in Newport Beach from February 2-4</li> <li>• Participated in The Metropolitan Water District of Southern California’s (Metropolitan) Public Information Officer Workgroup on February 12</li> <li>• Coordinated a tour of Orange County Water District’s Groundwater Replenishment System (GWRS) for MWDOC staff</li> <li>• Responded to a California Landscape Contractors Association (CLCA) request to provide giveaways for the spring Home and Garden Expo at the Orange County Fairgrounds</li> </ul> <p>Government Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Participated in the California Special Districts Association (CSDA) Professional Development Committee, where we reviewed upcoming trainings and events, and reviewed the procedures for the upcoming annual awards</li> <li>• Coordinated numerous details with Don Barnett, Executive Director for the Colorado River Basin Salinity Control Board, to host their working group meeting at the MWDOC offices, February 17-19</li> <li>• Worked with Santa Margarita Water District and OCWD staff to present to the Colorado River Basin Salinity Control Board working group, and coordinate with OCWD to provide the group with a tour of GWRS</li> </ul>
<p><b>Education Initiatives</b></p>	<p><b>General Education</b></p> <p>Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Met with OC Pathways to discover areas of potential collaboration and student support</li> <li>• Met with the City of Westminster, the Wyland Foundation, and Saddleback College to discuss using Coronet Park as a pilot site for experiential landscape maintenance training</li> <li>• Participated in the Orange Unified School District Career Technical Education Water Course Curriculum meeting</li> <li>• Coordinated with Moulton Niguel Water District to co-host a regional Project WET (Water Education Today) Teacher Training on May 16</li> </ul>

	<ul style="list-style-type: none"> <li>• Connected an International School of Orange County elementary teacher with MWDOC Water Use Efficiency team to guest star on a student-led podcast</li> <li>• Interviewed by two Orange County high school students, hosts of the student-created podcast <i>Filling in the Future</i>: <a href="https://open.spotify.com/episode/4hzwNukEh69MKcojSE08UN">https://open.spotify.com/episode/4hzwNukEh69MKcojSE08UN</a></li> </ul> <p><b>MWDOC K-12 Choice School Programs</b> Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Provided information regarding MWDOC Choice K-12 School Programs to: City of Anaheim, City of Buena Park, City of Brea, and City of Westminster</li> </ul> <p><b>Water Energy Education Alliance (WEEA)</b> Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Participated in the American Water Works Association (AWWA) Water 2050 Workforce Working Group <ul style="list-style-type: none"> <li>◦ Provided additions to the Water Workforce Strategy Assessment and shared resources</li> </ul> </li> <li>• Co-hosted and participated in Inland Empire <i>Pipeline to Possibilities: Building the Next Water Workforce Summit</i></li> <li>• Hosted and facilitated <i>WEEA Leadership Roundtable #22 (Part Two)</i>, featuring a presentation and live polling session led by the Water University of California, Irvine (UCI) student-forward research team</li> <li>• Met with a Career Technical Education teacher to review logistics and key takeaways from the recent Villa Park High School industry presentations, which reached 1,500 students and highlighted careers in water</li> <li>• Participated in the Water Workforce Ad Hoc Committee hosted by the Water Replenishment District</li> <li>• Met with OCWD to discuss logistics for a career-centered tour and hands-on activities for Villa Park High School students</li> <li>• Participated in The Metropolitan Workforce Development Summit planning meeting</li> <li>• Co-facilitated the Santiago Canyon College documentary screening and student networking event <ul style="list-style-type: none"> <li>◦ Prepared questions and met with the event coordinator and panelists</li> <li>◦ Promoted the event online to highlight sponsors WEEA, MWDOC, Moulton Niguel Water District, Yorba Linda Water District, DXP Water, and promotional partners California-Nevada section of AWWA, and Santa Ana River Basin section of California Water Environment Association</li> </ul> </li> </ul>
<p><b>Digital Communications, Publications, and Media Engagement</b></p>	<p>Public Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Prepared and sent <a href="#">the February issue of eCurrents</a> <ul style="list-style-type: none"> <li>◦ Open rate 50% (industry standard 28%)</li> <li>◦ 6,624 opens</li> </ul> </li> <li>• Developed and distributed social media content across all MWDOC social media channels</li> <li>• Migrated the MWDOC website server to increase speed and security</li> </ul>

**Special Projects**

Public Affairs Staff:

- Coordinated and distributed Seed Library Displays in the Fountain Valley Library and the Roosevelt-Walker Community Center in Santa Ana, which supported the Water Use Efficiency department
  - Display included a Quick Response (QR) code to engage with MWDOC social media, a save water pledge coloring page, seed paper bookmarks, and other branded giveaway items
  - Collaborated with the Fountain Valley Branch librarian and the City of Santa Ana’s water use efficiency staff
- Assisted the Water Use Efficiency Department with its Environmental Protection Agency’s WaterSense reporting
- Designed and translated the spring bill inserts for member agencies
- Participated in California Water Efficiency Partnership’s (CalWEP) Education & Outreach Task Force meeting on February 11

Government Affairs Staff:

- Administered the Independent Special Districts of Orange County (ISDOC) Quarterly Luncheon
  - Drafted the Meeting Agenda
  - Prepared Talking Points
  - Introduced Speakers and provided updates
- Drafted the ISDOC Executive Committee meeting agenda and edited last month’s minutes
- Circulated the ISDOC Executive Committee meeting notice and agenda
- Staffed the ISDOC Executive Committee meeting and provided updates
- Staffed the monthly Water Advisory Committee of Orange County (WACO) meeting featuring guest speaker Eric Saperstein, who provided a federal update
- Drafted and circulated the WACO Planning Committee agenda
- Staffed the WACO Planning Committee meeting
- Reviewed videos and background, and ranked potential keynote speakers for the upcoming CSDA Conference

**Outreach Metrics**

Public Affairs Staff:

- Google Performance Analytics (GM Report Timeframe)
  - 130 business profile interactions
  - 1,520 people viewed the business profile
- Website Analytics (GM Report Timeframe)
  - 14,241 pageviews
  - Top pages for this date range
    - Home Page – 2,825
    - Board Meetings – 742
    - Poster Awareness Contest – 564
    - Turf Replacement Rebate – 518
    - Commercial Rebates – 416
    - Residential Rebates – 355
  - ocwatersmartparks.com: 14 site sessions
- ocwatersmartgardens.com Analytics (January 2026)
  - 61,369 Sessions, 61,000 New Users
  - Top pages for this date range
    - Plant Botanical Name

	<ul style="list-style-type: none"> <li>▪ Landing Page</li> <li>▪ Fire Resistant CA Friendly Plants</li> <li>• Social Media (GM Report Timeframe) <ul style="list-style-type: none"> <li><i>According to Hootsuite, the global leader in social media management, a good engagement rate is between 1% and 5%. For this period, MWDOC's engagement rate is 7.5%</i></li> <li>○ 7,351 post reach (number of people) <ul style="list-style-type: none"> <li>▪ 551 Post engagement (actions taken – likes, shares, etc.)</li> </ul> </li> </ul> </li> </ul>
<p><b>Legislative Affairs</b></p>	<p>Government Affairs Staff:</p> <ul style="list-style-type: none"> <li>• Attended a webinar hosted by the California Department of Natural Resources titled, "What's Happening on the Colorado?"</li> <li>• Provided feedback on proposed legislation to CSDA staff</li> <li>• Participated in the Association of California Water Agencies (ACWA) Federal Affairs Committee meeting</li> <li>• Attended the ACWA Legislative Symposium in Sacramento</li> <li>• Participated in the California Municipal Utilities Association (CMUA) Regulatory Committee meeting in Sacramento</li> <li>• Participated in the CMUA Legislative Committee meeting in Sacramento</li> <li>• Coordinated with Metropolitan staff on the status of the Port Chicago compliance and draft legislation</li> </ul>