MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATIONS COMMITTEE
April 3, 2023 8:30 a.m.

This meeting will be held in person. 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.

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	(877) 853 5247 Toll-free
Webinar ID:	**882 866 5300#**

P&O Committee:
Director McVicker, Chair
Director Nederhood
Director Seckel

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

Ex Officio Member: Director Yoo Schneider

MWDOC Committee meetings are noticed and held as joint meetings of the Committee and the entire Board of Directors and all members of the Board of Directors may attend and participate in the discussion. Each Committee has designated Committee members, and other members of the Board are designated alternate committee members. If less than a quorum of the full Board is in attendance, the Board meeting will be adjourned for lack of a quorum and the meeting will proceed as a meeting of the Committee with those Committee members and alternate members in attendance acting as the Committee.

ROLL CALL

PUBLIC COMMENTS - Public comments on agenda items and items under the jurisdiction of the Committee should be made at this time.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED - Determine there is a need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee)

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO MEETING -- Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the District's business office located at 18700 Ward Street, Fountain Valley, California 92708, during regular business hours. When practical, these public records will also be made available on the District's Internet Web site, accessible at http://www.mwdoc.com.

PRESENTATION ITEM

1. PRESENTATION REGARDING SOLVE THE WATER CRISIS & NEXT STEPS

ACTION ITEMS

2. APPROVAL/RATIFICATION OF PARTICIPATION IN THE CENTER FOR DEMOGRAPHIC RESEARCH (CDR)

3. MOULTON NIGUEL WATER DISTRICT USE OF THE ORANGE COUNTY HYDRAULIC MODEL

4. RESCINDING MWDOC'S WATER SHORTAGE CONTINGENCY PLAN LEVEL 2

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

5. 2023 WATER POLICY FORUM & DINNER SCHEDULE

6. MWDOC CHOICE SCHOOL PROGRAMS UPDATE

7. STATUS REPORTS
   a. Ongoing MWDOC Reliability and Engineering/Planning Projects
   b. WEROC
   c. Water Use Efficiency Projects
   d. Public and Government Affairs

8. REVIEW OF ISSUES RELATED TO PLANNING OR ENGINEERING PROJECTS, WEROC, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, PUBLIC AFFAIRS PROGRAMS AND EVENTS, PUBLIC INFORMATION PROJECTS, PUBLIC INFORMATION CONSULTANTS, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

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

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

Item No. 1

PRESENTATION ITEM
April 3, 2023

TO: Board of Directors

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

Harvey De La Torre
Interim General Manager

Staff Contact: Heather Baez

SUBJECT: **PRESENTATION REGARDING SOLVE THE WATER CRISIS & NEXT STEPS**

STAFF RECOMMENDATION

Staff recommends the Board of Directors receive and file the presentation

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

On June 15, 2022, the MWDOC Board of Directors authorized MWDOC to join the Solve the Water Crisis coalition as a participating member. MWDOC's investment of $15,000 helped to implement the first phase of the program, seeking to bring awareness to California policymakers and leaders on the systemic water supply crisis we are currently facing. In addition, the first phase was designed to educate and communicate the level of urgency that is required by the State, and the necessary and immediate actions needed to improve the water infrastructure system to adjust to climate change occurring across the state.

One of the key outcomes of the awareness raised by the Solve the Water Crisis effort is a proposed legislative initiative to compel the State to take actions in developing new water supplies. This effort, which was the initiative of leading water agencies throughout the State and the California Municipal Utilities Association (CMUA), is focused on advancing

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

legislation - SB 366 (Caballero). This bill requires the Department of Water Resources, in coordination with other state agencies and a stakeholder advisory committee, reform the California Water Plan to identify and support development of 15 million acre-feet of new water supply by 2050, with an interim target of 10 million acre-feet by 2040. This legislation will also be supported by a public outreach effort - California Water for All - that will build on the momentum of the Solve the Water Crisis initiative. SB 366 will be brought to the MWDOC Board of Directors for a position at the Joint Board Workshop meeting on Wednesday, April 5.

To provide an update on the Solve the Water Crisis coalition's efforts since its formation last spring and to outline the coalition's next steps, MWDOC staff has invited Craig Miller, General Manager at Western Municipal Water District, and a founding member, to provide an update and overview.

Attached:

Solve the Water Crisis Key Successes
Solve the Water Crisis Monthly Report, February 2023
California Water for All Proposal
California Water for All Flyers

WESTERN WATER
Powered by water.
Driven by service.

Solve the Water Crisis Coalition Update & CA Water for All Campaign

April 3, 2023



1

SOLVE THE WATER CRISIS
COALITION MISSION

- Education campaign
- Enhance awareness among California decision makers
- Set the stage for a statewide solution
- Make water supply a top State priority

SOLVE THE WATER CRISIS
ACT NOW TO SECURE CALIFORNIA'S FUTURE.

2

SOLVE THE WATER CRISIS
Growing Participation

SOLVE THE WATER CRISIS
ACT NOW TO SECURE CALIFORNIA'S FUTURE.

By the Numbers

27 Board Members: Funding the effort - water providers from across California

85+ Pledged supporters advancing Solve the Water Crisis' goals

100+ Interested supporters in the process of pledging membership or support





3

SOLVE THE WATER CRISIS
COALITION SUCCESSES

- Mobilized education campaign
- Aligned more than 30 water managers
- Achieved engagement from more than 70 community partners
- Coordinated with ACWA, CMUA, and other public relations campaigns
- Statewide messaging shift from the Governor's Office
- Earned media placements and published op-ed articles
- Unanimous Consensus on a solution through SB 366 (Caballero)

SOLVE THE WATER CRISIS
ACT NOW TO SECURE CALIFORNIA'S FUTURE.

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DIGITAL AD SUCCESSES

Google Display Ads

- 74,062 clicks
- 10.5 million impressions

Google Search Ads

- 10,010 clicks
- 337,891 impressions

YouTube Video Ads

- 301,478 video views
- 479,086 impressions
- 62.9% view rate (compared to average 31.9%)







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KEY SUCCESSES (CONT.)

Website Traffic (Year to Date)

- 92,169 visitors to the website
- 109,442 page views
- 216 people filled out forms to support/learn more/sign up for newsletter





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Leveraging Momentum

COMMUNITIES FROM ACROSS THE STATE RECOGNIZE NEED FOR ACTION

Water, water, everywhere—Yet California can't seem to get a drink

Lake County Record-Bee

How will the West adapt as the Colorado River diminishes?

npr

Despite the recent storms, water storage efforts on the Peninsula underperformed.

Monterey County Weekly

Ventura County's precarious water status

VC Star.

California's snowpack is melting faster than ever before, leaving less available water

Los Angeles Times

Patchwork fixes can't hold water or serve our state

AgAlert

California debates what to do with water from recent storms

AP

Calif. water rules foreshadow eliminating $4.5bil from Valley's economy, report says.

The Sun

California needs to invest in solutions for the water crisis, not a bullet train

CalMatters

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Successful Education Creates a Sense of Urgency







8

THE LEGISLATIVE SOLUTION: SB 366 (Caballero)

Educate key audiences on a comprehensive legislative solution to address California's water supply and reliability crisis, including statewide and long-term benefits to the State.

1. Establish bold water supply targets
2. Modernize the CA Water plan for a 21st century climate
3. Ensure accountability for state agencies on water management issues

CMUA CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

SOLVE THE WATER CRISIS
ACT NOW TO SECURE CALIFORNIA'S FUTURE.

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CMUA CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

CA WATER FOR ALL

SB 366: Legislative Support Program

Public Relations Campaign

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Program Overview

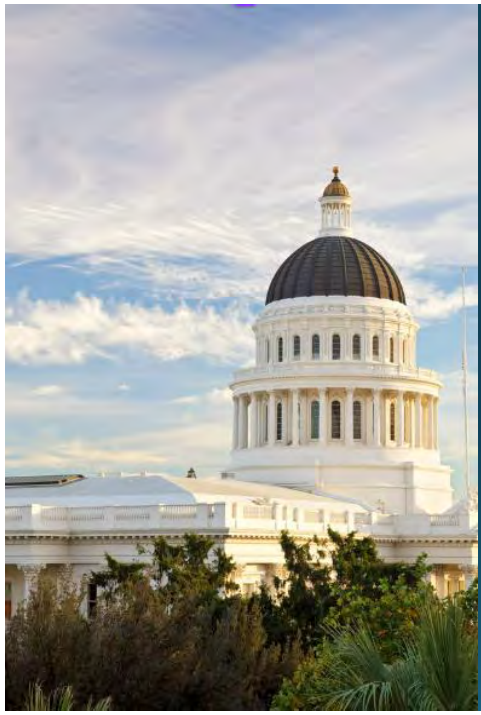
- California Municipal Utilities Association (CMUA) advocacy and public relations campaign in support of SB 366
- Broad-based, diverse support and funding from water agencies and others
- Public relations effort necessary to pass major water community legislation

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PR Campaign Tactics

- MESSAGING, COLLATERAL
- WEBSITE
- STAKEHOLDER EDUCATION
- MEDIA ENGAGEMENT
- POLICYMAKER ENGAGEMENT
- RESEARCH
- DIGITAL

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Recent Activities: Coordination with Senator Caballero

- SB 366 press release
- Op-ed: Inadequate Water Supply Threatens the CA Way of Life
- Editorial Boards
- In-district media event

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Program Implementation: Stakeholder Engagement

- Water agencies
- Agriculture
- Builders/construction
- Cities/counties
- Housing
- Local chambers
- Labor
- Environmental
- Municipalities
- Recreation
- Tourism
- Social justice

CCEEB

CSAC

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Prior Support from MWDOC

Phase 1: $15,000 Investment
- Solve the Water Crisis Education Campaign

Today's Request

Phase 2: $20,000 Investment
- CA Water for All Public Relations Campaign

CA WATER FOR ALL

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We must work <u>together</u> to demand the modernization of California's water system.

A two-year invest of $35k to drive real change to California's water management from one of scarcity to abundance.

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Questions?

PRESENTED BY:

Craig Miller, General Manager
cmiller@wmwd.com | 951.571.7282

@WESTERNWATER

WESTERN WATER



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SOLVE THE WATER CRISIS
ACT NOW TO SECURE CALIFORNIA'S FUTURE.

Solve the Water Crisis Key Successes

Phase 1: defined the crisis and elevated the narrative

- March 2022: Effort launched publicly
- April 2022: Began stakeholder and media education
- May 2022:
  - Effort launched at ACWA Conference
  - Material development/dissemination targeted at policymakers on defining the crisis
- June 2022:
  - Distributed press release, "Water agencies call on State to address long-term water supply crisis"
  - Organized and sent letter to legislative leadership and Newsom Administration from water agencies
  - Organized and sent letter to legislative leadership and Newsom Administration from ag interests
  - Launched phase one digital ad campaign
  - First op-ed ran in Southern California News Group (SCNG), authored by Craig Miller and Paul Helliker, "California's Water Supply Crisis is More Than This Drought", appeared in all SCNG 1 outlets, both digital and print, reach included:
    - Web: **9.4 million** monthly unique visitors, **20.1 million** monthly page views
    - **Print** ran in all SCNG outlets for a total of **684K** readership
- July 2022:
  - Hit milestone of securing 26 water agency supporters/funders
  - Launched Communications Working Group
- August 2022:
  - Conducted editorial board meetings
  - Distributed press release, "Water Agencies Applaud Governor Newsom's New Water Supply Strategy"

Phase 2: educated policymakers on potential solutions to address the crisis

- September 2022: Material development/dissemination targeted at policymakers on potential solutions
- October 2022: Hit milestone of securing 80 supporters
- November 2022:
  - Launched 2-minute video defining the crisis
  - Organized and sent letter to legislators from board members urging immediate solutions
  - Launched phase two digital ad campaign
  - Op-ed ran in San Diego Voice, authored by Kim Thorner and Gary Arant, "Despite Preparation, San Diego is Not Protected from California's Severe Water Supply Crisis".
  - Op-ed ran in Bakersfield Californian, authored by Western Growers/Dave Puglia, "The Water Supply Crisis is Devastating California's Agriculture Industry. It's Time for a Crisis-Level Response,".

- December 2022:
    - Organized and sent letter from board to legislators urging action in upcoming legislative session
    - Began coordination of Water Solutions Summit
- January 2023:
    - Distributed press release, "Recent storms reveal extent of crisis: Drought and long-term water supply threat will continue"
    - Achieved consensus from coalition membership and boarder water manager group on a solution through SB 366 (Caballero)

Phase 3: pushing policymakers towards a legislative solution this year, SB 366

- February 2023:
    - Stakeholder and policymaker education, pushing towards a legislative solution, SB 366
    - Organized and sent letter to legislators calling for immediate action this session
- March 2023:
    - Organized and sent letter to ag interests urging support of CA Water for All and educating on SB 366, repurposed letter with relevant legislators
    - Organized and send letter to housing interests urging support of CA Water for All and educating on SB 366, repurposed letter with relevant legislators
    - Organizing additional letters to organizations in key sectors impacted by water supply crisis including manufacturing, energy, and tourism, will also share with legislators
    - Continue to collaborate with CA Water for All on key efforts around SB 366 including a press release issued by Senator Caballero, a launch press release for the coalition effort, and an opinion piece authored by Senator Caballero

Key metrics

Supporters

- 27 water agency funders
- Over 85 supporters

Digital Ads YTD

- *Google Display Ads*
    - 74,062 clicks
    - 10.5 million impressions
- *Google Search Ads*
    - 10,010 clicks
    - 337,891 impressions
- *YouTube Video Ad*
    - 301,478 video views
    - 479,086 impressions
    - 62.9% view rate (compared to average 31.9%)
- Ads also appeared in Western City, a monthly online publication provided by the League of California Cities to elected city officials and city department heads, and Capitol Morning Report, a daily publication widely read by political audiences in California.

Website Traffic YTD

- 92,169 visitors to the website
- 109,442 page views
- 216 people filled out forms to support/learn more/sign up for newsletter

Search Engine Results

- The Solve the Water Crisis website ranks high on Google for key terms such as “how can we solve water crisis”, “California water shortage solutions”, “water crisis”, “how to solve the water crisis in California”.
- The website is shown among established organizations, news publications, and government websites such as CNN.com, PBS.org, water.ca.gov, ucla.edu, USGS CA Water Science Center, among others.



To ensure a successful path to a legislative win for the water community in 2023, it is critical to have a public relations (PR) program designed to support the legislation and to run parallel with the advocacy strategy. A sustained, well organized, and established effort that can hit the ground running in the beginning of 2023 alongside a legislative proposal is key to an effective and comprehensive effort in 2023.

The drought and water supply shortage have received overwhelming coverage over the last 18 months, and the education efforts have provided a basis for gaining widespread support for comprehensive, necessary, and fundamental changes in California's water system through a legislative solution.

Goals of PR Campaign

KP will work with CMUA and Steering Committee members to ensure the goals of the legislative support PR effort align with the public policy objectives of water community legislation. Initial identified goals include:

- Near term:
    - Educate State decisionmakers about the impacts of the water supply shortage, its consequences, and necessary solutions.
    - Establish broad, statewide support for a solution by bringing together diverse stakeholders and influencers.

- Throughout the legislative session:
    - Build support for a comprehensive legislative solution that will transform the water system for the next generation of Californians.
    - Encourage the Governor and the legislative leadership to address long-term water supply needs of the state, in collaboration with water agencies and the water community.

Goals of Legislation

The legislation will be designed to transform California water management so that instead of managing for scarcity, the State will work toward water supply targets to ensure water for all.

Main goals:

- Establish bold water supply targets,
- modernize the California Water Plan for a 21st century climate, and
- ensure accountability for state agencies on water management issues.

Organization and Structure

Under the leadership of CMUA, create a coalition of water agencies, wastewater service providers and other stakeholders to support legislative efforts that make comprehensive changes to California's water policy intended to establish specific goals for the State over the next decade and beyond.

Role of the Steering Committee

- Create a Steering Committee of seven members who will advise CMUA on the PR effort.
- The Steering Committee will have input on legislative strategy, but final decisions will be made by CMUA.
- The Steering Committee will meet on a bi-weekly basis.

Role of Coalition Membership

The Coalition will be kept informed about legislative and PR developments by CMUA and will meet on a monthly basis to discuss progress and coordination of lobbying and PR efforts.

Role of KP

- KP will serve as the lead consultant for the legislative PR support program.
- KP will work with CMUA and the Steering Committee to ensure day-to-day execution of the program.

Funding

- CMUA members will provide funding for the effort through the organization's funding process.
- CMUA may also receive contributions from non-members supporting the PR effort.
- Organizations (water agencies and others) who would like to participate at the funding level will be asked to make a one-time $20,000 contribution to CMUA.

Strategy

The PR effort will focus on implementing key strategies to achieve the most effective and efficient legislative support in 2023, including:

- Overall Strategy
    - Continue to define the current water supply problem and communicate the future water needs of the state, demonstrate the inability of the state to meet those needs because of climate change and system limitations, and clearly articulate the water supply goals the state must accept to achieve the supply levels that will serve residential, business, agricultural, and environmental uses.

- Specific Strategies

    - Engage stakeholders and Sacramento influencers to demand that action be taken – demonstrate the existing problem in legislative districts, making the case for a legislative solution, emphasizing that all parties need to work together to transform the existing water supply system.
    - Leverage the environmental and water expert studies, reports, etc. that detail the long-term impact of climate change on CA water resources.
    - Elevate the narrative and legislative proposal around a comprehensive, long-term policy solution that can benefit the entire state including residents, businesses, agriculture, environment, all industries and sectors, communities, CA's economy, and future generations.
    - Through historical and current evidence, demonstrate to policymakers the need for new and bold policy solutions to address the current problem, ultimately generating enough support to get a proposal passed.
    - Make the issue relevant to specific regions of the state, focusing on targeted legislative districts.

Target Audience

This effort will not be focused directly on the public, but will instead prioritize influential audiences that will have the greatest impact on California policymakers, including:

- Policymakers
    - Select members on key committees including water and budget
    - Legislative leadership
    - Water champions

- Governor Newsom and relevant state agencies.
- Local community stakeholders working with participating water agencies to push educational information through their platforms.

Preliminary Message Themes

It is important that the tone of messaging strikes a balance between painting a clear picture of a severe problem in need of a bold legislative solution, including an assertive, but not aggressive tone. Messaging may need to be refined once we have final language from the legislative proposal.

Initial messaging themes may include (we will work with CMUA and PR program leadership to fine tune messaging):

- *Legislative solution:* Benefits of long-term, comprehensive water community legislation to the entire state.
- *Impacts:* Water supply impacts include ag, environment, economic, local communities, housing, business, energy, increased costs, cuts, and conservation, etc.
- *Investments in infrastructure*: Water supply infrastructure is overdue for significant investments and updates to ensure a reliable water supply to 40 million Californians.
- *Climate change:* The Governor and the Administration are leading the effort to adapt to a hotter, dryer climate that the current system was not designed to accommodate. This effort will

support the Governor's climate adaptation program and engage the public in support of a comprehensive solution.
- *Time to act is now:* Continuing without a legislative solution will negatively impact jobs, industries, businesses, quality of life, health, California's economy, and future generations.
- *Governor's water strategy:* What we need, what we have, and how a legislative solution can provide additional needed elements to supplement the Governor's plan.

Program Elements and Tactics

In all program elements and tactics, it will be critical that we **explain the legislative solution,** reinforcing why it's important to the state, residents, businesses, environment, local communities, and the economic health of California today and into the future.

Program elements will include:

- *Policymaker Engagement*: Target key legislators in districts based on committee makeup.
- *Coalition Building*: Build broad, statewide support for legislation including all sectors including but not limited to water, ag, business, housing, labor, manufacturing, local chambers of commerce, builders, recreation, social justice, tourism, municipalities, and environmental.
- *Partner with water and other associations: C*onnect the water supply problems with the benefit the association members will receive from a comprehensive legislative solution.
- *Media Engagement*: Use media as a channel to get to our primary audience, continue elevating the issue, impacts, consequences of inaction, and benefits of legislative solution.
- *Digital*: Use digital and social as supplemental and reinforcing elements to the rest of the program.
- *Research*: Use a fiscal expert to dig into costs to get to where the State needs to be.
- *Collateral*: We can repurpose some collateral prepared by other coalition efforts where appropriate, describing impacts from the education effort but will need to be more focused on the benefits of the proposed solution and the tangible deliverables/outcomes of what the proposal will do for the state.
- *Video:* Use short soundbites to create compelling video content that further articulates impacts and need for a legislative solution; will be disseminated to policymakers, media, and third-party allies.
- *Events*: Hold kickoff event once legislation is introduced; in-district events of targeted members leveraging local conditions and impacts as hooks.

Key Considerations

- *Coordination with water agencies/board members:* It will be imperative that we work with water agencies/board members to ensure they have the needed resources, tools, and content to conduct local stakeholder engagement, securing support for legislation.
- *Opposition:* We must proactively plan for and strategically combat anticipated opposition.
- *Timing:* Use the legislative and budget process to build momentum, aligning activities with the legislative calendar.
- *Opportunistic events:* Take advantage of water shortage announcements, news stories, and other organic opportunities to further articulate the impacts and need for a legislative solution.

Tracking and Measurement

- Monthly Activity Reports
- Membership in coalition and support for the legislation
- Media coverage/op-eds
- Digital ad campaign metrics

Tentative Timeline

This program is built around the legislative process, including the months of February through September. A tentative timeline will include the following (we will work with CMUA to ensure timeline aligns with legislative milestones):

- **Confirm support for PR legislative support effort** – January 15
- **Establish leadership of legislative support effort** – January 15
- **Begin formal PR legislative support effort fundraising efforts from water agencies** – February 1
- **Hold press conference/policymaker briefing around bill introduction** – mid-March
- **Implement targeted efforts in key policy committee legislative districts** – March 30 – April 10 (Apr. 10 Legislature reconvenes from Spring recess)
- **Engage media, coalition, and grassroots efforts focused on policy committee vote** – Apr. 28 Last Day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house
- **Publicize the cost of doing nothing for communities, business, state programs, and CA economy to demonstrate that the fiscal impact will be more detrimental under the status quo** – May 19 Last Day for fiscal committees to hear and report to the Floor bills introduced in their house
- **Focus on floor vote** – June 2 Last Day for each house to pass bills introduced in that house
- **Support lobbying effort to gain support of policy committee in second house** – July 14 Last Day for policy committees to meet and report bills
- **Use legislative recess to build momentum** – Aug. 14 Legislature reconvenes from Summer Recess
- **Concentrate public affairs efforts on targeted legislators necessary to secure votes** – Sept. 14 Last Day for each house to pass bills. Interim Study Recess begins at the end of this day's session

Budget

Budget Item	**Cost**
KP management fees ($27,000 @ 8 months)	$216,000
CMUA administrative fee ($5,000 @ 8 months)	$40,000
Digital ($10,000 @ 8 months)	$80,000
Fiscal expert (study)	$30,000
Academic (study)	$30,000
Partnerships	$15,000
Collateral	$6,000
Video	$7,000
Travel, production, administrative	$7,000
TOTAL	**$431,000**

SB 366 Ensures California Has Enough Water for All Beneficial Uses

California must work toward a sustainable water future and address the perpetual water supply challenges that negatively affect our state. The time to act is now. We need to reverse the trend of over reliance on water cutbacks and rationing, and rectify the decades-long, statewide water supply threat that is impacting 40 million Californians.

SB 366 (Caballero) would transform California water management so that instead of managing for scarcity, the State will work toward water supply targets to ensure we have enough water for all beneficial uses. SB 366 would:



Establish bold, necessary water supply targets to capture and produce enough water for all uses.



Modernize the California Water Plan for a 21st century climate.



Ensure accountability for state agencies on water management issues.

SB 366 would revise and recast the California Water Plan statute, updating its provisions to address the extreme climate impacts of the 21st century.

As part of this modernization, the bill would **establish long-term water supply targets for the State** to achieve, require a financing plan, and would update the requirement that state agencies develop a plan to achieve those targets, in consultation with local water agencies, wastewater service providers and other stakeholders.

The targets established in **SB 366 would complement and amplify Governor Newsom's Water Supply Strategy**, ensuring there are water supply targets that extend beyond any single Administration.

The State Needs a New Direction



Consequences of inaction on California's water supply threat are already being felt across the State, in local communities, throughout our economy, and will only get worse if we don't act now. Establishing targets for future water supply will require the state to meet specific milestones to meet California's future water supply needs.

We do this for other vital services. When we set targets for water supply, similar to the State's housing, climate, public safety and education targets, we'll be able to measure progress and how to adjust state policies.

The consequences of inaction are ongoing and will be catastrophic for the future of California and are already being felt today.

California has a responsibility to act to address the ongoing water supply threat.

Policymakers and stakeholders must address the urgency now given the time needed to overhaul the current system.



The State needs additional water supply. It's time for California policymakers, the water community, and all stakeholders to work together to create the water supply we need today and for the future generations of Californians. Immediate action is required and it is incumbent upon policymakers to get California's water supply on the right track to preserve the California way of life, support economic vitality, and fulfill generational responsibility. **It's time for collaboration and solutions through SB 366. All Californians and future generations depend on it.**

CA Water for All is a statewide education effort seeking to educate policymakers on the urgent need for a legislative solution to immediately address California's ongoing water supply threat. The path forward requires bringing together the water community, policymakers, and stakeholders to collaborate on ensuring that we have enough water for all beneficial uses and to support all Californians and future generations.

To learn more, visit: www.CaWaterForAll.com

CMUA CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION



CAWaterForAll.com

CMUA
CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

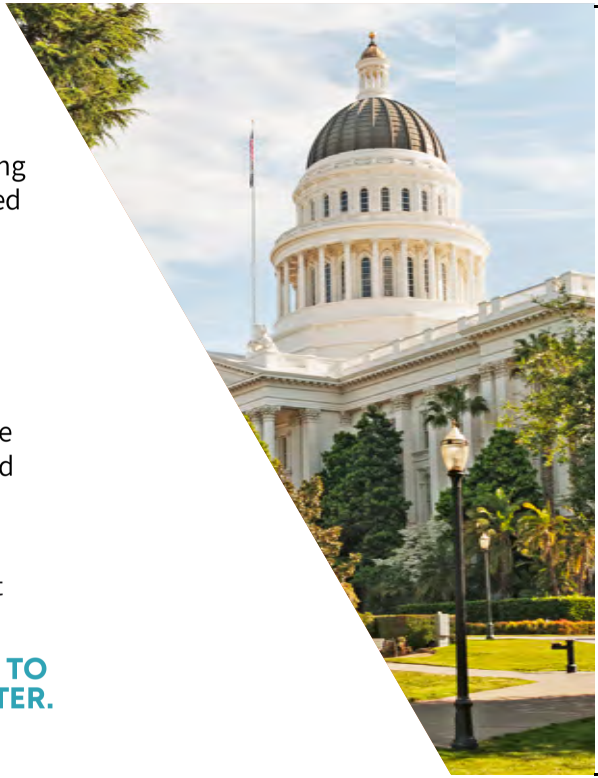
CA Water For All is a statewide effort seeking to educate policymakers on the urgent need for a legislative solution to address California's ongoing water supply threat.

We are focused on bringing together the water community, policymakers, and stakeholders to collaborate on ensuring Californians have a sustainable and reliable water supply for all beneficial uses now and for future generations.

LEARN MORE

Contact Jenny Dudikoff at jdudikoff@ka-pow.com.

SCAN THE QR CODE TO BECOME A SUPPORTER.



California's Future Depends On a Long-term, Comprehensive Water Solution

A changing climate with more frequent dry periods and shorter bursts of heavy rain make water supply in California highly unpredictable. This uncertainty has propelled our state into ongoing water supply challenges that already are impacting our way of life. **These consequences are being felt across the State, in local communities, throughout the economy, harming residents and businesses alike.** Many Californians are left to deal with an unacceptable reality — not having enough clean drinking water, facing increased costs, and dealing with conservation mandates. Farmers face fallowed land which limits their ability to grow food for the State and the Nation, increasing food security risks, while businesses, the environment, and recreational activities all suffer.





California policymakers must address the perpetual water challenges that negatively affect our state. We have the opportunity to reverse the trend of overreliance on water cutbacks and rationing and rectify the water supply crisis that is impacting 40 million residents. Planning for the future today is the only way to ensure that we will have reliable and sustainable water for all Californians in the years to come.



Benefits of a Statewide, Long-term Solution

SB 366 (Caballero) can transform water management in California taking us from a perpetual state of supply vulnerability to a reliable and sufficient water supply that is adequate for all Californians.

SB 366 would:

PRESERVE THE CALIFORNIA WAY OF LIFE

Water supply is central to our homes and communities, habitat and environment, recreation and tourism, and business and economic success.

SUPPORT ECONOMIC VITALITY

The future of all business, from restaurants to technology companies, depends on a reliable water supply.

FULFILL GENERATIONAL RESPONSIBILITY

This generation has the responsibility to develop a water system that will adapt to changes in the environment and allow the state to thrive now and for future generations.

Statewide Water Supply Targets Will Ensure All Californians Have Water Now and Into the Future

Establishing long-term water supply targets through SB 366 (Caballero) would complement and amplify Governor Newsom's Water Supply Strategy. This will ensure that we are planning for the future, beyond any single Administration. Setting targets for water supply, similar to the State's housing, climate, public safety and education targets will enable decision makers to measure progress and adjust state policies accordingly. This will ensure our State is capturing and producing enough water for all beneficial uses instead of relying on cutbacks and draconian measures to meet water supply needs.

The Time to Act is Now

While there have been significant recent investments by the State and federal governments to start on a path toward sustainability, more is needed to create a fully functioning water system that is sufficient in a 21st century climate. This requires collaboration and a commitment to devise and fund water supply targets that will meet our state's needs now and into the future. SB 366 does just this. **Policymakers must embrace this solution, the future of California depends on it.**







CA Water for All is a statewide education effort seeking to educate policymakers on the urgent need for a legislative solution to immediately address California's ongoing water supply threat. The path forward requires bringing together the water community, policymakers, and stakeholders to collaborate on ensuring that we have enough water for all beneficial uses and to support all Californians and future generations.

To learn more, visit: www.CaWaterForAll.com

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Establishing State Water Supply Targets to Make Generational Change

A reliable water supply is critical to every aspect of California's economy and the quality of life for all Californians. Despite decades of efforts to improve the water system, California's infrastructure remains inadequate to meet present needs and is woefully unprepared to meet future needs. To combat this impending collision course, water agencies across California are urging the State to establish targets to ensure our water supply for future generations.

While the State, water agencies, and the public have embraced water conservation, reuse, and recycling, more is needed. We must do more to improve our water supply so that it is reliable and adequate for a 21st century climate and a population of 40 million.







"So much of the water conversation in this State has been about conservation, a scarcity mindset," Governor Gavin Newsom has said. ***"What we are focusing on is creating more supply. We are focusing on creating more water."***

Benefits of Statewide Water Supply Targets

For California's highest priorities — housing, health care, climate change, and education — the State has established specific targets designed to improve the lives of the residents of California. SB 366 (Caballero) creates targets set in statute for the State's most pressing priority and critical resource, a long-term and reliable water supply.

TARGETS CREATE ACCOUNTABILITY

Targets set in SB 366 generate a commitment from the State, the water community, and stakeholders to follow through on comprehensive, long-term water supply solutions that will transform water management.

By creating accountability, the State, the water community, and stakeholders are well positioned to meet the established water supply targets.

TARGETS REQUIRE THE STATE DEVELOP A COMPREHENSIVE PLAN

Setting targets will require the State to develop a comprehensive plan with specific timelines, which will require a corresponding implementation plan and funding, holding policymakers, current and future administrations, and stakeholders accountable.

Targets Have Been Successful in Other Sectors — It's Time to Do the Same for Water

California has a long and successful track record of setting targets through legislation in several sectors to establish desired change benefitting the State, residents, and businesses, including:

CLIMATE

By 2045, achieve net-zero carbon pollution:

- Cut air pollution by 71%
- Reduce greenhouse gas emissions by 85%
- Drop gas consumption by 94%

ENERGY

By 2045, use 100% clean electricity:

- Triple our current electricity grid capacity
- Build 6 gigawatts of new renewable and storage resources annually

HOUSING

By 2030, build 2.5 million new housing units (1 million of which are affordable)

WORKFORCE

- By 2030, ensure there are enough jobs for all Californians who want to work
- By 2030, double the share of workers who have access to benefits

TRANSPORTATION

- By 2035, all new cars sold in CA will be zero-emission vehicles
- By 2050, reduce greenhouse gas emissions to 80% below 1990 emissions levels

EDUCATION

By 2026, have 100% of students able to read by the third grade



The State needs additional water supply. Immediate action is required and it is incumbent upon policymakers to get California's water supply on the right track to preserve the California way of life, support economic vitality, and fulfill generational responsibility. **It's time for collaboration and solutions through SB 366. All Californians and future generations depend on it.**

CA Water for All is a statewide education effort seeking to educate policymakers on the urgent need for a legislative solution to immediately address California's ongoing water supply threat. The path forward requires bringing together the water community, policymakers, and stakeholders to collaborate on ensuring that we have enough water for all beneficial uses and to support all Californians and future generations.

To learn more, visit: www.CaWaterForAll.com

CMUA CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

What Others are Saying

Communities from Across the State Recognize Need for Action

Despite the recent storms, water storage efforts on the Peninsula underperformed

MC NOW
DAILY NEWS FROM MONTEREY COUNTY WEEKLY

California debates what to do with water from recent storms

AP ASSOCIATED PRESS

Ground zero: Rain brings little relief to California's depleted groundwater

CAL MATTERS

Despite deficit, state must invest to protect farming

AgAlert

Creaking California: State's failing water infrastructure vulnerable to Katrina-style disaster from 'inland tsunami'

Washington Examiner

Reservoirs Rise, but Groundwater Woes Remain

NASA earth observatory

How will the West adapt as the Colorado River diminishes?

npr

Calif. water rules foreshadow eliminating $4.5bil from Valley's economy, report says.

The Sun

California needs to invest in solutions for the water crisis, not a bullet train

CAL MATTERS

Water, water, everywhere—Yet California can't seem to get a drink

Lake County Record-Bee

Ventura County's precarious water status

VC Star.

Climate Change and Worsening Conditions

"We really have to keep in mind that we should be thinking away from the concept that drought is just an occasional emergency that happens and goes away to recognizing that we are going to be living in a world with less water."

Jeanine Jones, interstate resources manager
California Dept. of Water Resources, Jan 2023

"We have a changing climate and changing water needs. We have to develop approaches that allow us to adapt in robust ways so that we can still have water systems that are reliable, cost effective, and provide all the services that we need. And we should really be centering the needs of vulnerable communities as we do that adaptation."

Sarah Fletcher, assistant professor, Stanford, Jan 2023

"Here in California, by the end of the 21st century, we are going to have a lot less snow in the mountains. Our snowpack holds about 30 percent of the water that we use over an annual cycle. Many cities in the West rely upon snow to store the water. And as its gets warmer, the snow is not going to be there. So we'll have to adjust our system to losing this important form of water storage. Another thing is the types of droughts that we've just experienced here in California may become more frequent. If that's the case, we're going to have to find ways to supplement the reservoirs that will go dry. We might have to find ways to use groundwater more efficiently. Or store more water to ride out the kinds of droughts we've just experienced."

David Sedlak, dir. of Berkeley Water Center, UC Berkeley

Improved Infrastructure Needed

"These storms made clear the importance of our efforts to modernize our existing water infrastructure for an era of intensified drought and flood."

Karla Nemeth, director, California Department of Water Resources, Jan 2023

"In order to be resilient to floods and drought, which are kind of two sides of the same coin of extreme weather, we need to be able to adapt our infrastructure to the new normal. And that means significantly expanding water recycling, capturing stormwater, modernizing conveyance and recharging groundwater basins, so we're in a race..."

Wade Crowfoot, secretary, California Natural Resources Agency, Jan 2023

"It's time to rethink how we operate the existing infrastructure and what kind of new infrastructure we need, given the increasing extreme events that climate change is bringing."

Peter Gleick, climatologist and co-founder at the Pacific Institute, Jan 2023

"The more we study water supplies and the more stress that's put on existing water supplies, the more problems we discover."

David Sedlak, dir. of Berkeley Water Center, UC Berkeley, Sep 2020

"Especially in the San Joaquin Valley, we need investments to put water in the ground—our largest reservoir for long-term storage (snowpack is short-term)—when it's raining. That's the cheapest and easiest thing to do."

Greg Gartrell, adjunct fellow, PPIC Water Policy Center, Jan 2023

"We have limited capacity in our reservoirs—and not many more places where we can build more dams economically. We do, however, have lots of space in our groundwater basins, but we are not currently set up to get enough of that excess water into the ground right now. Building capacity will require some infrastructure investments (particularly more conveyance), more nimble permitting to divert the water, and agreements with landowners—especially farmers—to spread this water on suitable lands."

Jeffrey Mount, senior fellow, PPIC Water Policy Center, Jan 2023

Clearly, the recent storm system reinforces the need to improve California's existing water conveyance and storage infrastructure, particularly to meet California's needs under the changing hydrologic conditions California has experienced over the last twenty years."

Ian LeMay, chair of the board, Water Blueprint for the San Joaquin Valley, Jan 2023

"Given the critical role of infrastructure in shaping California's water resource outcomes specifically and societal outcomes more generally, the ability of infrastructure governance institutions to change is a critical element of successful adaptation to environmental change."

Dr. Tyler A. Scott, co-director, UC Davis Center for Environmental Policy & Behavior; Dr. Nícola Ulibarrí, associate professor, UC Irvine, Nov 2019

"Our water systems bring water into our cities from great distances, and that means we need lots of infrastructure — dams, reservoirs, treatment plants and pipes. Over time, those systems need to be replaced, and we haven't been spending enough money replacing them. We're talking about systems that are typically 60 to 80 years old. We're faced with a challenge now: We can either replace the systems with what was there before, or take advantage of advances in technology to create water infrastructure that will be more sustainable, resilient and cost-effective.

David Sedlak, dir. of Berkeley Water Center, UC Berkeley, Jun 2017

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CMUA CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

Item No. 2

ACTION ITEM
April 19, 2023

TO: Board of Directors

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

Harvey De La Torre, Interim General Manager

Staff Contact: Charles Busslinger

SUBJECT: **APPROVAL/RATIFICATION OF PARTICIPATION IN THE CENTER FOR DEMOGRAPHIC RESEARCH (CDR)**

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve participation in the Center for Demographic Research for fiscal years 2023-24 ($62,433.14), 2024-25 ($67,789.43), and 2025-26 ($72,648.54) for a total of $202,871.11 over the 3-year Memorandum Of Understanding (MOU) term. The annual amounts will be included in the budgets for each of the above-mentioned fiscal years.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The Center for Demographic Research (CDR) has been the single centralized source of Orange County demographic information since 1996. CDR's prepares a range of demographic forecasts for local, subregional and regional applications regarding population, housing, and employment statistics. The technical complexity of preparing and maintaining

Budgeted (Y/N): Draft	Budgeted amount: $62,433.14	Core X	Choice __
Action item amount: FY 2023-24 $62,433.14; FY 2024-25 $67,789.43; FY 2025-26 $72,648.54		Line item: 70-8810	
Fiscal Impact (explain if unbudgeted): It has been standard practice for the Board to approve 3-year contracts with CDR; the FY 2023-24 amount of $62,433.14 has been included in MWDOC's draft budget.			

demographic forecasts requires a long-term commitment from public agencies to maintain data consistency, quality, and expertise. CDR is supported and overseen by several governmental agencies (Sponsors) under a Memorandum of Understanding (MOU) which is renewed in 3-year cycles. MWDOC has historically shared a sponsorship with OCWD (known as Half Seat members) where each agency pays half of the annual sponsorship dues. Staff recommends continuation of this arrangement.

Background

Following the December 6,1994 County of Orange Chapter 9 bankruptcy; the County instituted several drastic cost-saving measures, including discontinuance of its demographic functions. The Center for Demographic Research was started through California State University, Fullerton (CSUF) in the Spring of 1996 to continue to provide a local voice as well as local technical and managerial expertise, and policy participation in the area of demographics. CDR operates in partnership with CSUF through the College of Humanities and Social Sciences. CDR has always operated on a tight budget, evidenced when the OC Fire Authority opted to discontinue its sponsorship of CDR in early 1997. In July 1997 MWDOC and OCWD agreed to become “half seat” sponsors and provide the needed funding for CDR to continue to provide demographic services for Orange County. Deborah Diep, CDR’s Director, provides excellent service to MWDOC and other agencies, and she is often personally involved in the preparation of CDR work product.

CDR is supported and overseen by several governmental agencies that have joined in a Memorandum of Understanding (MOU) to create the CDR Management Oversight Committee (MOC). Payment of dues entitles representation on the Committee. MWDOC’s current representative on the CDR MOC is Charles Busslinger. The MWDOC alternate representative is Director Al Nederhood. OCWD has a seat on the CDR Technical Advisory Committee (TAC).

For the FY 2023-2026 MOU, OC San has reduced its sponsorship from a full seat sponsor to a contributing (non-voting) sponsor, resulting in the other sponsors’ contributions increasing proportionally in order to maintain the required funding for CDR to operate.

The implications of not funding CDR include:

- Loss of continuity, expertise, and data.
    - The unified set of demographic projections known as OCP (population, housing, and employment data sets) which is used consistently throughout and across OC planning processes at the County, city, and special district levels (including MWDOC); as well as in the Southern California Association of Governments (SCAG) growth forecast, would no longer exist.
        - Loss of consistent datasets which are used for efforts such as agency reports; grant applications; plan developments; and regional, county-wide, and area-wide planning and modeling efforts. These growth forecasts are regularly used by MWDOC and its member agencies.
    - Reliance upon SCAG-developed growth forecasts in lieu of locally developed forecasts, for use in Regional Housing Needs Allocations (RHNA), transportation planning, air quality planning, water planning, and other applications.

  - Orange County would no longer have consistent technical input into the regional demographic data set preparation process. CDR invests significant time to ensure that OC is accurately and fairly represented in the preparation of SCAG forecasts.
  - Each individual city and agency would have to negotiate services and data set preparation on their own with SCAG.

- CDR provides important demographic and GIS support to MWDOC. Without CDR support, MWDOC would need to hire additional consultants to provide these services and/or staff a GIS group.

The latest MOU covers fiscal years 2023- 24, 2024- 25, and 2025- 26; MWDOC' s contributions would be $62,433.14, $67,789.43, and $72,648.54 respectively.

The current membership includes:
OC Transportation Authority (OCTA)
OC Council of Governments (OCCOG)
County of Orange
Transportation Corridor Agencies (TCA)
Southern California Association of Governments (SCAG)
MWDOC (Half Seat)
OCWD (Half Seat)
OC San (Contributing Partner /non-voting)
OC LAFCO (Contributing Partner / non-voting)

CDR's regular products include:

Orange County Progress Report (OCPR)*****, annual
Orange County Projections (OCP- 2022)***** (demographic projections out 25 years)
Orange County Facts and Figures*****
Boundary and Annexation Report*
Housing Activity Report*****
Regional Housing Needs Allocations (RHNA) Updates
Process Decennial Census and American Community Survey Data
CDR is 1 of 36 State Data Center Affiliates providing official demographic data to California's 58 counties.
Population, Housing, Employment by Transportation Analysis Zones
Census Data*****
Disaggregation of OCP- 2022 into Special District Sponsor Agency boundaries such as MWDOC member agencies*****

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

In addition to its regular products, CDR contracts for specific projects with a variety of public agencies. MWDOC engages with CDR to provide a number of services related to OCP-2022 (population, housing, and employment data sets) and MWDOC's and MWDOC's member agencies' political boundaries. In addition to providing maps to MWDOC; CDR recently provided support for the MWDOC 2020 Redistricting process, provided GIS expertise to help untangle a number of member agency boundary inconsistencies, and is

currently working on disaggregating OCP-2022 data by water agency boundary for use in multiple analyses at the MWDOC and member agency level.

BOARD OPTIONS

Option #1:
Staff recommends the Board of Directors approve participation in the Center for Demographic Research for fiscal years 2023-24 ($62,433.14), 2024-25 ($67,789.43), and 2025-26 ($72,648.54) for a total of $202,871.11 over the 3-year Memorandum Of Understanding (MOU) term. The annual amounts will be included in the budgets for each of the above-mentioned fiscal years.

Fiscal Impact: As stated above.

Business Analysis: CDR provides high quality, locally controlled demographic services for Orange County. Additionally, CDR provides disaggregation of population and housing unit data by water agency service boundary, for use in multiple analyses involving household and per-capita water usage. CDR further provides GIS support such as water agency boundary corrections, maps, and GIS analysis as needed. CDR provided support for the 2020 MWDOC Redistricting efforts.

Option #2:
Do not approve participation in the Center for Demographic Research 3-year MOU and provide direction to staff.

Fiscal Impact: Unknown

Business Analysis: See background section.

AGREEMENT NO.

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 27 years and wish to continue their cooperation; and

WHEREAS, the CONTRIBUTING PARTNERS wish to participate in supporting the Center for Demographic Research beginning in Fiscal Year 2010/2011; 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, 2026. 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 2023 through June 2026. 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. Each fiscal year, the SPONSORS and CONTRIBUTING PARTNERS shall review and approve in writing the MOU, work program, and funding arrangement. Such written approval shall constitute a SPONSOR'S or CONTRIBUTING PARTNER'S agreement to participate in this Agreement. 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:

Payment Schedule for 2023-2026	**2023-2024**	**2024-2025**	**2025-2026**	**Three-Year Total**
County of Orange	$124,866.28	$135,578.86	$145,297.07	$405,742.21
Orange County Council of Governments	$124,866.28	$135,578.86	$145,297.07	$405,742.21
Orange County Transportation Authority	$124,866.28	$135,578.86	$145,297.07	$405,742.21
Transportation Corridor Agencies	$124,866.28	$135,578.86	$145,297.07	$405,742.21
Southern California Association of Governments	$124,866.28	$135,578.86	$145,297.07	$405,742.21
Municipal Water District of Orange County	$62,433.14	$67,789.43	$72,648.54	$202,871.11
Orange County Water District	$62,433.14	$67,789.43	$72,648.54	$202,871.11
Orange County Local Agency Formation Commission	$19,500.00	$20,000.00	$20,500.00	$19,500.00
Orange County Sanitation District	$65,433.14	$69,789.43	$72,648.54	$207,871.11
NON-CSUF TOTAL	$834,130.82	$903,262.59	$964,930.96	$2,702,324.37
California State University, Fullerton	$198,533.03	$204,854.98	$210,701.64	$614,089.65
TOTAL	$1,068,663.83	$1,132,117.57	$1,175,632.57	$3,376,413.98

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 2023/2024:	July 2023, October 2023, January 2024, April 2024
Fiscal Year 2024/2025:	July 2024, October 2024, January 2025, April 2025
Fiscal Year 2025/2026:	July 2025, October 2025, January 2026, April 2026

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. Sydney Dawes, Director, ASC Office of 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, 2023 with the exception of the Southern California Association of Governments. The Southern California Association of Governments shall sign this Agreement by September 30, 2023. If all SPONSORS and CONTRIBUTING PARTNERS listed in Section XVIII do not sign by September 30, 2023, 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 of 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 statue(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@ocgov.com

Marnie O'Brien Primmer
Orange County Council of Governments
3972 Barranca Pkwy, Suite J-127
Irvine, CA 92606
marnie@occog.com

Kurt Brotcke
Orange County Transportation Authority
550 S. Main Street
2nd Floor
Orange, CA 92868
kbrotcke@octa.net

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

Valarie McFall
Transportation Corridor Agencies
125 Pacifica, Suite 100
Irvine, CA 92618-3304
vmcfall@thetollroads.com

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

Michael R. Markus
Orange County Water District
18700 Ward Street
Fountain Valley, CA 92728-8300
MMarkus@ocwd.com

Alexander Porter
Administration and Finance, California State University, Fullerton
800 N. State College Blvd., LH-802
Fullerton, CA 92831-3599
porter@fullerton.edu

For CONTRIBUTING PARTNERS:

Carolyn Emery
Orange County Local Agency Formation Commission
2677 N. Main Street, Suite 1050
Santa Ana, CA 92705
cemery@oclafco.org

Robert Thompson
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92738-8127
rthompson@ocsan.gov

For CSU FULLERTON AUXILIARY SERVICES CORPORATION

Sydney Dawes, Director, ASC Office of Sponsored Programs
CSU Fullerton Auxiliary Services Corporation
1121 N. State College Blvd.
Fullerton, CA 92831-3014
sdawes@fullerton.edu

20. Execution

IN WITNESS THEREOF, the SPONSORS, CONTRIBUTING PARTNERS, and the ASC have executed this Agreement on the date first herein written. This Agreement is to be signed in counter parts.

For the CSU Fullerton Auxiliary Services Corporation:

_____ _____
Charles D. Kissel, Executive Director Date

For the County of Orange:

_____ _____
Frank Kim, County Executive Officer Date

For the Orange County Council of Governments:

_____ _____
Marnie O'Brien Primmer, Executive Director Date

For the Orange County Transportation Authority:

_____ _____
Darrell Johnson, Chief Executive Officer Date

For the Southern California Association of Governments:

_____ _____
Kome Ajise, Executive Director Date

For the Foothill/Eastern Transportation Corridor Agency:

_____ _____
Valarie McFall, Interim Chief Executive Officer Date

For the San Joaquin Hills Transportation Corridor Agency:

_____ _____
Valarie McFall, Interim Chief Executive Officer Date

For the Municipal Water District of Orange County:

Megan Yoo Schneider, President of the Board	Date
Harvey De La Torre, Interim General Manager	Date

For the Orange County Water District:

Cathy Green, President	Date
Michael R. Markus, General Manager	Date

For the Orange County Local Agency Formation Commission:

Carolyn Emery, Executive Officer	Date

For the Orange County Sanitation District:

Robert Thompson, General Manager	Date

For California State University, Fullerton:

Alexander Porter, Vice President for Administration & Finance/CFO	Date

Attachment 1: Center for Demographic Research
DRAFT Annual Budget: July 1, 2023 through June 30, 2026

		2023-24	2024-25	2025-26
1	Salaries	$506,994.46	$538,091.84	$555,010.54
2	Benefits	$197,002.10	$212,734.05	$226,691.04
3	Supplies	$5,500.00	$5,500.00	$5,500.00
4	Printing & Publications	$11,000.00	$11,000.00	$11,000.00
5	Meetings, Mileage, & Training	$1,950.00	$1,950.00	$1,950.00
6	Equipment & Virtual Data Server	$4,300.00	$4,300.00	$4,300.00
7	**Expenses**	**$726,746.56**	**$773,575.89**	**$804,451.58**
8	Federally-negotiated Indirect Cost (IDC) / Overhead: 35.5%	$257,995.03	$274,619.44	$285,580.31
9	Office space rent (not subject to IDC)	$83,922.24	$83,922.24	$85,600.68
10	**(A) Gross Total Program Costs**	**$1,068,663.83**	**$1,132,117.57**	**$1,175,632.57**
11	Contributions toward IDC			
12	Non-CSUF SPONSORS/Contributing Partner (22.0%)	$159,884.24	$170,186.70	$176,979.35
13	CSUF contribution (IDC reduction from 35.5% to 22%)	$98,110.79	$104,432.74	$108,600.96
14	Total Indirect Cost (IDC) / Overhead	$257,995.03	$274,619.44	$285,580.31
15	**CSUF Contribution Summary**			
16	Office space rent: 100%[1]	$83,922.24	$83,922.24	$85,600.68
17	Administrative Asst. salary support from HSS Dean[1]	$16,500.00	$16,500.00	$16,500.00
18	Subtotal of CSUF Monetary Contributions	$100,422.24	$100,422.24	$102,100.68
19	IDC / Overhead (Rate reduction from 35.5% to 22%)[2]	$98,110.79	$104,432.74	$108,600.96
20	**(B) Total CSUF Contribution**	**$198,533.03**	**$204,854.98**	**$210,701.64**
21	**NET CDR BUDGET TOTAL: (A) - (B) {Also (C) + (D)}**	**$870,130.80**	**$927,262.59**	**$964,930.93**
22	Contributing Partner (no seat): LAFCO	$19,500.00	$20,000.00	$20,500.00
23	Contributing Partner (no seat, equiv. to 1/2 seat): OC San	$65,433.14	$69,789.43	$72,648.54
24	Cost per full Sponsorship Seat to cover full budget= (Net Budget - LAFCO)/ 6.5 seat equivalent	$130,866.28	$139,578.86	$145,297.07
25	**(C)** 2020-2023 MOU carryover to apply to remaining 6 full seats[3]	$36,000.00	$24,000.00	$0.00
26	Cost per Sponsorship Seat= (Net Budget - LAFCO - OC San - carryover[3])/ 6 remaining seats	$124,866.28	$135,578.86	$145,297.07

		Number of Seats			
27	COUNTY	1	$124,866.28	$135,578.86	$145,297.07
28	OCCOG	1	$124,866.28	$135,578.86	$145,297.07
29	OCTA	1	$124,866.28	$135,578.86	$145,297.07
30	TCA	1	$124,866.28	$135,578.86	$145,297.07
31	SCAG	1	$124,866.28	$135,578.86	$145,297.07
32	MWDOC[4]	0.5	$62,433.14	$67,789.43	$72,648.54
33	OCWD[4]	0.5	$62,433.14	$67,789.43	$72,648.54
34	CSUF	1	see above	see above	see above
35	OC San	0	$65,433.14	$69,789.43	$72,648.54
36	LAFCO	0	$19,500.00	$20,000.00	$20,500.00
37	**(D) TOTAL**	**7**	**$834,130.82**	**$903,262.59**	**$964,930.96**

[1]Monetary contribution

[2]Non-monetary contribution (rate reduction); not included in IV. Funding and Schedule: Payment Schedule for 2020-2023, Page 4.

[3]Carryover is from 2020-2023 CDR MOU and is applied only to those agencies providing full seat sponsorship. $6,000 per full seat in FY 1; $4,000 in FY 2, $0 in FY 3.

[4]MWDOC and OCWD partner to fund one sponsor seat.

Attachment 2
Proposed CDR 2023-2026 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

Preparation and development of OCP-2026 will begin during this three-year MOU with completion and adoption expected in late 2026. OCP-2026 will include continued development of 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 2020 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 recent 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 are recorded though 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 2010 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-2026 will be developed and reviewed by the CDR TAC. 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-2026.

Projected Population, Housing and Employment by TAZ (OCP)

Preparation and development of OCP-2026 will begin during this MOU cycle. Countywide population, housing, and employment for years 2020 through 2050 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)

Preparation of the base year OCTAM data for OCP-2026 will begin 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.

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 2024 and 2028 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.

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.

2023-2026 CONTRIBUTING PARTNER LAFCO FUNDED PROJECT: 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.

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.

NEW PROJECTS & SERVICES

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.

2023-2026 LAFCO FUNDED PROJECT: Disadvantaged Unincorporated Communities (DUCs)

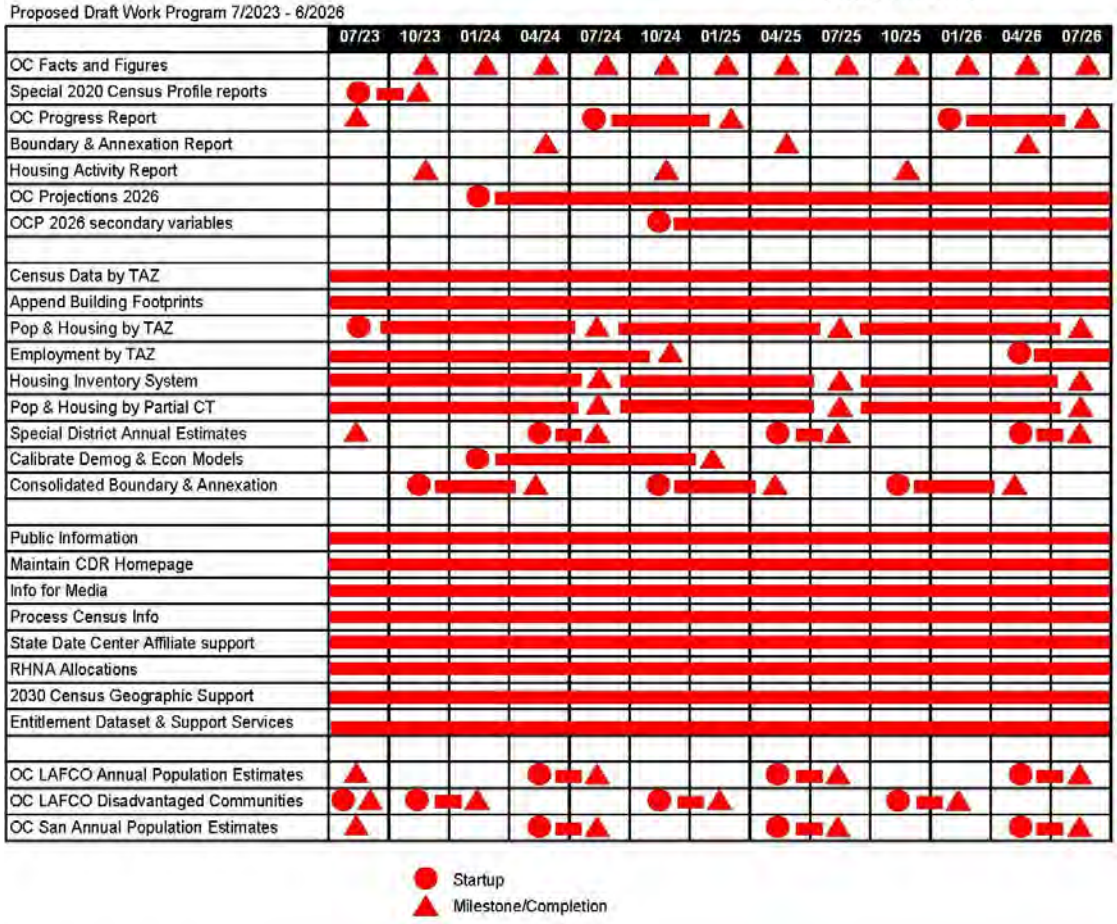
On an annual basis after the ACS 5-year block group data is released, CDR will calculate and identify the Disadvantaged Unincorporated Communities (DUCs) within Orange County based on LAFCO's definition. Each year, CDR will provide LAFCO with a shapefile of the DUCs in Orange County and a shapefile of the DUC portions within the unincorporated portions of Orange County. The first regular annual deliverable will be January 2024. The initial deliverable will include DUC shapefiles for latest ACS data available as of July 2023 for delivery in August 2023.

2023-2026 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.

Attachment 3

Proposed Draft Work Program 7/2023 - 6/2026



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.

Item No. 3

ACTION ITEM
April 19, 2023

TO: Board of Directors

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

Harvey De La Torre, Interim General Manager

Staff Contact: Charles Busslinger

SUBJECT: **Moulton Niguel Water District Use of the Orange County Hydraulic Model**

STAFF RECOMMENDATION

Staff recommends the Board of Directors:

1. Approve the addition of Brown and Caldwell (B&C) to the MWDOC On-Call Technical Services slate under the Engineering area of focus, and
2. Approve two agreements relating to MWDOC member agency use of the Orange County Regional Distribution System Hydraulic Model (OC Hydraulic Model):
    a. Authorize the Interim General Manager to enter into a cost reimbursement agreement with Moulton Niguel Water District (MNWD) to reimburse MWDOC for on-call technical services in conjunction with use of the OC Hydraulic Model and hydraulic modeling services regarding analysis of a proposed emergency pump-in project to the East Orange County Feeder #2 from Santa Ana's East Street Station, in a total not to exceed amount of $21,338 plus a 20% model usage fee of up to $4,268. The final 20% model usage fee will be determined and billed upon completion of MNWD's use of the OC Hydraulic Model.

Budgeted (Y/N):	Budgeted amount:	Core __	Choice __
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted): Consulting services costs not to exceed $21,338 connected with MWDOC member agency use of the OC Hydraulic Model will be reimbursed by the requesting agency. The OC Hydraulic Model has been paid for through MWDOC's general fund. Cost of creation of the hydraulic model will be reimbursed through a 20% usage fee billed at the end of the project.			

b. Approve a consulting services agreement with Brown & Caldwell (B&C) through MWDOC's On-Call Technical Services slate in an amount not to exceed $21,338 for services to complete the scope of work related to hydraulic modeling of a proposed pump-in project to the East Orange County Feeder #2 from Santa Ana's East Street Station as defined by MNWD and B&C.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Background

On May 20, 2020, the MWDOC Board approved the creation of the OC Regional Distribution System Hydraulic Model (OC Hydraulic Model) at a total cost of $188,500. The approval included a cost recovery provision to repay MWDOC's general fund over time for the investment made. The cost recovery will be paid for by member agencies who use the hydraulic model through a 20% usage fee applied to the final cost of the selected consultant's actual fees for conducting analyses using the OC Hydraulic Model. The 20% usage fee will continue to be applied for use of the hydraulic model until the initial investment has been re-paid.

On May 19, 2021, The Board approved an On-Call Technical Services (On-Call Services) slate of consulting firms available to support Reliability Planning, Engineering & Resource Development. The On-Call Services slate was established through a competitive process based upon a review of consultant qualifications to the evaluation criteria stated in the February 8, 2021, MWDOC Request for Qualifications (RFQ). The On-Call Services slate contains multiple consulting firms with requisite expertise in Innovyze's InfoWater modeling software (the software platform the OC Hydraulic Model is built on) and provides MWDOC member agencies a choice of consultants specializing in hydraulic modeling when they wish to use the OC Hydraulic Model. The On-Call Services slate can be amended to add consultants with requisite expertise upon receipt and successful review of a consultant's qualifications using the evaluation criteria established in the February 8, 2021, RFQ (i.e. criteria areas of Technical Approach, Team Experience, Assigned Staff, Organization, and Contracting Processes).

Use of MWDOC's On-Call Services slate through a reimbursement agreement, provides MWDOC the ability to add the 20% model development reimbursement fee, provides for MWDOC to maintain control and administration of the model to meet Metropolitan Water District (MWD) critical infrastructure information sharing requirements, and maintains control of versions of the model to inhibit the creation of conflicting versions of the model from developing over time.

In November 2022, Moulton Niguel Water District staff indicated a desire to use the OC Hydraulic model as part of a detailed assessment of a proposed emergency pump-in project

to East Orange County Feeder No. 2 (EOCF#2) from Santa Ana's East Street Station. This project was identified in a September 2020 Tetra Tech study commissioned by MNWD and Orange County Water District titled "Evaluation of Groundwater Conveyance Options – Connections to the East Orange County Feeder #2".

MWDOC staff worked with MNWD to prepare for MNWD's use of the OC Hydraulic model; and provided MNWD with MWDOC's Standard Agreement for Consultant Services that the engineering consultant will need to sign, and a Reimbursement Agreement between MNWD and MWDOC. MNWD was also notified it would be required to sign MWD's Non-Disclosure Agreement in order to gain access to the OC Hydraulic model. MNWD then asked if additional consultants could be reviewed for inclusion on MWDOC' On-Call Services slate. MNWD was notified that the respondents would need to submit a proposal following the February 2021 MWDOC RFQ, be successfully reviewed against the RFQ evaluation criteria, and then be approved by MWDOC's Board to be included on the MWDOC On-Call Services slate.

On December 1, 2022, MNWD staff issued a Request for Proposals named the "OCWD Basin Emergency Interconnection at Santa Ana East Station" to five pre-qualified firms to provide engineering consulting services to complete a feasibility assessment of alternative pump-in project scenarios to EOCF#2 from Santa Ana's East Street Station. The assessment consists of water quality and hydraulic analyses, and preliminary design services to define the project in sufficient detail to proceed with appropriate environmental documentation.

On March 9, 2023, MNWD's Board approved an agreement with Brown & Caldwell (B&C). B&C submitted a proposal to MWDOC in response to the MWDOC RFQ, and MNWD requested that B&C be reviewed for the possibility of being added to the MWDOC On-Call Services slate.

B&C's proposal was reviewed by MWDOC staff using the RFQ evaluation criteria and found to meet MWDOC's qualifications. B&C provides hydraulic engineering services to multiple agencies including MWD. B&C is currently working on the design for the Prestressed Concrete Cylinder Pipeline (PCCP) Rehabilitation Project for the Allen McColloch Pipeline. B&C has substantial expertise with both Innovyze's InfoWater modeling software and with MWD's hydraulic model; making them a welcome addition to the On-Call Services slate under the Engineering area of focus to provide hydraulic modeling services using the OC Hydraulic Model.

Scope of Work

MNWD's requested use the OC Hydraulic Model includes the following Scope of Work;

> The City (of Santa Ana)'s systemwide hydraulic model and MWDOC's hydraulic model of EOCF#2 will be made available for Consultant to use for this analysis. Consultant will be required to enter into an agreement with MWDOC for use of MWDOC's hydraulic model. Consultants shall include all costs associated with the use of MWDOC's hydraulic model in their proposal as a separate item. This work will be performed under the agreement with MWDOC. All other work will be performed under the agreement with the [Moulton Niguel Water] District. A sample copy of the District's professional services agreement is attached as Exhibit A to this Request for

Proposals. A sample copy of MWDOC's consultant services agreement is attached as Exhibit B.

- Evaluate the following operational scenarios under average day, peak hour, and max day demand conditions. Identify any limitations and recommended improvements.

Scenario 1: Normal operation to the City (of Santa Ana) distribution system via the existing East Street Pump Station

Scenario 2: Emergency operation to EOCF#2 via the proposed EOCF#2 Booster Pump Station

Scenario 3: Hybrid operation to both the City distribution system and EOCF#2 via the existing East Pump Station and proposed EOCF#2 Booster Pump Station

Scenarios 4-5: Two additional operational scenarios to be identified by the City and District during the Feasibility Assessment.

Each of the above scenarios shall be evaluated with the following variants:

- o Only Well No. 26 supplying East Reservoir
- o Only proposed well supplying East Reservoir
- o Both Well No. 26 and proposed well supplying East Reservoir

Perform hydraulic analysis to determine pumping requirements into EOCF#2 to meet end-user pressure requirements. Consultant shall modify and/or supplement the provided hydraulic model(s) as needed to reflect the conceptual proposed piping and facilities between the East Station Facility and EOCF#2.

- Perform transient surge analysis from the proposed EOCF#2 Booster Pump Station, through the proposed piping and facilities between the East Station Facility and EOCF#2, and through EOCF#2. Recommend required surge mitigation facilities meeting Metropolitan Water District (MWD) requirements.
- Evaluate potential pump drawdown interference between existing Well No. 26 and the proposed well. Determine the theoretical mutual water level drawdown interference at each well assuming both wells pumping continuously at maximum capacity for time periods of 1, 30, 60, 90, 120 and 180 days. Evaluate the effects of lower pumping rates for the same time periods. Provide maps of pumping water level and water level drawdown interference contours for each of the pumping rates evaluated. Identify any pumping rate limitations and make recommendations related to construction of the proposed well, including but not limited to perforation depths.

This analysis constitutes a portion of work that MNWD, OCWD, and MWDOC need to address with MWD on in order to gain approval for an emergency pump-in of local water supplies into a MWD operated system (such as EOCF#2) per MWD Administrative Code 4519 - Emergency Deliveries of Member Agency Water Supplies in Metropolitan's System, and MWD's February 13, 2001 Board Policy

governing the quality of new sources of water introduced into MWD operated conveyance facilities.

BOARD OPTIONS

Option #1:

1. Approve the addition of Brown and Caldwell (B&C) to the MWDOC On-Call Technical Services slate under the Engineering area of focus, and
2. Approve two agreements relating to MWDOC member agency use of the Orange County Regional Distribution System Hydraulic Model (OC Hydraulic Model):
    a. Authorize the Interim General Manager to enter into a cost reimbursement agreement with MNWD to reimburse MWDOC for on-call technical services in conjunction with use of the OC Hydraulic Model and hydraulic modeling services for analysis of a proposed pump-in project to the East Orange County Feeder #2 from Santa Ana's East Street Station, in a total not to exceed amount of $21,338 plus a 20% model usage fee of up to $4,268. The final 20% model usage fee will be determined and billed upon completion of MNWD's use of the OC Hydraulic Model.
    b. Approve a consulting services agreement with Brown & Caldwell (B&C) through MWDOC's On-Call Technical Services slate in an amount not to exceed $21,338 for services to complete the scope of work related to hydraulic modeling of a proposed pump-in project to the East Orange County Feeder #2 from Santa Ana's East Street Station as defined by Moulton Niguel Water District (MNWD) and B&C.

Fiscal Impact: Usage fee paid to MWDOC will recover some of the cost of developing the OC Hydraulic Model.

Business Analysis: MWDOC staff continually seeks to improve the reliability of Orange County water resources. MWDOC created the OC Hydraulic Model as an important tool for improving our understanding of potential water quality and operational issues with the goal of avoiding unintended consequences.

Option #2

- Do not approve the agreements.

Fiscal Impact: None

Business Analysis: If the Board does not approve the agreements, MNWD will have to find other means to analyze integration of a potential emergency interconnection project into EOCF #2 without access to the detailed information contained in the OC Hydraulic model. Cost recovery of the OC Hydraulic Model will also be delayed.

STAFF RECOMMENDATION

Option #1

Attachments:

1. Brown & Caldwell Proposal and Rate Sheet
1. MWDOC - MNWD Agreement For Reimbursement Of Consultant Costs And Use of the Orange County Regional Distribution System Hydraulic Model
2. MWDOC Agreement with Brown & Caldwell for Hydraulic Model Work following the Scope of Work developed by MNWD and B&C.

Brown and Caldwell Hydraulic Modeling Services

Firm Background

BC is a full-service, employee-owned corporation. With more than 1,800 employees in 50-plus offices across North America and the Pacific, we are one of the world's largest solely environmentally focused planning, engineering, and construction firms. Our exclusive environmental focus and employee-ownership model allow us to concentrate first on the needs of our clients—not external shareholders— to deliver on our promises.

Brown and Caldwell (BC) is one of the largest environmentally focused firms in the US and a leader in adapting state-of-the-art approaches to safeguarding drinking water and improving vital infrastructure. We offer full-service engineering, construction, and program management services.

BC's strength is in our people. We offer a team of water system planning engineers whose careers are dedicated to hydraulic modeling and planning. Hydraulic models require a significant amount of information to properly develop and perform analyses. Therefore, information evaluation and management are critical. BC commits the necessary resources to provide the highest level of service to deliver a successful modeling services.

MWDOC will be supported by our Southern California team and will also have access to more than 1,800 employees across the nation—including over 60 specializing in modeling and master planning—who will provide expertise and support, as needed.



Modeling Capabilities

Assured reliability. Tailored solutions. Genuine commitment. These are the foundations of our work. For 75 years, BC has remained steadfast in our commitment to deliver custom solutions to address our clients' unique conditions and project-specific requirements.

BC's team of hydraulic modelers have completed over 50 master planning and hydraulic projects within the last five years, in addition to providing on-call modeling services for smaller task orders. BC has extensive experience with a range of hydraulic modeling software, including InfoWater Pro and WaterGEMS, HAMMER and EPA Net for pressurized systems, and InfoWorks ICM, SewerGEMS, XPSWMM, HEC-RAS, HEC-HMS, HSPF, and MIKE URBAN/MIKE+ for gravity, H/H and combined systems.

BC's approach to modeling work is based on significant institutional knowledge and grounded in trust, partnership, and a commitment to support your success. We will provide access to the resources you need and people you trust to deliver on your modeling needs, keeping the following three keys to success in mind:

1. Collaboration is key. BC will provide a dedicated modeling team experienced in the full suite of your modeling platforms and access to additional modeling and integrated planning resources, as needed. We propose to meet early in the project to establish clear lines of communication and identify project priorities. BC will work closely with your staff to make sure that your hydraulic model is grounded in reality, providing you with an accurate hydraulic model to assess your near-term and long-term needs.
2. Innovative tools for dynamic solutions. We understand the importance of a final work product that is tailored to your needs and provides benchmarks when assessing scenarios. BC has developed multiple in-house tools to support our modeling efforts. These tools include water demand processing, diurnal curve development, and a dynamic forecasting tool called the "Least Cost Planning Decision Support System Model" (DSS tool). The DSS tool can be used to help navigate the uncertainties of water demand forecasting and provide confidence when assessing the future supply needs. Additionally, BC has developed interactive dashboards—tailored to client needs—to provide user-friendly access to modeling results.
3. Deliver high-quality work in a timely manner. With BC's experience providing modeling and master planning services and our quality assurance program, we will provide you with high-quality work on budget and on schedule.

Relevant Experience

BC is an industry leader in water system and infrastructure master planning. As shown in Table 1, our project experience spans the full range of master planning development including stakeholder engagement, supply and demand analysis, hydraulic modeling, condition assessments, and CIP development. We have chosen the following projects as reference projects because they fully illustrate how our team has successfully delivered projects, locally throughout California and across the nation. We will leverage our experience to develop comprehensive solutions to meet your project objectives.

Table 1. Relevant Project Experience

Project // Facility	Stakeholder Engagement	Regional Reliability	Supply Analysis	Demand Analysis	Recycled Water	Hydraulic Modeling	Condition Assessment	Master Planning & CIP
Daly City Water & Wastewater Master Plans // City of Daly City		●	●	●	●	●	●	●
Serrano Water District Master Plan Update // Serrano Water District		●	●	●		●	●	●
Supply, Demand, and Transmission Master Plan // Jordan Valley Water Conservancy District	●		●	●		●		●
Water Resources Master Plan // Guam Waterworks Authority	●	●	●	●		●		●
Master Plan Update and 2020 Urban Water Management Plan // Padre Dam	●	●	●	●	●	●		●
2021 Davis Water Model Update // City of Davis			●	●	●	●	●	●
Water System Master Planning & Hydraulic Modeling // Sacramento Suburban Water District			●	●	●	●		●
Water Distribution System Optimization Plan // City of Woodland			●	●	●	●		●
Water System Infrastructure Plan and Water System Master Plan // Sacramento County Water Agency			●	●	●	●		●
Water Master Plan Risk and Pipeline Assessment // City of Santa Barbara						●	●	●
Water Distribution System Optimization Plan & 2010 Urban Water Management Plan // City of Davis			●	●	●	●	●	●
SP-173 Effluent Reuse Study // Orange County Sanitation District	●	●				●		
Water and Recycled Water Distribution Network // City of Roseville				●	●	●		●
Countywide Reuse Master Plan // Santa Clara Valley Water District (Valley Water), Santa Clara	●		●	●	●	●		●
Water System Master Plan // Philadelphia Water Department			●	●	●	●	●	●

Blue text indicates project examples included on following pages.

BC takes pride in building long-term relationships with our clients. On the following page, we provide project examples, and we invite you to contact the individuals listed as references. They will be happy to attest to the quality of services and responsiveness provided by our team members on similar projects.

Daly City Water & Wastewater Master Plans

Daly City, California



BC updated water distribution system and wastewater collection system master plans for the City of Daly City, CA (City) and North San Mateo County Sanitation District (District). The District is a subsidiary agency of the City, and the two agencies serve roughly the same population. The City/District last updated its collection system master plan in 2009 and the City last updated its water distribution system master plan in 1991. The City also recently updated its 2030 General Plan. With these changes, the City/District wanted to update its master plans to ensure continued conveyance of wastewater to the wastewater treatment plant (WWTP) and distribution of drinking water to its customers. The collection system master plan focused on hydraulic capacity and condition of the wastewater collection system.

Project Information:

Total: $550,000

Project Timeline: December 2019 - April 2022

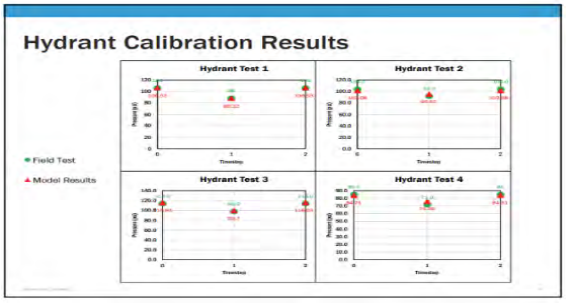
Reference:

Joshua Cosgrove, Assistant Director, Department of Water/Wastewater Resources

P | 650-991-8206, E | jcosgrove@dalycity.org

Serrano Water District Master Plan Update

Villa Park, California



Serrano Water District (District) desired a straightforward water master plan update from which they could prepare budgets for improvement projects. In particular, the District wanted to know: 1) if the water system had sufficient capacity to deliver fire flow and, 2) if they could operate solely from their local groundwater supply. The master plan had not been updated since the previous plan was prepared in 2006. We assessed the capacity of Serrano's water distribution system piping and appurtenances to deliver both domestic and fire service to their customers.

The District was established in 1876 and provides potable water to the City of Villa Park and a portion of the City of Orange, California. It provides approximately 2,900 acre- feet of water annually to a population of 6,500, covering an area of about 4.7 square miles. The water system receives its supply from local surface water which is stored in Irvine Lake and groundwater from a wellfield located within the City of Villa Park.

Project Information:

Total: $105,000

Project Timeline: March 2021 – Ongoing

Reference:

Jerry Vilander, General Manager

P | 714-538-0079, E | JerryV@serranowater.org

Supply, Demand, and Transmission Master Plan

Jordan Valley Water Conservancy District

BC created a master plan that quantifies the range of supply and demand conditions that Jordan Valley Water District (JVWCD) can experience, advances preparedness for future realities, and recommends projects that represent the most cost-effective supply and conveyance improvements to accomplish JVWCD's mission.

This master plan quantifies the range of supply and demand conditions that JVWCD can experience, advances preparedness for future realities, and recommends projects that represent the most cost-effective supply and conveyance improvements to accomplish JVWCD's mission. Prior to this plan, JVWCD led several efforts to identify system needs to continue its history of a reliable water supply. Those include Prepare 60, which defined the need for additional supply, the Statewide Water Infrastructure Plan, which quantified future water and infrastructure needs, its ongoing Pipeline Condition Assessment to prioritize pipeline projects, energy optimization studies to reduce cost and consumption, a retail water main replacement program to reduce water main breaks, and a conservation plan update.

Project Information:

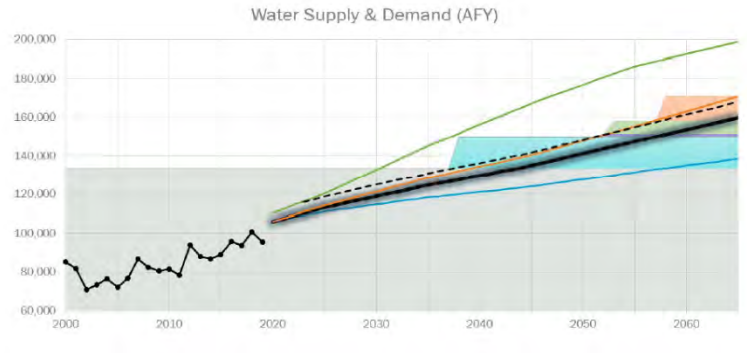
Total: $272,000

Project Timeline: January 2018 - December 2022

Reference:

Travis Christensen, Project Manager

P | 801-565-4300, E | travisc@jvwcd.org



Water Resources Master Plan

Guam Waterworks Authority (GWA)

BC developed and implemented a comprehensive Water Resources Master Plan for GWA in 2006. The Water Resource Master Plan provided a long-range plan that assisted GWA in meeting water quality and environmental regulations. In 2016, GWA received a grant for a Water Resources Master Plan Update, which BC executed, to assess GWA's progress toward achieving the recommendations outlined in the 2006 Water Resource Master Plan and develop a plan for the next 20 years to address capital improvements needed for source water alternatives and water and wastewater system improvements. The master plan update acknowledges ratepayer sensitivity to project affordability and incorporates schedule and budget details as guidance for future regulatory actions.

Our process included extensive QA reviews of the master plan report, specifically the water and wastewater modeling and planning volumes. This iterative process started before the modeling and planning was finished, which provided an additional level of QA/QC on the modeling and results. Then the project manager performed a final review of the reports and provided comments and feedback.



Project Information:

Total: $2,586,000

Project Timeline: March 2016 – June 2018

Reference:

Thomas Cruz, Assistant General Manager

P | 671-300-6036, E | thomas@guamwaterworks.org

Key Staff

BC has over 60 staff specializing in hydraulic modeling and master planning. Let us introduce some key modeling support team members:

Name/Office Location	Qualifications
Shem Liechty, PE SALT LAKE CITY, UT	Shem is BC's National Specialty Leader for Master Planning and Hydraulic Modeling. During his more than 35 years of experience, he has participated in more than 100 planning projects for water, sewer, and non-potable systems.
Andrew Fugal, PE SALT LAKE CITY, UT	Andrew has worked on more than 100 hydraulic models and has extensive training on a variety of water modeling software, including InfoWater and GIS. He recently completed a water and recycled water update for the City of Roseville, CA, which included development of future planning scenarios.
Amy Martin Irvine, CA	Amy is an expert in developing and delivering master plans, having completed over 30 studies over her career in the local Southern California region. Her experience includes developing the integrated master plans for Padre Dam (2015 and 2020 Update), Cucamonga Valley Water District, Oceanside, Banning, and Glendale.
Colin Ricks, PE SALT LAKE CITY, UT	Colin has contributed to the success of dozens of hydraulic modeling and planning projects. As a specialist in demand and flow projections, he offers experience with water modeling and transient (surge) analysis. Colin also has experience using the DSS tool to develop robust demand projections that consider a range of uncertainties.
Ian Jaffe, PE Portland, OR	Ian has over eight years of experience providing hydraulic modeling and master planning support to projects across California. He has worked with agencies such as the Cities of Anaheim, Pasadena and Patterson and the Marin Municipal Water District.
Meagan O'Hare, EIT SALT LAKE CITY, UT	Meagan has experience in water distribution modeling and master planning. She has worked closely with other members of the hydraulics team and will support the modeling effort.

Experience Summary

Dave May is a senior program/project manager specializing in providing design and project management services in the water and wastewater industry. He has delivered all phases of water distribution system and treatment plant projects, so he understands how conveyance fits into the big picture. Dave has managed over 25 conveyance projects in his career, including rehabilitating large-diameter pipelines up to 120 inches. He is familiar with traditional design-bid, design-build, and alternate delivery methods.

Dave has a strong track record of leading large, multi-discipline project teams and motivating them to deliver on time, with top quality. He encourages a collaborative environment where the client's needs come first, so you can be confident that any solutions suggested will only add value and your interests will be protected.

He is experienced working in dense urban areas and coordinating with multiple jurisdictions to obtain permits and approvals. He has worked in Southern California all his life, managing projects in Los Angeles, Orange, and San Diego counties. He has obtained permits from Caltrans and the cities of Irvine, Tustin, Los Angeles, El Segundo, Anaheim, Santa Clarita, Laguna Niguel, San Diego, Long Beach, Carson, Huntington Beach, Fountain Valley, and Seal Beach, and made City Council presentations and community meeting presentations. He knows how to support clients effectively and efficiently through the environmental permitting process.

Assignment

Project Manager

Availability

25%

Education

B.S., Civil Engineering, California State University at Long Beach, 1991

Registration

Professional Civil Engineer, C52570, California, 1994

Certification

Project Management Professional (PMP), Project Management Institute, 204790, 2004

Experience

31 years

Joined Firm

2016

On-Call Professional Engineering Consulting Services, Moulton Niguel Water District, California

Project Manager. Dave oversees Task Order Managers to plan, manage, execute, and deliver engineering projects on time and within budget. This three-year on-call contract includes planning, engineering, design, and construction engineering-related services. Task orders to date include the Wastewater Treatment Plant 3A SCADA Replacement Assistance project, for which our team is developing a Request for Proposal for system integration/programming services.

Contract OM19-20.053b, TO 26, Lift Station Ventilation System Improvements, Laguna Hills, California

Principal-In-Charge. Dave is providing project team oversight. The BC team is improving/replacing ventilation equipment, space gas alarms, and flow monitoring equipment at five MNWD pump stations. The work includes connection to existing MCC's and power distribution equipment. Minor changes to panels and breakers were required. The work also includes SCADA programming and instrumentation updates.

Contract OM19-20.053b, TO 29, Vertical Assets Program Budget Development Support, Laguna Hills, California

Project Manager. Dave is managing a BC team that is updating budgets for 55+ individual projects that comprise the Vertical Assets Program. The BC team is developing a consistent budget approach for each project, including non-construction markups and contingencies. Quantities for each site are being developed via site visits, including replacing electrical switchboards, MCC's, starters, and VFD's in some cases, as well as some generator replacements and additions.

Upon quantity development, cost estimates will be developed for all projects, then summed into a program budget total. In addition, the team will deliver an Excel workbook that allows MNWD to see each project individually, account for escalation and year constructed to update budgets and allow costs of common equipment to be seen by equipment to aid in future cost estimating efforts by MNWD.

Experience Summary

Andrew Tran is an environmental engineer with experience in both civil and process-mechanical engineering for municipal wastewater and advanced water treatment facilities. He offers a wide variety of experience in planning, design, construction support, and condition assessment for municipal water and wastewater infrastructure for advanced water reuse, odor control, wastewater treatment, solids thickening, solids stabilization, and solids dewatering.

Assignment

Process Mechanical Lead

Availability

35%

Education

M.S., Civil and Environmental Engineering, University of Davis, California, 2012

B.S., Civil Engineering, Polytechnic University, California, 2010

Registration

Professional Civil Engineer, California No. 83380, 2014

Experience

10 years

Joined Firm

2014

Pure Water Replenishment, Eastern Municipal Water District, San Jacinto, California

Lead Process Mechanical. The Pure Water Replenishment project will provide 2 MGD of purified water for EMWD's groundwater basin augmentation program (4,000 AFY tertiary blend). Tertiary effluent from the District's nearby San Jacinto Water Reclamation Facility will be purified through autostrainers, ultrafiltration membranes, and a reverse osmosis process. This facility is planning for Phase 2 build out of 7 MGD purified water capacity to add UV-AOP disinfection for potential future direct potable water uses. Andrew is the overall process mechanical design lead for the facility, providing direction and oversight for individual process leads and critical coordination for discipline leads. Andrew is also leading the detailed design of the influent pump station and the team to successfully deliver the 60 percent design submittal, overcoming a challenging schedule and technical gaps from the Preliminary Design Report inherited by BC from another consultant..

Hyperion Advanced Water Purification Facility, City of Los Angeles, Department of Public Works, Bureau of Sanitation, Los Angeles, California

Lead Process Mechanical. The new Hyperion Advanced Water Purification Facility will provide approximately 1.5 mgd of purified water to Los Angeles World Airports and for use within the Hyperion Water Reclamation Plant. Primary effluent from the Plant will be purified through membrane bioreactors, reverse osmosis, and an ultraviolet-advanced oxidation process. In addition, this facility will serve as a demonstration for the ultimate expansion of the Hyperion Water Reclamation Plant to an advanced reuse facility. Andrew led the process mechanical design of the ultraviolet-advanced oxidation process and chemical facilities. The chemical facility design includes storage and feed design of sodium hypochlorite, sodium hydroxide, ammonium sulfate, scale inhibitor, sulfuric acid, and citric acid. He also provided technical support in selecting calcite for stabilization over lime slurry and calcium chloride. He is currently supporting the project as needed during construction.

North Pleasant Valley Groundwater Desalter, City of Camarillo, California

Process Mechanical. The desalter project will treat well water high in chlorides, sulfates, iron and manganese, and total dissolved solids. The treatment train included chemical oxidation, greensand filtration, reverse osmosis, decarbonation, and chloramine disinfection. During design, Andrew led the process mechanical design of the chemical treatment facilities. Andrew supported the team during construction, reviewing submittals and responding to RFIs. In addition, Andrew supported the team during commissioning by reviewing code and HMI screens and making recommendations for edits to conform to the construction documents and design intent.

Experience Summary

Brandon Billing has 15 years of experience in water and wastewater conveyance engineering, specializing in hydraulic modeling and surge analysis. He has experience on various projects requiring detailed analysis using numerical and physical modeling and desktop hydraulic analysis methods. He has developed solutions to a range of hydraulic problems, including hydraulic and hydrologic model calibration, sewer capacity modeling, plant hydraulic design, water hammer analysis, and hydraulic analysis of pressurized force mains and pumping systems. Brandon has a strong background in open channel and pressurized hydraulics in water and wastewater conveyance and treatment systems. His technical expertise includes proficiencies with modeling software such as Water GEMS, HAMMER, InfoSurge, AFT Fathom, AFT Impulse, Visual Hydraulics, SWMM, and HEC-RAS. He is a leader in BC's national Surge Analysis group, which implements best practices and quality control for surge modeling, analysis, and mitigation.

Assignment

Hydraulic Analysis

Availability

35%

Education

M.S., Hydraulic (Civil) Engineering, The University of Iowa, 2007

B.S., Civil and Environmental Engineering, Washington State University, 2005

Registration

Professional Engineer 48785, Washington, 2011

Professional Engineer 18866, Idaho, 2019

Experience

15 years

Joined Firm

2010

Pumping Plant No. 1 Improvements, Contra Costa Water District, California

Hydraulic Engineer. The Pumping Plant No. 1 (PP1) system is a central part of an ongoing effort to replace the open-channel portions of the 350 cfs Contra Costa Canal conveyance system with buried pipe. As part of the PP1 design, Brandon developed a detailed hydraulic transient pressure model to evaluate the impacts of transient pressures in the system and develop mitigation strategies to carry forward in design. The analysis included evaluating transient pressure surges in the 10-ft-diameter low-head intake pipeline and a future high-head discharge pipeline. Brandon used the program HAMMER to develop strategies for mitigating overflows in the low-head intake pipeline and limiting transient pressure magnitudes in the high-head discharge pipeline within the system.

Membrane Filtration Reverse Osmosis Facility Progressive Design-Build, City of Escondido, California

Hydraulic Engineer. The project includes a new membrane filtration reverse osmosis treatment plant and product water pipeline to reduce reliability on imported water, provide an economical capacity solution for ocean outfall, and establish a sustainable and affordable water source for agricultural crop irrigation. The team provides design, construction support, and operational phase services for a new greenfield treatment plant that includes a one-mile long 24-inch-diameter pipeline within the city right-of-way. Brandon developed a hydraulic model of the entire system, including a product water pump station and booster pump station. He performed a surge analysis of the system to develop a surge mitigation strategy, accounting for the hydraulic interactions between the product water pump station and the booster pump station. Ultimately, the surge pressure mitigation strategy that included an air-over-water hydro-pneumatic surge tank was selected at the product water pump station in conjunction with flywheels at the booster pump station, accompanied by combination air valves at key locations along the pipelines.

P-1220 CPEN Raw Water Pipeline, U.S. Navy, Naval Facilities Engineering Command, Southwest Division, Marine Corps Base Camp Pendleton, California

Hydraulic Engineer. Brandon developed design documents for an 8.6 mgd pump station and pressure-reducing valve station serving a 24-inch-diameter, 7-mile-long pipeline system. In addition, he developed and performed hydraulic and transient analysis modeling to size pumps, pressure-reducing valve station, and surge tank systems. As part of a conjunctive-use agreement with Fallbrook Public Utilities District, this project enhances groundwater recharge, improves water supply reliability, and reduces dependence on imported water.

Experience Summary

Dusan is a mechanical engineer with 26 years of multi-faceted planning, design, and construction experience in the water/wastewater and mining industries, wastewater collection and treatment, as well as water supply, treatment, and distribution projects throughout the Western United States and internationally. Dusan's experience and expertise include construction administration and startup, development of quality assurance plans, quality control reviews of engineering calculations, drawings, specifications, reports, and managing complex design efforts requiring multiple engineering disciplines.

Assignment

Quality Control

Availability

35%

Education

M.S., Mechanical Engineering, University of Arizona, Tucson, 1996

B.S., Mechanical Engineering, University of Belgrade, Serbia, 1992

Registration

Professional Mechanical Engineer:
Arizona, No. 35212
California No. M31944
Colorado No. 43130
Texas No. 104043

Experience

26 years

Joined Firm

2017

P-079 Water Distribution Improvements, U.S. Navy, Naval Facilities Engineering Command, Southwest Division, Camp Pendleton, California

Design Manager. Dusan led a design team of 30+ design engineers in executing a fast-track project to design various infrastructure improvements valued at $36 million within 10 months. BC prepared a complete set of construction documents consisting of full plans and specifications, required studies, investigations, and detailed cost estimates for the project located in Camp Pendleton. The design services included the replacement of an existing 18-inch potable water transmission pipeline with approximately 30,000 LF of 24-inch pipe, upgrading and retrofitting the replacement of inadequate booster pump stations, demolishing an existing potable water elevated steel tank storage facility, replacing adequately sized surface or subterranean potable water storage reservoir system, constructing underground surface or subterranean potable water storage, install new and updated SCADA systems, and prepare hydraulic and surge analysis.

Canal Pumping Plant 1 Replacement, Contra Costa Water District, Concord, California

Design Manager. BC is developing the design to replace the existing Pumping Plant 1 (PP1), the first of the four pumping plants in a series located on the Contra Costa Canal. The existing PP1 was initially constructed in the 1930s, and its reliability has been reduced due to aged equipment and infrastructure. In addition, the replacement of canal segments with closed conduit resulted in lower water surface elevation at the PP1 intake and reduced pumping capacity. With the replacement PP1, Contra Costa Water District (District) desires to restore the full pumping capacity of 350 cfs (226 mgd) in a reliable and efficient manner. Six vertical can, 70 cfs pumps, driven by 500 hp medium voltage motors and variable frequency drives will be implemented. Dusan is responsible for overall design coordination, production, and quality of construction documents.

Site 20 New Reservoir, Well and Booster Pump Station, Town of Gilbert, Arizona

QA/QC Reviewer. This project scope includes design and engineering support during construction for a new booster pump station with six 100 hp pumps, surge mitigation valve, and 4-million-gallon concrete reservoir with submersible tank mixers, recirculation pump with sprayers, head space blowers, sample pump, and associated piping and valves. Electrical utility and equipment upgrades include a new utility service entrance section, transformer, standby generator, motor control center, instrumentation, and controls. Site improvements encompass site lighting, yard piping associated with new features, site paving, and an onsite retention basin. Demo work includes the existing 2 million gallons steel reservoir, booster pump station, electrical equipment, and associated piping. In addition, Dusan completed quality control reviews of the preliminary design report and subsequent construction documents.

Experience Summary

Emma Surio is a project analyst and provides specific support as part of the project team on various project-related tasks of varying scope, size, and complexity. She is the front-line liaison between the project manager and other department workgroups. She helps facilitate/coordinate with the project manager/team activities throughout the four phases of the project, which are Procurement, Negotiation, Execution and Closeout/Follow-up.

Assignment

Project Analyst

Availability

35%

Education

Undergraduate San Diego State University

Experience

15 years

Joined Firm

2000

On-Call Professional Engineering Consulting Services, Moulton Niguel Water District, California

Project Analyst. Emma is facilitating and coordinating project management and team activities throughout the four phases of the project: procurement, negotiation, execution, and closeout/follow-up. She initiates and sets up projects and provides maintenance. She also assists the Task Order Manager with monitoring the financial progress of the project. Emma reviews, identifies, facilitates, and proactively engages the Task Order Manager in addressing variance issues, budget discrepancies, accounts receivable, change orders, and/or project resources issue affecting the project's health and performance.

Pure Water San Diego Program, City of San Diego, Public Utilities Department, California

Project Analyst. Emma is facilitating and coordinating project management and team activities throughout the four phases of the project: procurement, negotiation, execution, and closeout/follow-up. She initiates and sets up projects and provides maintenance. She also assists the Task Order Manager with monitoring the financial progress of the project. Emma reviews, identifies, facilitates, and proactively engages the Task Order Manager in addressing variance issues, budget discrepancies, accounts receivable, change orders, and/or project resources issue affecting the project's health and performance.

Anaheim OA PFAs GWTPs, Anaheim, California

Project Analyst. Emma is facilitating and coordinating project management and team activities throughout the four phases of the project: procurement, negotiation, execution, and closeout/follow-up. She initiates and sets up projects and provides maintenance. She also assists the Task Order Manager with monitoring the financial progress of the project. Emma reviews, identifies, facilitates, and proactively engages the Task Order Manager in addressing variance issues, budget discrepancies, accounts receivable, change orders, and/or project resources issue affecting the project's health and performance.

Capital Improvements Program, Mesa Water District, Costa Mesa, California

Project Analyst. Emma is facilitating and coordinating project management and team activities throughout the four phases of the project: procurement, negotiation, execution, and closeout/follow-up. She initiates and sets up projects and provides maintenance. She also assists the Task Order Manager with monitoring the financial progress of the project. Emma reviews, identifies, facilitates, and proactively engages the Task Order Manager in addressing variance issues, budget discrepancies, accounts receivable, change orders, and/or project resources issue affecting the project's health and performance.

Experience Summary

Ian has focused on water, wastewater, recycled water, and integrated master planning and hydraulic modeling, as well as water resources and supply planning since 2014. He has worked primarily with public agencies large and small across California, Florida, and New England. Ian has focused on building relationships with his clients and working harmoniously with his project teams to deliver high-quality work. His background includes wastewater, recycled water, and water resource planning and modeling, as well as project management and GIS mapping and analyses.

Assignment

Hydraulic Modeling

Availability

35%

Education

M.S., Environmental Engineering (Focus: Environmental Fluid Mechanics and Hydrology), Stanford University, 2014

B.S., Civil and Environmental Engineering (Minor: Conservation and Resource Studies), UC Berkeley, 2013

Registration

Professional Engineer (Civil), California, C85788

Professional Engineer (Civil), Oregon, 99388PE

Experience

8 years

Joined Firm

2022

Water System Hydraulic Model Update, City of Winters, California

Project Engineer. Ian provided model support for the update of the City's water system hydraulic model. Ian's work included a review of the City's groundwater well data and coordination with geologists to accurately capture the conditions concerning the City's water supply. The update also included incorporating recent developments and creating scenarios to assess future infrastructure needs to serve proposed development throughout the City.

Water System Hydraulic Model Update, City of Anaheim, California

Project Engineer. Ian provided model support for updating and calibrating the City's water system hydraulic model. Ian's work included reviewing the field measurement plan and data collected, developing system and sub-system water balances, and model calibration to field measurements and SCADA data.

Water Age Analysis, Los Angeles Department of Water and Power

Modeling Lead. Ian served as the technical lead for the update of the recycled water hydraulic model for the Los Angeles Department of Water and Power. The hydraulic model was used to analyze water age and develop project alternatives to improve water age and quality across the distribution system.

Utility Master Plan, City of Groveland, Florida

Modeling Lead. Serving as the technical lead for developing the potable water, wastewater, and recycled water hydraulic models for the City of Groveland. Ian led the modeling teams in developing and calibrating the hydraulic models, completing the existing and future capacity assessment, project development, and related documentation. This effort included extensive review and discussion with the City regarding expected growth (projecting tripling in size) and alternatives to meet the needs of that growth for all three systems.

Recycled Water Systems Evaluation, City of Roseville, California

Project Engineer. Ian supported updating the hydraulic model for the City of Roseville's Recycled Water System, identifying infrastructure alternatives to provide service to future urban growth areas, and developing an implementation plan. The City's updated Systems Evaluation for their Recycled Water system addresses significant changes in organization, operations, and planning. It considers approaches to maximize reliability, efficiency, and flexibility to provide recycled water service to customers spread across four pressure zones and supplied from two wastewater treatment plants. Based on the infrastructure needs identified by the hydraulic modeling, comparative capital and life cycle costs will be developed. The Systems Evaluation also includes an implementation plan for the preferred alternative, with proposed phasing.

Experience Summary

Marckenson Jean has almost 14 years of experience in billing, Help Desk, Administration, Customer Service, Banking, Collections, Logistics, and Sales. He is adept at resolving complex issues with professionalism and efficiency. In addition, as a fluent English and French speaker, he can assess company dynamics and determine hiring needs by exceeding customer expectations and fostering an environment of excellence. The combination of these attributes creates a high impact on results for his clients.

Assignment

Billing Specialist

Availability

35%

Education

AA, Business Administration, Perimeter College, 2019

Joined Firm

2022

Relevant Expertise

- *Billing specialist*
- *Billing coordinator*
- *Billing analyst*
- *Manual billing*

Various Projects, Brown and Caldwell, Nationwide

Billing Specialist. Marckenson performs the billing function for assigned Areas, Offices, Clients, or other criteria as needed. He works under the direction and supervision of the Billing Supervisor, the Project Analysts, and the Project Managers to ensure all necessary changes to the invoice and all project and client-level updates have been requested and performed. In addition, Marckenson's responsibilities include maintaining a tracking sheet for all the invoices assigned and keeping it up to date throughout the invoicing process, finalizing all invoices assigned and mailing them to the clients, archiving the final form invoice in our proprietary system, WorkSmart, and notifying the Billing Supervisor of any projects which were not billed as part of the regular billing cycle each month.

Various Projects, U.S.S., Nationwide

Billing Specialist. Marckenson assembled analyses for monthly balance sheets and income statements for management reporting while overseeing depreciation, fixed asset ledgers, and reconciliation. He also resolved customer account billing issues by answering any payment discrepancies and troubleshooting billing issues and inquiries.

Various Projects, GREIF, Nationwide

Billing Coordinator. Marckenson supported customers and sales teams by assembling analyses for monthly balance sheets and income statements for management reporting. He checked billing reports for accuracy (UOM/Dollar Amount/Weight) while performing all required duties and tasks in accordance with Caraustar accounting policies and financial control procedures. In addition, he proactively made changes to the invoicing of shipping tickets and ensured their accuracy. He ultimately aligned with internal and external customers to resolve problems efficiently and effectively by applying for corresponding credits via the CAR process.

Various Projects, US Security Associates, Nationwide

Billing Analyst. Marckenson ensured that all company policies and procedures were followed by coordinating, analyzing, and reporting all financial data. In addition, he set up and maintained all master data records for customers processed within the assigned branch(es). This helped assist branch personnel with administration issues to ensure accurate client invoicing.

Experience Summary

Mark Briggs is a seasoned project manager with extensive experience in wastewater and water systems. He has managed over 25 projects for Brown and Caldwell and more than 100 projects in his career. He is recognized as an in-house resource and expert in planning and designing new and/or rehabilitating pipelines and pump stations. He has overseen the design of more than 1 million linear feet (200+ miles) of pipelines ranging from 8 inches to 108 inches in diameter.

His technical expertise encompasses route selection and alignment studies, master planning and reports, hydraulic modeling and analyses, economic analyses and feasibility studies, alternative development, preparing construction plans and specifications for pipelines and pumping stations, quality assurance/quality control (QA/QC) and constructability reviews, permitting and coordination with public agencies, and reliable cost estimating.

Assignment

Piping

Availability

35%

Education

B.S., Civil Engineering, California State University, Long Beach, 1981

Registrations

Professional Civil Engineer, C36183, California, 1983

Professional Engineer, 11454, Nevada, 1995

Certification

Pipeline Assessment and Certification Program (PACP)/Manhole Assessment and Certification Program (MACP)/ Lateral Assessment and Certification Program (LACP), National Association of Sewer Service Companies (NASSCO), U-816-07004275, 2021

Board Certified Environmental Engineer (BCEE) in Water Supply and Wastewater, American Academy of Environmental Engineers, 03-20033, 2021

Experience

41 years

Joined Firm

2001

Water Supply Pipeline Design, Tualatin Valley Water District and City of Hillsboro, Oregon

Technical Advisor. Part of a team designing five miles of 66-inch welded-steel pipeline,6 miles of 48-inch pipe, and 2.8 miles of 48-inch pipe in a dense urban area. They are establishing pipeline seismic design standards to achieve a high level of resilience for the 30-mile Willamette Water Supply Program pipeline. They are coordinating the pipe design with Washington County road improvement projects to reduce costs and disruptions.

Allen-McColloch Prestressed Pipeline Rehabilitation, Metropolitan Water District of Southern Cal

Project Manager. BC is working with MWD to rehabilitate 9 miles of 54- to 78-inch prestressed concrete cylinder pipe (PCCP), a main feeder of MWD's distribution system in the MWDOC service area. Work includes hydraulic analyses, valve selection, service connections, utility investigation, permit identification, condition assessments, right-of-way requirements, and preliminary design drawings and estimates.

Santa Ana Trunk Sewer Rehabilitation Project No. 1-17, Orange County Sanitation District, Costa Mesa, Santa Ana, and Fountain Valley, California

Project Manager (Condition Assessment), Technical Lead (Design). Mark led the assessment of the sanitary sewer pipeline and manholes and developed alternatives and design for the rehabilitation of a sewer built in the late 1950s. The assessment phase evaluated 39 manholes and 17,500 linear feet of 42-, 48- and 60-inch diameter lined and unlined reinforced concrete pipeline, including three inverted siphons beneath two major flood control channels and the Santa Ana River.

Aliso Creek Road Bridge Pipeline Relocation, Moulton Niguel Water District, California

Project Engineer. Mark prepared design documents for relocation and tie-ins for two 20-inch domestic water lines, serving separate pressure zones, and one 12-inch reclaimed water pipeline within the Aliso Creek Road Bridge for the 241 Transportation Corridor.

Zone 3 Intertie Relocation, Irvine Ranch Water District, California

Project Engineer. Mark prepared construction plans and specifications for the removal and relocation of 15,000 linear feet of 24-inch diameter welded steel pipe to accommodate revised local roadway development.

18500 Von Karman Avenue, Suite 1100
Irvine, CA 92612

T: 714.730.7600

Brown and Caldwell Rate Table		
Staff Name	Roles/Classification	Billing Rate
David May	Project Manager/Executive Engineer	$351.33
Dusan Stanisic	Senior SME/Vice President	$318.46
Mark Briggs	Professional Engineer/Vice President	$347.23
Brandon Billing	Surge Analysis/Principal Engineer	$192.67
Ian Jaffe	Hydraulic Modelling/Senior Engineer	$196.93
Andrew Tran	Process Mechanical Engineer/Senior Engineer	$192.19
Emma Surio	Staff Support/Project Analyst III	$144.86
Nicole Bongiovanni-Lewis	Staff Support/Accountant I	$100.13

AGREEMENT FOR REIMBURSEMENT OF CONSULTANT COSTS AND USE OF THE ORANGE COUNTY REGIONAL DISTRIBUTION SYSTEM HYDRAULIC MODEL

This Agreement for reimbursement of Consultant Costs and Use of the Orange County Regional Distribution System Hydraulic and Water Quality Model ("Agreement") is made and entered into by and between:

1. Moulton Niguel Water District

(collectively "Participating Agencies" and individually "Participating Agency") and Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are also collectively referred to as "Parties."

RECITALS

WHEREAS, for the past several years, MWDOC has collaborated with several of the Participating Agencies and The Metropolitan Water District of Southern California ("Metropolitan") to evaluate new water supply integration into the Orange County regional distribution system ("Orange County Regional Distribution System").

WHEREAS, multiple water supply projects are proposed or ongoing, that could result in unintended water quality consequences to the Orange County Regional Distribution System from the simultaneous introduction of multiple sources of water including: desalinated water, pumping water into regional pipelines during emergency events, percolation of treated recycled water, and capture of stormwater into groundwater basins for subsequent pumping and treatment.

WHEREAS, on May 20, 2020, MWDOC's Board of Directors approved entering a professional services agreement with Black & Veatch Corporation ("Black & Veatch") at a cost of $188,500 to build and calibrate an Orange County Regional Distribution System Hydraulic Model (the "Model") that will be used for hydraulic and water quality analyses and operational planning going forward.

WHEREAS, Black and Veatch has completed the Model, which is developed in a way that additional water quality modules can be added, if and when needed.

WHEREAS, MWDOC has approved a list of on-call consultants it has authorized to use the Model, and MWDOC intends to maintain control of the Model.

WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics.

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to effectively operate and plan for the Orange County Regional Distribution System, and to achieve economies of scale and thereby reduce costs for each of the Participating Agencies in planning for water supply integration through this Agreement.

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the selected consultant; and the administration of the cost reimbursement provisions of this Agreement.

WHEREAS, the Participating Agencies and MWDOC intend to agree to a method by which MWDOC, as custodian of the Model, shall make it available to Participating Agencies for their use, at their cost plus a 20% markup until the cost of creating the Model is recovered, by selecting a consultant and by agreeing to repay MWDOC for actual costs of the consultant and for the investment made in developing the Model.

WHEREAS, the Participating Agencies may choose a consultant from MWDOC's approved list of on-call consultants, or another consultant which has been reviewed through MWDOC's Request for Proposals ("RFP") process for purposes of this Agreement.

NOW, THEREFORE, in consideration of the payment of money as set forth between and the mutual promises of the Parties hereto, it is agreed:

1. Engagement of Consultant and Administration of Consultant Agreement

    1.1 The Participating Agency shall choose a consultant (the "Consultant") either from the list of on-call consultants MWDOC has approved for use of the Model or another consultant which has been reviewed through MWDOC's RFP process, and shall notify MWDOC in writing of the Participating Agency's selection.

    1.2 MWDOC shall issue a task order to the Consultant selected by the Participating Agency to begin working with the Participating Agency to develop a scope of work and cost estimate for purposes of executing a consultant agreement ("Consultant Agreement") with MWDOC. A draft scope of work and cost estimate is attached as Exhibit A.

    1.3 The Participating Agency agrees to and shall reimburse MWDOC for (i) all of the Consultant's actual costs of work, and (ii) an additional fee of 20% of the Consultant's actual costs upon completion of the project, charged up until the time MWDOC is fully reimbursed for its costs of $188,500 in preparing the Model as set forth in Section 2.3 herein.

    1.4 The Participating Agency agrees to and shall sign Metropolitan's Non-Disclosure Agreement kept on file with MWDOC regarding use of the Model.

    1.5 MWDOC shall require the Consultant to initiate program controls to maintain one "baseline" Model for version control purposes. Scenario models shall be handled through version control protocols set up with Black & Veatch.

    1.6 Participating Agencies agree that ownership of the model is retained by MWDOC, but all information is available to each Participating Agency as needed for purposes of the Consultant Agreement.

1.7 MWDOC shall coordinate all aspects of the proposed work with Consultant and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of the use of the Model.

1.8 Each Participating Agency shall provide all documents, information and assistance requested by Consultant during the performance of the Consultant Agreement.

1.9 Upon approval of MWDOC's General Manager of the Consultant's scope of work and execution of the Consultant Agreement, MWDOC shall review and execute a task order authorizing the Consultant to proceed with its work using the Model.

2. Cost Reimbursement by Participating Agencies

2.1 The actual costs of work shall be determined by the development of the Consultant's scope of work, which can but is not required to include a not to exceed amount.

2.2 MWDOC shall:

2.2.1 Collect from each Participating Agency upon execution of this Agreement or at other times as agreed upon between MWDOC and the Participating Agency the total amount of the scope of work cost estimate.

2.2.2 Inform each Participating Agency of any proposed extra work under the Consultant Agreement and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work.

2.2.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see Section 2.3).

2.2.4 Prepare a final accounting as determined by the actual work completed, plus the additional fee of 20% of the Consultant's actual costs, and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

2.3 Each Participating Agency shall:

2.3.1 Pay to MWDOC upon execution of this Agreement or at other times as agreed upon between MWDOC and the Participating Agency the total amount of the scope of work cost estimate that will total the portion of the total cost allocated to that Participating Agency in the Consultant Agreement.

2.3.2 Pay to MWDOC, upon prior written approval of any extra work under the Consultant Agreement, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves.

2.3.3 *Note that as Participating Agencies decide to participate or not to participate in the Consultant Agreement,* the reimbursement of costs among the Participating Agencies for the Consultant and MWDOC's model recovery costs may vary somewhat from agency to agency. Information relative to adjustments in costs among Participating Agencies shall be shared on a periodic basis as decisions are being made by the various Participating Agencies.

2.3.4 Upon completion of the project, pay MWDOC an additional fee of 20% of the Consultant's actual costs, as set forth in Section 1.3 herein.

3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

4. Independent Contractor

Any Consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of the professional services agreement between MWDOC, the Participating Agency, and the Consultant. Any Consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC and the Participating Agency.

5. Warranty, Indemnification and Defense

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. The Participating Agencies, and each of them, shall indemnify MWDOC, its directors, officers, employees and agents against, and will hold and save them harmless from, any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with the Consultant Agreement and/or any other work contemplated by this Agreement. In the event MWDOC, its directors, officers, employees and agents are made a party to any action or proceeding filed in connection with a challenge to any work prepared pursuant to the Consultant Agreement and/or any other work contemplated in this Agreement, the Participating Agency whose work is challenged shall provide a complete defense to MWDOC, its directors, officers,

employees and agents and shall reimburse MWDOC for all costs and expenses incurred as a result of the action or proceeding, including reasonable attorney's fees.

6. Amendment

This Agreement may be amended at any time by mutual written agreement of the Parties.

7. Notice

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid, with the United States Postal Service addressed to the Parties as follows:

1. Municipal Water District of Orange County Harvey De La Torre, Interim General Manager 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728
2. Moulton Niguel Water District Joone Kim-Lopez, General Manager 26161 Gordon Road Laguna Hills, CA 92618

8. Jurisdiction and Venue

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

9. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

10. Severability

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

11. Term

This Agreement shall commence upon the date of the earliest execution by any Participating Agency below and shall extend thereafter through the completion of all work product generated by the Consultant and delivered to MWDOC and to each Participating Agency. MWDOC shall issue a Notice of Completion to all Participating Agencies upon close-out of the Consultant Agreement. Notwithstanding anything to the contrary in this Section 11, this Agreement may be terminated earlier by MWDOC in its discretion upon or after termination of the Consultant Agreement.

12. Entire Agreement

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

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

MOULTON NIGUEL WATER DISTRICT

Dated: _____ By: _____
General Manager

_____
Joone Kim-Lopez

MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

Dated: _____ By: _____
Interim General Manager

_____
Harvey De La Torre

_____
MWDOC GENERAL COUNSEL

Attachment: Exhibit A – Hydraulic Modeling for OCWD Basin Emergency Interconnection at Santa Ana East Station Draft Scope of Work and Fee Table

Exhibit A

Hydraulic Modeling for
OCWD Basin Emergency Interconnection at Santa Ana East Station
Draft Scope of Work

BC will be required to enter into an agreement with MWDOC for use of MWDOC's hydraulic model. All work contained within this scope of work that requires use of MWDOC's hydraulic model will be performed under the agreement with MWDOC.

- Evaluate the following operational scenarios under average day, peak hour, and max day demand conditions. Identify any limitations and recommended improvements.

  Scenario 1: Normal operation to the City distribution system via the existing East Pump Station *[BC understands this is setup to be a baseline model and not to identify recommended improvements beyond what the City's latest Master Plan identified. Additionally, BC will use the existing baseline conditions of the MWDOC model for comparison to the scenarios detailed below.]*

  Scenario 2: Emergency operation to EOCF#2 via the proposed EOCF#2 Booster Pump Station

  Scenario 3: Hybrid operation to both the City distribution system and EOCF#2 via the existing East Pump Station and proposed EOCF#2 Booster Pump Station

  Scenarios 4-5: Two additional operational scenarios to be identified by the City and District during the Feasibility Assessment.

  Each of the above scenarios shall be evaluated with the following variants:
  - Only Well No. 26 supplying East Reservoir
  - Only proposed well supplying East Reservoir
  - Both Well No. 26 and proposed well supplying East Reservoir

- *[BC assumes the MWDOC model is up to date, calibrated and functional for the purposes of this study. This effort will utilize the latest "existing" scenarios for the respective models to serve as the baseline scenarios.]*
- Perform hydraulic analysis to determine pumping requirements into EOCF#2 to meet end-user pressure requirements. *[BC assumes the District will make available all record information for piping that conveys water to MNWD turnout(s) downstream of EOCF#2]* BC shall modify and/or supplement the provided hydraulic model as needed to reflect the conceptual proposed piping and facilities between the East Station Facility and EOCF#2.
- Perform transient surge analysis from the proposed EOCF#2 Booster Pump Station, through the proposed piping and facilities between the East Station Facility and EOCF#2, and through EOCF#2. Recommend required surge mitigation facilities meeting MWD requirements.
- Draft FATM – Prepare Draft FATM that documents the above items.
- Final FATM – Incorporate District comments from review of Draft FATM or provide an explanation of why the comment was not addressed.

Exhibit A

Hydraulic Modeling for
OCWD Basin Emergency Interconnection at Santa Ana East Station
Draft Fee Table

Name	May, David	Surio, Emma S	Surio, Lindsay B	Martin, Amy	Jaffe, Ian B		
Role	PM	PA	Biller	OCWD/ MWDOC Planning	Hyd Modeling	Total Labor Hours	Total Effort
Rate	$351.33	$144.86	$109.54	$279.52	$196.93		
Hours	2	6	6	12	80	106	$21,338
						MWDOC 20% Usage Fee	$4,268
						Total (including usage fee)	**$25,606**

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated XX/XX/2023, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, Brown & Caldwell hereinafter referred to as "**CONSULTANT"** for hydraulic model work services for member agency Moulton Niguel Water District hereinafter referred to as **"SERVICES**."[1] **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the **"PARTIES"** and individually as **"PARTY"**. The **PARTIES** agree as follows:

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

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

B. Independent Contractor

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

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

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

C. **Changes in Scope of Work**

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

II TERM

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

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

A. **Budgeted Amount for Services**

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

B. **Fees**

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

C. **Notification Clause**

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

Notices shall be made as follows:

Municipal Water District of Orange County Harvey De La Torre Interim General Manager 18700 Ward Street, P.O. Box 20895 Fountain Valley, CA 92708	Brown & Caldwell David May Managing Director 18500 Von Karman Avenue, Suite 1100 714.689.4836

D. **Billing and Payment**

CONSULTANT's fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

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

E. **Billing Records**

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

IV DOCUMENTS

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

TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 100 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

V INSURANCE REQUIREMENTS

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

A. **Workers' Compensation Insurance**

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

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

B. **Professional Liability Insurance**

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

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

C. **Other Insurance**

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

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

shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

D. **Expiration of Coverage**

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

VII INDEMNIFICATION

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

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

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, to the extent arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.

c. Any and all losses, expenses, damages (including damages to the work itself), reasonable attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including reasonable attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

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

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

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

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

Notwithstanding any provision in this **AGREEMENT** to the contrary, in no event shall **CONSULTANT** or **DISTRICT** or their employees, agents, subcontractors or representatives be liable for any special, incidental, indirect or consequential damages arising out of or related to this **AGREEMENT**.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

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

IX PERMITS AND LICENSES

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

X LABOR AND MATERIALS

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

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

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other

such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

C. Protections to Ensure Control Over Materials

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

D. Exceptions to Confidentiality Obligations

CONSULTANT shall have no confidentiality obligation with respect to information that (i) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees, or (ii) was available to CONSULTANT on a non-confidential basis prior to its disclosure by DISTRICT. (iii) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

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

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project and payment to **CONSULTANT**. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so. **CONSULTANT** and **DISTRICT** recognize that **CONSULTANT's** instruments of service are intended only for the project described in this **AGREEMENT**. **DISTRICT's** alteration of **CONSULTANT's** instruments of service or its use by DISTIRCT for any other purpose shall be at **DISTRICT's** sole risk, and **DISTRICT**, shall hold harmless and indemnify **CONSULTANT** against all losses, damages, costs and expenses, including attorneys' fees arising out of or related to any such alternation or unauthorized use.

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

CONSULTANT hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT**'s intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and

deliver any documents and take any actions that **DISTRICT** or **DISTRICT**'s designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

XIII EQUAL OPPORTUNITY

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

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

XIV INTEGRATION OF ALL OTHER AGREEMENTS

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

XV ELECTRONIC SIGNATURES

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

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

XVI ATTORNEYS' FEES

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

XVII JURISDICTION AND VENUE SELECTION

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

XVI FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents; (2) acts of God; (3) failure of **DISTRICT** to furnish timely information or to promptly approve or disapprove **CONSULTANT's** instruments of service; and (4) faulty performance or nonperformance by **DISTRICT**, **DISTRICT's** independent consultants or contractors, or governmental agencies. **CONSULTANT** shall not be liable for damages arising out of any such delay, nor shall the **CONSULTANT** be deemed to be in breach of this **AGREEMENT** as a result thereof.

XVII STANDARD OF CARE

CONSULTANT shall perform its **SERVICES** in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time **CONSULTANT's SERVICES** are rendered.

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

APPROVED BY:

_____

Date _____

Harvey De La Torre, Interim General Manager
Municipal Water District of Orange County
18700 Ward Street, PO. Box 20895
Fountain Valley, CA 92708
(714) 963-3058

CONSULTANT ACCEPTANCE:

_____

Date _____

Brown & Caldwell
David May
Managing Director
18500 Von Karman
Avenue, Suite 1100
714.689.4836

Internal Use Only:

Program No. _____

Line Item: _____

Funding Year: _____

Contract Amt.: _____

Purchase Order # _____

Item No. 4

ACTION ITEM
April 19, 2023

TO: Board of Directors

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

Harvey De La Torre, Interim General Manager

Staff Contact: Melissa Baum-Haley
Alex Heide

SUBJECT: **Rescinding MWDOC's Water Shortage Contingency Plan Level 2**

STAFF RECOMMENDATION

Staff recommends the Committee recommend the Board rescind MWDOC's Water Shortage Contingency Plan Level 2, thereby placing MWDOC at Level 0; direct staff to develop the associated resolution; and continue to promote banning wasteful watering practices consistent with Executive Order N-5-23.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

With the improved conditions in state, regional, and local water supply conditions, shortage conditions as defined in MWDOC's Water Shortage Contingency Plan (WSCP) no longer exists. Additionally with Executive Order N-5-23, Governor Newsom removed the requirement that water agencies be at Level 2 of their WSCP and can determine their own locally appropriate conditions. With the region rebuilding storage reserves, historically low demands, there is no longer a need for extraordinary water savings required of MWDOC's retail water agencies. MWDOC staff recommends that MWDOC's WSCP Level be reduced from Level 2 to Level 0, while continuing to promote banning wasteful watering practices consistent with Executive Order N-5-23.

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

Background

In 2021, as part of the Urban Water Management Plan process, MWDOC adopted its WSCP. WSCPs allow for real-time water supply availability assessment and provides structured steps designed to respond to actual conditions to allow for efficient management of water shortage. In MWDOC's WSCP a shortage is defined as:

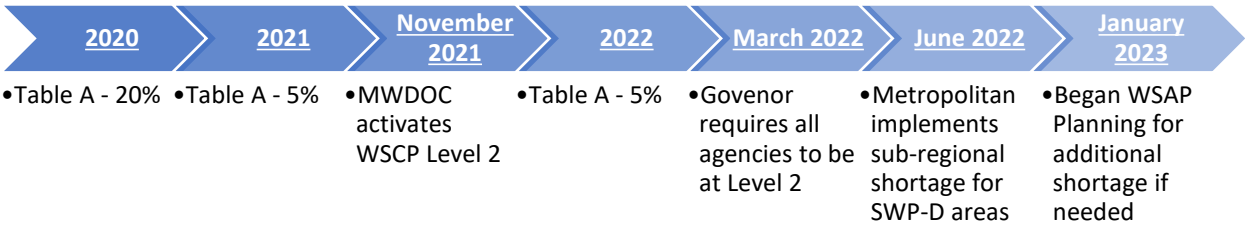
> *"When water supply available is insufficient to meet the normally expected customer water use at a given point in time, which may occur due to a number of reasons, such as population and land use growth, climate change, drought, and catastrophic events."*

In November of 2021, in response to prolonged drought conditions, historically low "Table A" allocations, deteriorating conditions on the Colorado River, and the Governor's call for 15% voluntary savings, the MWDOC Board implemented MWDOC's WSCP at Level 2. Shortly after MWDOC went to Level 2 of its WSCP, Governor Newsom signed Executive Order N-7-22, which required that all water agencies implement actions as outlined in their WSCP Level 2. At that time, many of Metropolitan's member agencies, and MWDOC's member retail agencies activated Level 2 of their WSCPs.

MWDOC has continued to be at an elevated Level 2 since November of 2021 for two primary reasons:

1) Prolonged dry conditions and shortage of water supplies on both the State Water Project and Colorado River system
2) The requirement put in place by the Governor's executive order

In late 2022, with an initial Water Year (WY) 2023 SWP Table A allocation of 5%, and with a significant amount of uncertainty for the upcoming WY 2023, Metropolitan, MWDOC, and MWDOC's member agencies began the planning process for additional shortages though the Water Supply Allocation Plan (WSAP) process. Potentially necessitating a further elevation of MWDOC's WSCP Level.



Water Supply Conditions Improve

Since January of this year, California has seen significant relief from the prior three years of drought conditions. The 8-station index is at 134% of normal, with many reservoirs across the state showing significant gains in storage since January 1, 2023. Additionally, according to the U.S. Drought Monitor, no portion of the state is currently in Extreme Drought compared to over 35% just three months ago. Likewise, while not as significant, accumulated snowpack and hydrological conditions are also improving within the Colorado River Basin.

Citing the significant precipitation that California has received, coupled with the continued barrage of atmospheric rivers and counting, DWR continued to increase the State Water Project "Table A" allocations. From December's initial allocation of 5%, increases when to 30% in January, 35% in February, 75% in March, and at least one more increase is expected following April and/or May snowpack surveys. Additionally, due to storage levels at San Luis Reservoir, DWR announced that they were making Article 21 supplies available to the State Water Contractors for additional storage opportunities. Metropolitan has announced that they are utilizing the increase in the "Table A" allocation and Article 21 water to rebuild storage reserves that were utilized during the previous three years and the end to the Emergency Water Conservation Program (EWCP) for the State Water Project dependent (SWP-D) areas. In the last two weeks, Metropolitan have already received more than 80 TAF of Article 21 deliveries.

Due to the significantly improved conditions across the state and the increases in the "Table A" allocation, Governor Newsom signed Executive Order N-5-23 on March 24, whereby:

- Local water agencies no longer required to implement Level 2 actions of WSCPs
- Wasteful watering practices continue to be banned

Locally, Orange County has received 189% of average precipitation, allowing for the significant reduction in water demands and the ability for local water agencies to build surface and groundwater storage reserves.

MWDOC's WSCP Level Considerations

With the significant change in state, regional, and local water supply conditions, shortage conditions as defined in MWDOC's WSCP no longer exists. Additionally, with the Governor's removal of the requirement that water agencies be at Level 2 of their WSCP, water agencies can determine implement shortage response actions based on local decision making.

Therefore, with the region rebuilding storage reserves, historically low demands, and flooding across wide portions of the State, there is no extraordinary water savings required of MWDOC's retail water agencies. For this reason, MWDOC staff recommends that MWDOC's WSCP Level be reduced from Level 2 to Level 0.

WSCP Level	Targeted Savings	Response Actions
Level 0	N/A	**Continued water use efficiency best practices** and state required mandatory restrictions
Level 1	Up to 10%	Level 0 actions plus additional **voluntary** enhancements to incentivize water savings
Level 2	Up to 20%	Level 1 actions plus additional **mandatory** enhancements to ensure water savings

As highlighted in the table above, Level 0 continues MWDOC's investments in water use efficiency best practices and continues to highlight to our region the continued need to make efficient use of our imported water supply. Additionally, MWDOC's WSCP Level 0

continues the statewide mandatory water waste prohibition consistent with Executive Order N-5-23.

Additionally, at Level 0, MWDOC provides a high degree of flexibility for our member agencies to determine their own locally appropriate level without concern of a specified savings target.

BOARD OPTIONS

Option #1: Committee recommends the Board rescind MWDOC's Water Shortage Contingency Plan Level 2, thereby placing MWDOC at Level 0; direct staff to develop the associated resolution; and continue to promote banning wasteful watering practices consistent with Executive Order N-5-23.

Option #2: Committee recommends the Board transition MWDOC's Water Shortage Contingency Plan from Level 2 to Level 1; direct staff to develop the associated resolution; promote voluntary water savings of up to 10%; and continue to promote banning wasteful watering practices consistent with Executive Order N-5-23.

Option #3: Take No Action. Maintain MWDOC's Water Shortage Contingency Plan at Level 2; promote voluntary water savings of up to 20%; and continue to promote banning wasteful watering practices consistent with Executive Order N-5-23.

Item No. 5

INFORMATION ITEM
April 3, 2023

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

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

Staff Contact: Damon Micalizzi

SUBJECT: **2023 Water Policy Forum & Dinner Schedule**

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

Edward Ring, contributing editor, senior fellow, and co-founder of the California Policy Center, will serve as Keynote speaker for MWDOC's next Water Policy Forum and Dinner. The event will be held on Thursday, June 22, 2023. The venue is yet to be confirmed, as the Westin Hotel is unavailable.

Mr. Ring is also a senior fellow with the Center for American Greatness and a regular contributor to the California Globe. His work has appeared in the Los Angeles Times, the Wall Street Journal, the Economist, National Review, Forbes, and other media outlets. Mr. Ring is the author of two books: "Fixing California – Abundance, Pragmatism, Optimism" (2021) and "The Abundance Choice – Our Fight for More Water in California" (2022).

With the OC Water Summit now slated for October, staff will be coordinating with the Water Policy Forum Committee (Directors Dick, McVicker, and Nederhood), to plan another dinner in December or January.

Item No. 6

INFORMATION ITEM
April 3, 2023

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

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

Staff Contact: Sarah Wilson

SUBJECT: **MWDOC Choice School Programs Update**

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The Municipal Water District of Orange County (MWDOC) K-12 Choice School Program contractors—Shows That Teach and Orange County Department of Education's Inside the Outdoors—continue to book live, interactive water lessons for the 2022/23 school year.

Included in this report is a preview of scheduled visits for the months of April and May 2023. MWDOC Choice School Program contractors update the shared Google Calendar so that participating water providers are able to view the virtual sessions in their service area as they are booked. Please note that the shared Google Calendar is updated frequently, and will always have the most accurate information. Visits are subject to change due to school and teacher availability. Login information for the shared Google Calendar is available upon request.

DETAILED REPORT

Budgeted (Y/N): Y	Budgeted amount: $430,221	Core __	Choice X
Action item amount:	Line item: 63-7040		
Fiscal Impact (explain if unbudgeted):			

All MWDOC Choice School Programs incorporate hands-on interaction, pre- and post-program activities, and opportunities for family and community engagement. Sessions are offered to schools as either in-person or virtual. Included in this report is a detailed breakdown of each program's progress including teacher feedback, photos, and more.

MWDOC Choice Elementary School Program (Grades K-2)
April 3, 2023

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2022-2023 school year.

- **In-person presentations hosted:** 69
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 13,046
- **Presentations have been completed in the following service areas:** City of Anaheim, East Orange County Water District, El Toro Water District, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, City of La Palma, Moulton Niguel Water District, City of Orange, City of San Clemente, City of Santa Ana, Santa Margarita Water District, South Coast Water District, Trabuco Canyon Water District, City of Tustin, City of Westminster

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2022-2023 school year.

- **In-person presentations scheduled:** 30
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 5,307
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, City of Brea, City of Fullerton, City of Garden Grove, City of Huntington Beach, Laguna Beach County Water District, Moulton Niguel Water District, City of Orange, City of Santa Ana, Santa Margarita Water District, City of Tustin, City of Westminster

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

- “Very well organized, Students had fun and participated throughout the entire presentation. Fun, educational, and funny.” - 1st Grade Teacher, Madison Elementary School, City of Anaheim service area

- “It was creative, fun, and informative. It kept the kids' attention!” – 2nd grade teacher, Eisenhower Elementary School, City of Garden Grove service area

- Two photos taken of students working on their new Ricky the Raindrop booklets immediately after the performance of “Waterology” at Woodbury Elementary School in the City of Garden Grove’s service area.





MWDOC Choice Elementary School Program (Grades 3-5)
April 3, 2023

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

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2022-2023 school year.

- **In-person presentations hosted:** 169
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 11,653
- **Presentations have been completed in the following service areas:** City of Brea, City of Anaheim, City of Fullerton, City of Santa Ana, El Toro Water District, City of Fountain Valley, City of Garden Grove, City of Huntington Beach, City of La Habra, City of La Palma, Mesa Water District, Moulton Niguel Water District, City of Orange, Santa Margarita Water District, Serrano Water District, South Coast Water District, City of Tustin, City of Westminster, Yorba Linda Water District

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2022-2023 school year.

- **In-person presentations scheduled:** 65
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 4,669
- **Upcoming presentations have been scheduled in the following service areas:**

City of Brea, City of Buena Park, City of Fullerton, City of Santa Ana, El Toro Water District, City of Garden Grove, City of Huntington Beach, Moulton Niguel Water District, Santa Margarita Water District, City of Tustin, City of Westminster, Yorba Linda Water District

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

- Carl Hankey Elementary School, Capistrano Unified School District, Santa Margarita Water District's service area.







- Photo from Instagram- Carl Harvey Elementary School, Santa Ana Unified School District, City of Santa Ana service area



- Photo from Instagram- Davis Magnet School, Newport-Mesa Unified School District, Mesa Water District Service Area



- Photo from Instagram- Arovista Elementary School, Brea Olinda Unified School District, City of Brea service area





To date, OCDE/ITO has received interest from the following schools and is working with teachers to schedule those presentations:

- One (1) school in the City of Garden Grove service area
- One (1) school in the City of Fountain Valley service area
- One (1) school in the City of Fullerton service area
- Six (6) schools in the City of Anaheim service area
- One (1) school in the City of Santa Ana service area
- One (1) school in the City of Westminster service area

MWDOC Choice Middle and High School Programs (Grades 6-12)
April 3, 2023

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

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

COMPLETED PARTICIPATION TO DATE:

Totals reflect the number of presentations *completed* and students seen since the start of the 2022-2023 school year.

Middle School Program (Grades 6-8)

- **In-person presentations hosted:** 48
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 1,455
- **Presentations have been completed in the following service areas:** City of Santa Ana, City of Fountain Valley, City of San Clemente, City of Tustin

High School Program (Grades 9-12)

- **In-person presentations hosted:** 8
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 218
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Santa Ana, South Coast Water District

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2022-2023 school year.

Middle School Program (Grades 6-8)

- **In-person presentations scheduled:** 10
- **Virtual presentations scheduled:** 0

- **Total number of students expected:** 287
- **Upcoming presentations have been scheduled in the following service areas:** City of Brea, City of Buena Park, City of Santa Ana, El Toro Water District

High School Program (Grades 9-12)

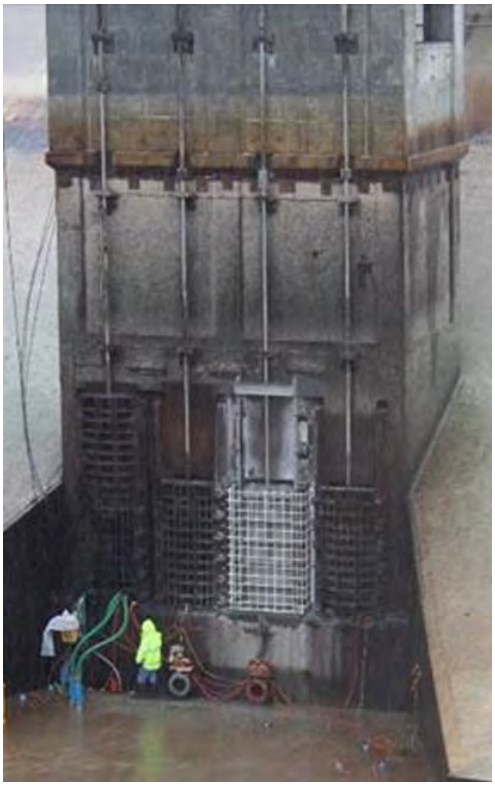
- **In-person presentations scheduled:** 7
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 231
- **Upcoming presentations have been scheduled in the following service areas:** City of Santa Ana, City of Huntington Beach, Moulton Niguel Water District

Mon	Tue	Wed	Thu	Fri
27 K-2 ANAHEIM Ponderosa Elem	28	29 3-5 Huntington Beach - Hawes 3-5 Santa Ana - Madison Elementary K-2 SMWD Bathgate Elem. 8:15 & 9:	30 3-5 Santa Ana - Madison Elementary 3-5 Westminster - Sequoia	31 3-5 Santa Ana - Adams Elementary
3 K-2 ANAHEIM Guinn Elem	4	5 K-2 HUNTINGTON BEACH Hawes	6	7
10 3-5 Brea - Brea Country Hills	11 3-5 Buena Park - Raymond Temple 3-5 City of Fullerton - Valencia Park 6-8 Santa Ana Willard Intermediate	12 3-5 Buena Park - Dysinger 6-8 Buena Park - Raymond Temple	13 3-5 Santa Ana - Advanced Learning 3-5 Yorba Linda - Travis Ranch	14 3-5 Santa Ana - El Sol Academy
17	18	19 K-2 LAGUNA BEACH Anneliese Sch. K-2 SMWD Mission Basilica Sch	20 K-2 GARDEN GROVE Sunnyside Elem	21 K-2 HUNTINGTON BEACH Carden K-2 SANTA ANA Franklin Elem
24 K-2 ANAHEIM Westmont Elem K-2 FULLERTON Sunset Lane Elem K-2 HUNTINGTON BEACH Hebrew K-2 SANTA ANA Heritage Elem	25	26 3-5 El Toro WD - Grace Christian 6-8 El Toro WD - Grade Christian K-2 MNWD Canyon Vista Elem K-2 WESTMINSTER Hayden Elem	27	28 K-2 ANAHEIM Loara Elem. 1:20 & 2: K-2 ANAHEIM Mann Elem
1 3-5 Santa Margarita WD - Las Flores K-2 HUNTINGTON BEACH Moffett K-2 WESTMINSTER DeMille Elem	2	3	4 6-8 Brea - Falcon Academy of K-2 FOUNTAIN VALLEY Plavan Elem	5

May 2023 (Pacific Time - Los Angeles)

Mon	Tue	Wed	Thu	Fri
1 3-5 Santa Margarita WD - Las Flores K-2 HUNTINGTON BEACH Moffett K-2 WESTMINSTER DeMille Elem	2	3	4 6-8 Brea - Falcon Academy of K-2 FOUNTAIN VALLEY Plavan Elem	5
8	9	10	11	12 K-2 ANAHEIM Olive Street Elem K-2 BREA Olinda Elem
15 3-5 Tustin - Guinn Foss School	16	17 K-2 BREA St. Angela Merici Elem K-2 TUSTIN Saint Jeanne de	18	19
22 3-5 Fullerton - Laguna Road School	23 3-5 Buena Park - San Marino School	24	25	26 K-2 BREA Laurel Elem K-2 WESTMINSTER Fryberger Elem
29	30 9-12 Huntington Beach - Edison High	31 3-5 Huntington Beach - Smith	1	2

ENGINEERING & PLANNING	
Reliability Study Update	Staff have been working with consultant CDM Smith and Metropolitan Water District (MET) staff on an update to the 2018 OC Water Reliability Study (2022 OC Study). Updating of the planning assumptions and understanding of the implications will be useful to our staff, Directors, MET Directors, and member agencies for future water reliability decision considerations. This update was launched because of significant changes in conditions since the publication of the 2018 OC Study. The final OC Study presentation, which incorporated comments from the MWDOC Agency Managers meeting, was presented to the A&F Committee meeting on February 8, 2023. The draft report will be distributed to the agency managers for final comments. Agency managers have asked for additional time to review the draft report. IRWD has requested imported water and Orange County Basin data output from MWDOC's 2022 OC Study to complete their own agency reliability study. IRWD will reimburse MWDOC for the costs incurred by the changed scope of work in the MWDOC - CDM Smith contract (see attached Letter Agreement).
Doheny Ocean Desalination Project	South Coast Water District (SCWD) continues to develop the Doheny Ocean Desalination Project. SCWD estimates an on-line date of 2026, if approved by the SCWD Board. SCWD held a Special Board Meeting on September 2, 2021 to discuss the financial implications of the project. Clean Energy Capital (CEC) presented a water cost analysis for the project where CEC presented cost projections for a 2 MGD project with an estimated 1st year water cost of $1,928/AF in 2021$, and a 5 MGD project with an estimated 1st year water cost of $1,479/AF in 2021$ (later updated to $1,807/AF in 2027$ vs $1,545/AF MET Rate in 2027$). On December 9, 2022, the California State Lands Commission (CSLC), approved an Addendum to the Doheny Ocean Desalination Project Final Environmental Impact Report (EIR) along with the certified Final EIR. The EIR Addendum addresses a proposed CSLC lease for slant wells at Doheny State Beach (DSB). The new lease allows for construction and long-term operation of up to five slant wells at DSB. SCWD is currently working with State Parks on a lease agreement, a study with Regional Water Quality Control Board staff as a condition of the National Pollution Discharge Elimination System (NPDES) permit, and on Design Build Operate Maintain (DBOM) Contract Development.

Shutdowns	**Lake Mathews Facility Shutdown** March 13-24, 2023, shutdown of the Lake Mathews Facility to replace a damaged slide gate on the outlet tower and aging valves on the Santiago Lateral is now complete.  *New Slide Gate*  *Refilling Lake Mathews Forebay* **Orange County Feeder** The purpose of the shutdown is to remove and dispose of the existing lining, reline the pipeline with cement mortar, weld straps, replace valves and install manholes on this 85+ year old pipeline from the Willits Street Pressure Control Structure (north of South Coast Plaza) to the Irvine Cross Feeder (south of UC Irvine). The Orange County Feeder shutdown began on September 18, 2022, and will continue through July 15, 2023.



OC Feeder Shutdown - Access Point for Liner Replacement

R6 Reservoir Rehabilitation

El Toro WD is shutting down the 275 Million Gallon R6 Reservoir to replace the aging reservoir liner and cover. The reservoir will be offline from November 2022 through July 2023.

Diemer Water Treatment Plant

MET has rescheduled a 7-day shutdown of the Diemer WTP in order to repair a broken chlorine solution line to January 8-14, 2024. Finding a suitable window for this shutdown presented challenges due to numerous maintenance shutdowns by MET and retail agencies as well as fire danger concerns.

Coinciding with the 7-day Diemer shutdown, the following pipelines will also be down for repairs:

- Allen-McColloch Pipeline
- East Orange County Feeder No.1
- East Orange County Feeder No.2
- Lower Feeder (Treated)
- Lower Feeder (Untreated)
- Second Lower Feeder (portions)

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Director

Larry D. Dick
Director

Al Nederhood
Director

Karl W. Seckel, P.E.
Director

Jeffery M. Thomas
Director

Harvey De La Torre
Interim General Manager

MEMBER AGENCIES

City of Brea
City of Buena Park
East Orange County Water District
El Toro Water District
Emerald Bay Service District
City of Fountain Valley
City of Garden Grove
Golden State Water Co.
City of Huntington Beach
Irvine Ranch Water District
Laguna Beach County Water District
City of La Habra
City of La Palma
Mesa Water District
Moulton Niguel Water District
City of Newport Beach
City of Orange
Orange County Water District
City of San Clemente
Santa Margarita Water District
City of Seal Beach
Serrano Water District
South Coast Water District
Trabuco Canyon Water District
City of Tustin
City of Westminster
Yorba Linda Water District

March 23, 2023

Paul A. Cook
General Manager
Irvine Ranch Water District
P.O. Box 57000.
Irvine, CA 92619-7000

RE: Letter Agreement Re IRWD's Use of MWDOC's Standard Agreement for Consultant Services with CDM Smith and Reimbursement of Costs

Dear Mr. Cook:

It is our understanding that Irvine Ranch Water District (IRWD) desires an option to utilize an existing agreement between a separate government agency, Municipal Water District of Orange County's (MWDOC), and its consultant, CDM Smith, regarding consultant services for the Orange County Reliability Study. Specifically, we understand IRWD desires MWDOC to direct CDM Smith to compile and provide certain data sets (supply and demand details) from the completed Orange County Reliability Study Update under substantially the same terms and conditions as MWDOC's certain Standard Agreement For Consultant Services with CDM Smith, dated January 1, 2019, as amended (Consultant Agreement). Therefore, in order to foster governmental cooperation and efficiency, and to grant IRWD permission to utilize the Consultant Agreement, this Letter Agreement confirms the following:

1. MWDOC hereby authorizes IRWD to utilize its existing Consultant Agreement, at IRWD's sole cost and risk on the same terms and conditions, except as modified herein. MWDOC makes no representations or warranties to IRWD regarding said contract.
2. Pursuant to the Consultant Agreement, Section I.C ("Changes in Scope of Work"), attached hereto as **Exhibit "A"** is written Change Order #9 reflecting the change in the scope of work to allow IRWD to use CDM Smith's consultant services regarding the Orange County Reliability Study for said purposes.
3. IRWD will be responsible for payment for Consultant's work to MWDOC upfront, and any remaining unspent funds shall be returned to IRWD upon conclusion of the work. Accordingly, IRWD shall deliver payment of $10,000 to MWDOC within five (5) business days of executing this Letter Agreement. Any unspent funds shall be returned to IRWD upon notice to MWDOC that the work has been completed and an accounting of remaining unspent funds.
4. IRWD's use of the Consultant is not the responsibility of MWDOC. MWDOC shall not be liable for any damages to IRWD caused by their own use of the Consultant. IRWD accepts all responsibility for its work utilizing the Consultant.

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5. IRWD agrees to defend, indemnify and hold MWDOC harmless of any and all liability related to IRWD's actions for the matters addressed in this Letter Agreement.
6. This Letter Agreement is non-transferable.

If you are in agreement with these conditions, please sign, date, and return one copy of this signature page.

If there are questions regarding this project, please contact Charles Busslinger at MWDOC at (714) 593-5003.

Very truly yours,



Harvey De La Torre,
Interim General Manager, Municipal Water District of Orange County

So agreed.

_____
Paul A. Cook, General Manager, Irvine Ranch Water District

Date: _____

Encl.: Exhibit "A"

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EXHIBIT “A”

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Letter Proposal

To: *Charles Busslinger, Director of Engineering, MWDOC*
Fiona Sanchez, Director of Water Resources, IRWD

From: *Dan Rodrigo, Senior Vice President, CDM Smith*

Date: *March 15, 2023*

Subject: *Providing Output Data from MWDOC's Water Reliability Study Model*

Background

IRWD has requested imported water and Orange County Basin data output from MWDOC's current Water Reliability Study (Study). CDM Smith utilized an updated WEAP systems model for preparing MWDOC's Study and will be the source of requested data.

Proposed Scope of Work

CDM Smith will provide IRWD with the data output in spreadsheets that are formatted as indexed-sequential data sets, with a historical hydrology index from 1965-2021 mapped to future years 2021-2050. The table below illustrates the indexed-sequential output example.

		Hydrology Year													
		1	2	3	4	5	6	...	51	52	53	54	55	56	57
Simulation Year	2022	1965	1966	1967	1968	1969	1970	...	2015	2016	2017	2018	2019	2020	2021
	2023	1966	1967	1968	1969	1970	1971	...	2016	2017	2018	2019	2020	2021	1965
	2024	1967	1968	1969	1970	1971	1972	...	2017	2018	2019	2020	2021	1965	1966
	2025	1968	1969	1970	1971	1972	1973	...	2018	2019	2020	2021	1965	1966	1967
	2026	1969	1970	1971	1972	1973	1974	...	2019	2020	2021	1965	1966	1967	1968
	2027	1970	1971	1972	1973	1974	1975	...	2020	2021	1965	1966	1967	1968	1969
	2028	1971	1972	1973	1974	1975	1976	...	2021	1965	1966	1967	1968	1969	1970
	2029	1972	1973	1974	1975	1976	1977	...	1965	1966	1967	1968	1969	1970	1971
	2030	1973	1974	1975	1976	1977	1978	...	1966	1967	1968	1969	1970	1971	1972
	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	2046	1989	1990	1991	1992	1993	1994	...	1982	1983	1984	1985	1986	1987	1988
	2047	1990	1991	1992	1993	1994	1995	...	1983	1984	1985	1986	1987	1988	1989
	2048	1991	1992	1993	1994	1995	1996	...	1984	1985	1986	1987	1988	1989	1990
	2049	1992	1993	1994	1995	1996	1997	...	1985	1986	1987	1988	1989	1990	1991
	2050	1993	1994	1995	1996	1997	1998	...	1986	1987	1988	1989	1990	1991	1992

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Imported Water Output

For imported water, the output will be the MET shortage allocation level from 0 to 13. CDM Smith will also provide a table that indicates MET's baseline delivery % for each allocation level. IRWD will be responsible for adjusting this baseline delivery using MET's Water Allocation Plan formulas for retail and extraordinary supply adjustments in order to estimate the MET deliveries to IRWD. CDM Smith will provide the output for 45 scenarios that reflect the following combinations:

Warm/wet climate future
Warm/dry climate future
Hot/dry climate future
Low MET demand forecast
Mid MET demand forecast
Mid MET demand forecast with additional water use efficiency
High MET demand forecast
High MET demand forecast with additional water use efficiency
Baseline MET Future Supplies – Small Pure Water So.Cal and 100k of CRA Transfers
Baseline MET Future Supplies + Delta Conveyance
Baseline MET Future Supplies + Delta Conveyance, Large Pure Water So.cal and 250k storage

OC Basin Output

The output for estimating groundwater from the OC Basin will be the Basin Production Percent (BPP) which will require IRWD to multiply this number by IRWD demand that overlays the OC Basin. CDM Smith will provide this output for the following scenarios:

Warm/wet climate future – with medium levels of SAR baseflows
Warm/dry climate future – with low levels of SAR baseflows
Hot/dry climate future – with low levels of SAR baseflows

In addition to providing this output to IRWD, CDM Smith will make itself available for questions and possible review of how output is used by IRWD for consistency with MWDOC's Study.

Proposed Schedule and Fee

CDM Smith will be able to provide the model output within one week of notice to proceed. Our proposed fee for the output is $1,500. In addition, we recommend a not to exceed reserve of $8,500 for support to IRWD in using this data. Our total proposed fee is $10,000. We request this effort as an amendment to our current MWDOC contract in order to minimize project management costs of opening up a new contract.

cc. Alberto Acevedo, Principal-in-Charge, CDM Smith

General Managers Report
WEROC Status Report

March 2023

MARCH INCIDENTS/EVENTS

- Multiple Rain Events
- Water Main Breaks (2)
- Sewage Spill (1)

MARCH STORM PRESIDENTIAL DECLARATION FEMA-3592
INCIDENT PERIOD: MAR 9, 2023 AND CONTINUING
DECLARATION DATE: MAR 10, 2023



- Emergency Declaration Only at this time
- Orange County is Included but still requires qualification
- The Governor updated the State of Emergency (SOE) Proclamation 3/14
- Orange County Proclaimed 3/14
- Orange County Operational Area is Capturing Data Following Each Storm.
- Current amounts for OC as of 3/27 (time of this report)
    - $3,04,000 Public Assistance
    - $10,180,000 Individual Assistance
- Only Public Assistance (which is for government entities) Category B for Emergency Work (measures) us eligible at this time. No other categories the repair or replacement of disaster-damaged facilities (debris removal, permanent work to damage has been granted. This will be dependent and the reporting of the damage across Orange County and reaching the qualification threshold of approximately $13,130,000 for Pubic Assistance Alone.
- Individual Assistance (for the community members) in the designated counties in the map above are eligible to apply for financial and direct services and should be working thru their cities.
- No Water or Wastewater agencies have reported issues or damage related to the March storms

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

- On 3/1, Vicki attended a planning meeting with OCWD and other entities regarding the April 14th GWRS Dedication.
- On 3/2, Dave and Janine attended the monthly Orange County Emergency Management Organization (OCEMO) Meeting. The standing subcommittees provided their reports. Main presentation was made by the OCIAC.
- On 3/3, Vicki attended WACO and provided the WEROC monthly update.
- On 3/6, Vicki attended a meeting with the county regarding SB552 and the county's needs in regards to their internal documentation required as an Operational Area under SB 552.
- On 3/6, WEROC attended the NWS San Diego webinar for the incoming storms.
- On 3/8, Vicki attended the San Diego Gas & Electric Emergency, Disaster and wildfire preparedness workshop the utility is required by law to hold with partners every year.
- On 3/9, Vicki attended the NWS San Diego Webinar for incoming storms.
- On 3/16, Dave facilitated the WEROC Quarterly Water/Wastewater Cyber Working Group Meeting. The OCIAC gave an update.
- On 3/16, Vicki attended the MWDOC Managers Meeting and provided a WEROC update.
- On 3/16, Vicki met with SCWD in regards to their dam plan. See programs section.
- On 3/16, Vicki met with OCWD requesting assistance with a TTX in June (see exercises below)
- On 3/20, Vicki attended the NWS Storm Webinar.
- On 3/22, Vicki met with SCWD in Laguna Beach and provided guidance requested by the agency in relation to the recent storm.
- On 3/23, Vicki attended the MET Managers meeting and provided a WEROC update.
- On 3.23, Vicki attended the DWR/SWCRB Executive Order N-4-23 Flood Water Capture Briefing Webinar.
- On 3/24, Vicki attended the CESA State Board Meeting.
- On 3/27, Vicki attended the NWS San Diego Briefing for the incoming storms.
- On 3/28, Vicki attended the CESA Fall Program and Awards Meeting. Program focused on the Active Shooters and agency processes.

PLANNING AND PROGRAM EFFORTS

Cyber Security, OCIAC Coordination and IT Support
WEROC continues to send out important information to the Cyber Security Distribution Group as received from DHS or the OCIAC.

Dave facilitated the WEROC Quarterly Water/Wastewater Cyber Working Group Meeting on March 16th, The OCIAC and member agency IT Professionals were in attendance.

WEROC continues to maintain a close and positive working relationship with the Orange County Intelligence Assessment Center. WEROC contacted the OCIAC for a suspicious event that occurred in February.

Due to the recent departure of MWDOC IT Network Engineer, Dave has been temporarily loaned to support the IT Department. At this time, 50-70% of Dave's time is being spent on the IT projects and the onboarding of the new contractor (Accent).

EOC Readiness & EOC Project

Dave continues to work on the EOC Position Guide Revision Project to make response for people assigned to positions in the EOC easier.

Vicki is working on the Mobile EOC Quotes as requested by the board. Additionally, Vicki has been in contact with the CalOES Policy point of contact as the state is required to provide an endorsement in order for the agency to seek funding.

Vicki has quote requests out for the 800MHz project being supported by Homeland Security Grant Funding.

Member Agency Planning & Exercise Support

Vicki met with SCWD in relation to their Dam Planning effort. They have had some challenges with CalOES and Vicki will be providing assistance to get their plan approved by the state.

Resource Requests and Member Agency Inventory Lists

Janine continues to obtain information from WEROC member agency to update the inventory lists.

Training and Exercises

On 2/28, Vicki conducted an ICS 200 in person class in the city of Westminster. There were 38 people in attendance.

On 3/8, Dave conducted the monthly WEROC Radio Test

On 3/8, Janine conducted a WebEOC (Incident Management Program) training for the member agencies.

On 3/13, 3/14 and 3/15, Vicki conducted G611 EOC Operations Series in the City of Irvine that was open to all agencies. The series covered Management, Operations, and Planning and Intelligence. Between the three classes, there was 73 attendees.

Vicki is participating with IRWD with the planning of their Santiago Dam TTX scheduled i August.

Vicki is facilitating and supporting SOCWA with a series of three TTX exercises is the month of April.

Vicki is working with OCWD on the development of a TTX exercise to be conducted for their EOC team in June.

Dave is coordinating with member agencies for the Countywide Next Wave Exercise be conducted on Wednesday, May 17, 2023 in partnership with the Operational Area. WEROC has scheduled several small training topics to assist with reviewing plans and understanding the planning process. The sessions short, less than 30 minutes in order to provide best use of time and ability for all WEROC EOC responders the ability to attend.

WEROC Emergency Operations Plan and Disaster Service Worker (DSW) - Thursday, March 9
EOC Activation Procedures - Thursday, March 16 @ 2 pm
EOC Forms - Thursday, March 23 @ 2 pm
EOC Planning Process - Planning “P” - Understanding the Situation - Thursday, March 30 @ 2 pm

County Plans Reviewed:
County of Orange Recovery Plan – Chapter 5&6 which are the attachments and checklists covering the specific recovery groups for Management and recovery Operations working groups such as the infrastructure group.

Status of Water Use Efficiency Projects
March 2023

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
SoCal Water$mart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, 381 high efficiency clothes washers and 18 premium high efficiency toilets were installed in Orange County. To date, 127,715 high efficiency clothes washers and 60,972 high efficiency toilets have been installed through this program.
SoCal Water$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, zero commercial devices were installed in Orange County. To date, 114,404 commercial devices have been installed through this program.
Flow-Monitoring Device Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, 15 flow-monitoring devices were installed in Orange County. To date, 72 flow-monitoring devices have been installed through this program.
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, 232 residential and 24 commercial smart timers were installed in Orange County. To date, 34,221 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, 259 rotating nozzles were installed in Orange County. To date, 577,374 rotating nozzles have been installed through this program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Rain Barrel Rebate Program	MWDSC	Ongoing	Ongoing	In February 2023, 44 rain barrels were installed in Orange County. To date, 8,773 rain barrels have been installed through this program.
Turf Removal Program	MWDOC	Ongoing	Ongoing	In February 2023, 83 rebates were paid, representing $559,043.39 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 25.7 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In February 2023, 16 rebates were paid, representing $53,866.06 in rebates paid this month in Orange County. To date, the Spray to Drip Program has converted approximately 2.4 million square feet of standard spray irrigation to drip irrigation.
Landscape Design and Landscape Maintenance Assistance Programs	MWDOC	Ongoing	Ongoing	In February 2023, 16 landscape design packages and 13 landscape maintenance packages were delivered to MWDOC Turf Removal Program customers. To date, 707 landscape design packages and 232 landscape maintenance packages have been delivered to MWDOC Turf Removal Program customers.
Industrial Process/ Water Savings Incentive Program (WSIP)	MWDSC	Ongoing	Ongoing	This program is designed to improve water efficiency for commercial customers through upgraded equipment or services that do not qualify for standard rebates. Incentives are based on the amount of water customers save and allow customers to implement custom water-saving projects.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Industrial Process/ Water Savings Incentive Program (WSIP) cont.				Total water savings to date for the entire program is 1,291 AFY and 6,372 AF cumulatively.
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water. To date, 183 sites, irrigating a total of 1,676 acres of landscape, have been converted. The total potable water savings achieved by these projects is 3,692 AFY and 22,839 AF cumulatively.

Public & Governmental Affairs Activities Report
March 1, 2023 – March 28, 2023

Community and Member Agency Relations	Public Affairs Staff: • Prepared materials, coordinated, and hosted the March Public Affairs Workgroup (PAW) for OC water providers to discuss aligned programs and messaging for 2023 • Coordinated the collection of over 900 posters for the annual Water Awareness Poster Contest • Attended the RH Dana Elementary School's annual Fun Run and made a Ricky Raindrop appearance • Coordinated with the Wyland Foundation (WYFO) to promote the Wyland National Mayor's Challenge for Water Conservation • Met with WYFO to discuss collaboration on Earth Month activities • Sent potential dates to interested agencies for 23-24 MWDOC Scouts Program Clinics Government Affairs Staff: • In Washington D.C., hosted a dinner for MWDOC member agency directors and staff who were attending the conference • Circulated the monthly Grants Tracking and Acquisition report to participating member agencies • Made various updates to the Grants Tracking report and contact list • Attended the OCWD Study Session focused on consolidation • Participated in the ACC-OC Energy, Environment and Water Committee meeting • Coordinated with OCBC staff to have a MWDOC speaker at the April Infrastructure Committee meeting • Circulated information to the ISDOC Executive Committee related to them sponsoring a scholarship
Education	Public Affairs Staff • **Speakers' Bureau** – Coordinated, hosted, and led the Water Energy Education Alliance (WEEA) Leadership Roundtable #14 where the Centers of Excellence presented their statewide water and wastewater workforce report in partnership with WEEA • **Speakers' Bureau** - Presented MWDOC education initiatives at the Metropolitan Water District of Southern California's education coordinators meeting • Participated in the California Department of Water Resources Water Education Committee meeting • Collected 23-24 MWDOC Choice School Program Commitments from participating agencies (23 participating agencies to date). • Provided information regarding MWDOC Choice K-12 School Programs to City of Santa Ana, Irvine Ranch Water District, City of Fountain Valley, City of Anaheim, Trabuco Canyon Water District, and a teacher from City of San Clemente • Met with Ignited to discuss collaboration on the statewide WEEA/COE workforce report recommendations

	• Met with the California African American Water Education Foundation to discuss WEEA activities and initiatives • Met with the Association of California Water Agencies on WEEA activities and initiatives with a focus on potential partnership opportunities related to the statewide WEEA/COE workforce report recommendations • **Speakers' Bureau** – Presented at the California Environmental Education Foundation's Teacher's Institute training
Media Outreach and Distribution	Public Affairs Staff • Prepared and distributed content for social media • Distributed weekly news digests to MWDOC managers and Board • Distributed weekly Association of Metropolitan Water Agencies (AMWA) Monday briefings for member agencies • Updated MWDOC website at WUE request • Prepared and distributed a press release *"New Statewide Water and Wastewater Labor Market Report Unveiled at WEEA Meeting"*
Special Projects	Public Affairs Staff: • Confirmed Ed Ring for the June Water Policy Dinner • Met with the MWDOC Water Use Efficiency team to discuss Department of Motor Vehicles conservation promotion Governmental Affairs Staff: • Drafted the invitation for the ISDOC Quarterly meeting • Along with OCWD staff, walked through a hybrid setup for WACO meetings • Worked with MWDOC staff on an Orange County infrastructure project spreadsheet to share with the Metropolitan Water District, at their request • Staffed the ISDOC Executive Committee meeting • Updated and made edits to the ISDOC Executive Committee meeting minutes • Attended a CSDA webinar on LAFCO Municipal Service Reviews • Worked with staff of the newly appointed ISDOC 3rd VP on meeting and duty expectations • Staffed the WACO Planning Committee meeting
Legislative Affairs	Governmental Affairs Staff: • Along with Director Seckel and Melissa Baum-Haley, met with Congresswoman Katie Porter's office and Congresswoman Young Kim's office to provide an overview of MWDOC (new staff members, not from California) and the WEROC EOC proposal • Attended the ACWA Conference in Washington D.C. where we heard from various speakers from the Biden Administration as well as key members of Congress • Along with Director Seckel, met with Congressman Mike Levin's office to provide an update on water issues facing Southern California, and the WEROC EOC

	• Participated in the ACWA AB 1572 (Friedman) working group meeting • Participated in the ACWA Infrastructure working group meeting • Attended the CMUA Regulatory Committee meeting • Participated in the CMUA Legislative Committee meeting • Attended the ACWA State Legislative Committee meeting • Participated in the CSDA Legislative Committee meeting • Participated in the Southern California Water Coalition Legislative Taskforce meeting • Participated in the Metropolitan AB 1572 (Friedman), nonfunctional turf special meeting • Attended the CMUA Legislative Committee special meeting to review spot bills that have been recently amended • Participated in the Metropolitan Member Agency legislative meeting to review and discuss water rights proposals • Met with Senator Umberg's new district staff member assigned to water issues and provided an overview on MWDOC • Participated in the Metropolitan Water District legislative coordinators meeting, which was a follow-up to the previous week's meeting on AB 1572 dealing with nonfunctional turf • Attended the ACWA Legislative Symposium in Sacramento • Attended the ACWA State Legislative Committee meeting • Participated in the Cal-Desal Legislative Committee meeting • Met with the Legislative Director for the County of Orange to discuss current issues