MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATIONS COMMITTEE
18700 Ward Street, Conference Room 101, Fountain Valley, CA 92708
January 5, 2026, 8:30 a.m.

Teleconference Sites:
25652 Paseo De La Paz, San Juan Capistrano, CA 92675
17420 Walnut Street, Fountain Valley, CA 92708

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

Computer Audio: You can join the Zoom meeting by clicking on the following link:
https://zoom.us/j/8828665300

Telephone Audio:	**(669) 900 9128 fees may apply**
	(877) 853 5247 Toll-free
Webinar ID:	**882 866 5300#**

P&O Committee:
Director Seckel, Chair
Director Yoo Schneider
Director Dick

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

Ex Officio Member: President Dick

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

ROLL CALL

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

ITEMS RECEIVED TOO LATE TO BE AGENDIZED
Determine need and take action to agendize item(s), which arose subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee).

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

PRESENTATION ITEM

1. WEROC REGIONAL FUEL PLAN UPDATE: NEEDS ASSESSMENT FINDINGS

ACTION ITEMS

2. SPONSORSHIP OF CALWARN WEBSITE CY 2026

3. ADOPT RESOLUTION DESIGNATING AUTHORIZED AGENTS AS SIGNATORIES TO EXECUTE FISCAL YEAR 2024 URBAN AREA SECURITY INITIATIVE AGREEMENT

INFORMATION ITEMS

4. QUARTERLY MWDOC K-12 CHOICE SCHOOL PROGRAMS UPDATE

5. PUBLIC AFFAIRS HIGHLIGHTS

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

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

ADJOURNMENT

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

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Angela Crespi, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at 18700 Ward Street, Unit B, Fountain Valley, CA 92708. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.

Item No. 1

PRESENTATION ITEM
January 5, 2026

TO: **Planning & Operations Committee**

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

Staff Contact: Vicki Osborn, Director of Emergency Management

SUBJECT: **WEROC REGIONAL FUEL PLAN UPDATE: NEEDS ASSESSMENT FINDINGS**

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee receive the presentation.

REPORT

Purpose

The purpose of this report and accompanying presentation is to provide an update on the WEROC Regional Fuel Planning Project's progress, including survey results from the member agencies, initial work with the contractor to support the development of the Request for Proposals (RFP), and adjustments to the project timeline. This update ensures the Board remains informed as the Regional Fuel Planning Project advances toward a regionwide fuel resiliency solution that will support sustained emergency operations.

Background

The WEROC Regional Fuel Planning Project is a proactive initiative designed to strengthen Orange County's ability to maintain uninterrupted water and wastewater services during disasters by addressing regional vulnerabilities related to fuel access, availability, and sustainment. Fuel is essential to powering backup generators, operating vehicles and field equipment, supporting field repair crews, and ensuring staff can reach critical facilities during emergency operations.

At the September 2, 2025, meeting, WEROC briefed the Planning & Operations Committee on the Regional Fuel Planning Project's overarching purpose: to ensure continuity of essential lifeline services and operations by providing agencies with reliable,

uninterrupted fuel access during emergencies. Past wildfires, earthquakes, and long-duration power outages have demonstrated how quickly fuel shortages can produce cascading impacts across all lifeline sectors, emphasizing the need for coordinated regional planning.

Discussion

Project Objectives

To address vulnerabilities, the Regional Fuel Planning Project is structured around several key objectives that support both immediate readiness and long-term resilience:

- Maintain lifeline operations by ensuring continuous access to fuel for critical systems.
- Complete a regional fuel needs assessment to evaluate fuel types, quantities, usage rates, and each agency's ability to independently procure and store fuel.
- Coordinate vendor contracts and mutual aid resources to improve redundancy and reliability across the Operational Area.
- Support personal vehicle fueling for essential staff to ensure they can access treatment plants, pump stations, and other critical facilities.
- Develop activation and prioritization protocols through a standardized tiered fuel allocation framework.

Member Agencies Survey Results

Since the September Committee briefing, WEROC conducted a comprehensive survey of its 36 member agencies to gather information regarding:

- Current fuel infrastructure and onsite storage capacity;
- Existing vendor contracts and procurement pathways;
- Preparedness posture for extended operations; and
- Gaps in resources or sustainment capability.

Given the diversity of agency size and operational complexity across the region, some agencies demonstrated high levels of preparedness, while others identified capability gaps or limited access to long-term fuel sustainment. The survey results inform the next steps of the Regional Fuel Planning Project.

Request for Proposals Development

WEROC worked with its contractor, HSG, to draft an RFP that integrates all applicable state and federal requirements related to:

- Fuel procurement and emergency contracting;
- Public works regulations;
- Operational sustainment; and
- Interagency coordination.

Incorporating these requirements ensures the resulting contract will be compliant, operationally sound, and scalable to meet regional needs during large-scale catastrophic events.

Updated Project Timeline

Based on the survey findings and member agency needs, WEROC updated its project Gantt chart to reflect an anticipated RFP release in the first quarter of 2026. The Regional Fuel Planning Project continues to develop in a deliberate, methodical manner to ensure any future regional fuel solution is robust, reliable, and exceeds the limitations of informal or ad hoc fuel arrangements.

Next Steps

- Finalize the RFP structure and requirements with HSG.
- Continue coordination with member agencies on operational needs.
- Compile vendor and mutual aid considerations to support long-term sustainment.
- Launch the RFP in the first quarter of 2026.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

Attachments/Links:
Attachment 1: Regional Fuel Project Update Presentation

Water Emergency Response Organization of Orange County

Regional Fuel Plan Project Update



Planning & Operations Committee
January 5, 2026

Purpose

Brief the Committee on project progress, including survey results, RFP development, and updated timelines.



Key Objectives

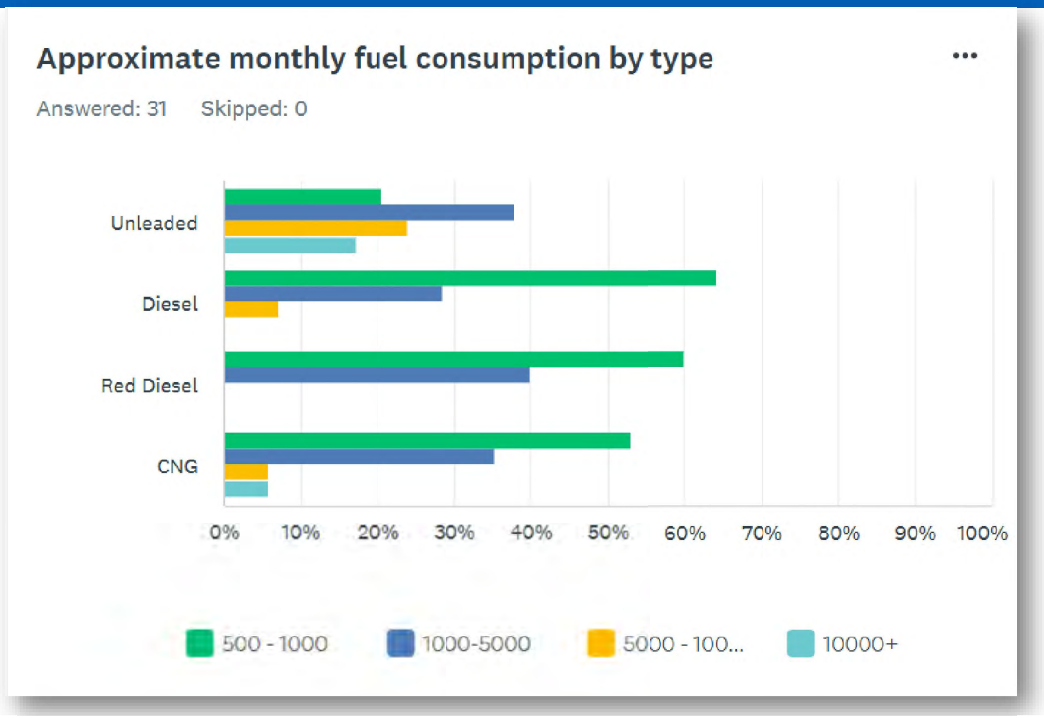
- Maintain Lifeline Operations
- Conduct a Regional Fuel Needs Assessment
- Member Agency Engagement and Working Group
- Coordinate Vendors and Mutual Aid
- Enable Personal Vehicle Fueling for Essential Staff
- Develop Activation and Prioritization Protocols
- Enhance Redundancy and Resilience of Agencies

Survey Results

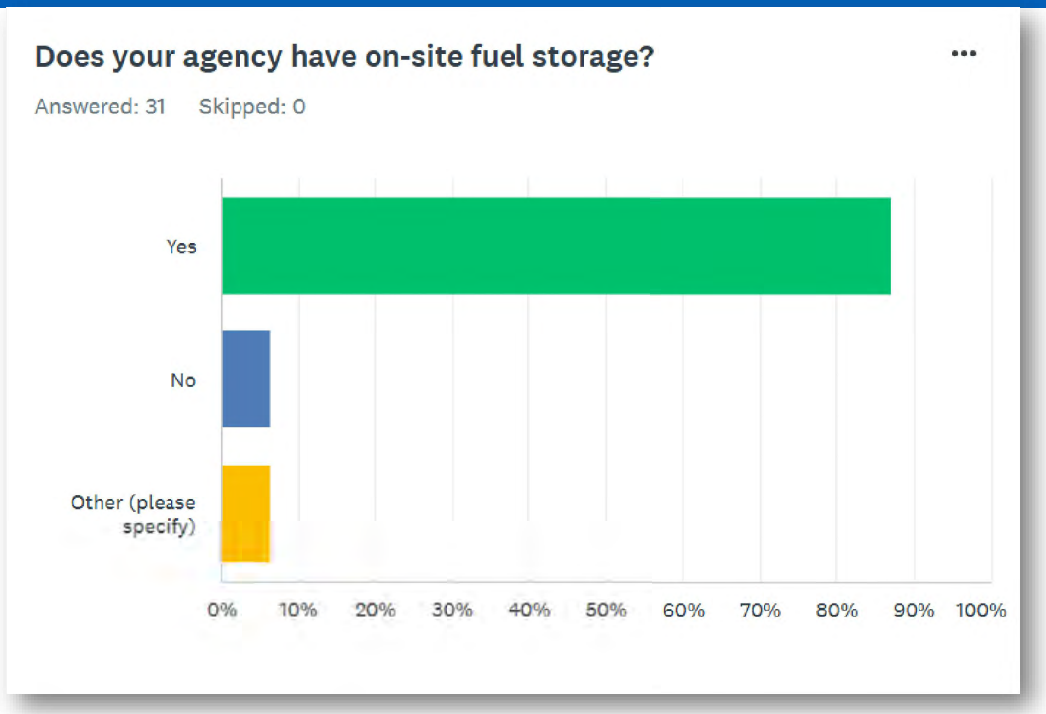
- Current fuel infrastructure and onsite storage capacity
- Existing vendor contracts and procurement pathways
- Preparedness posture for extended operations
- Gaps in resources or sustainment capability



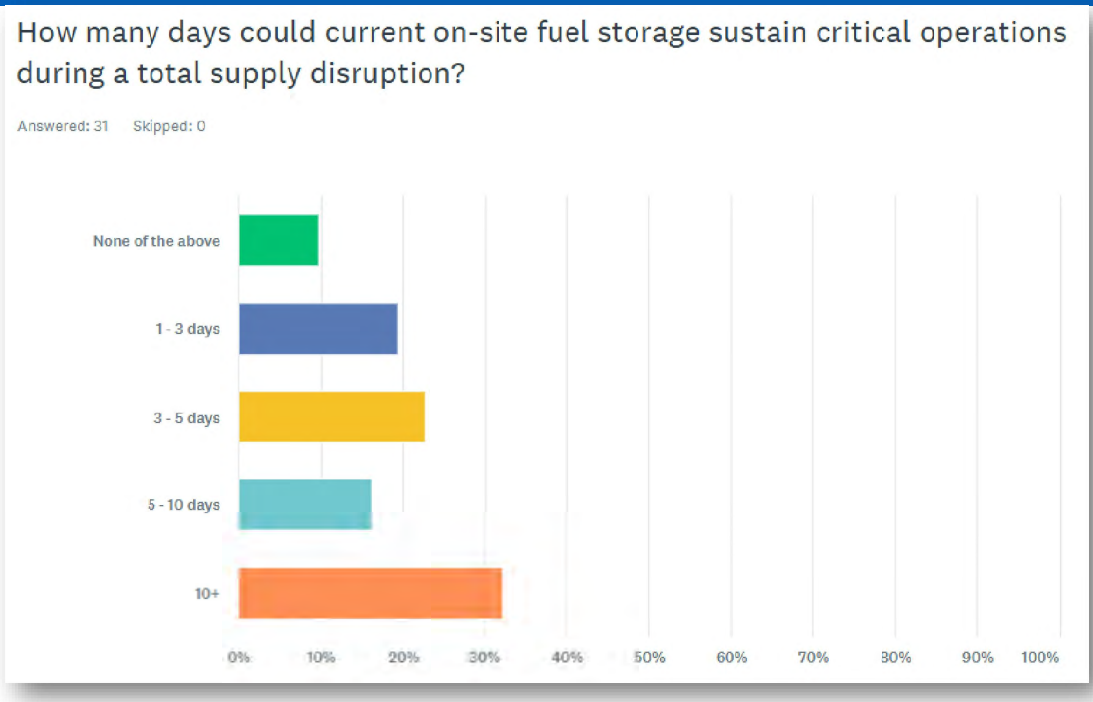
Monthly Consumption



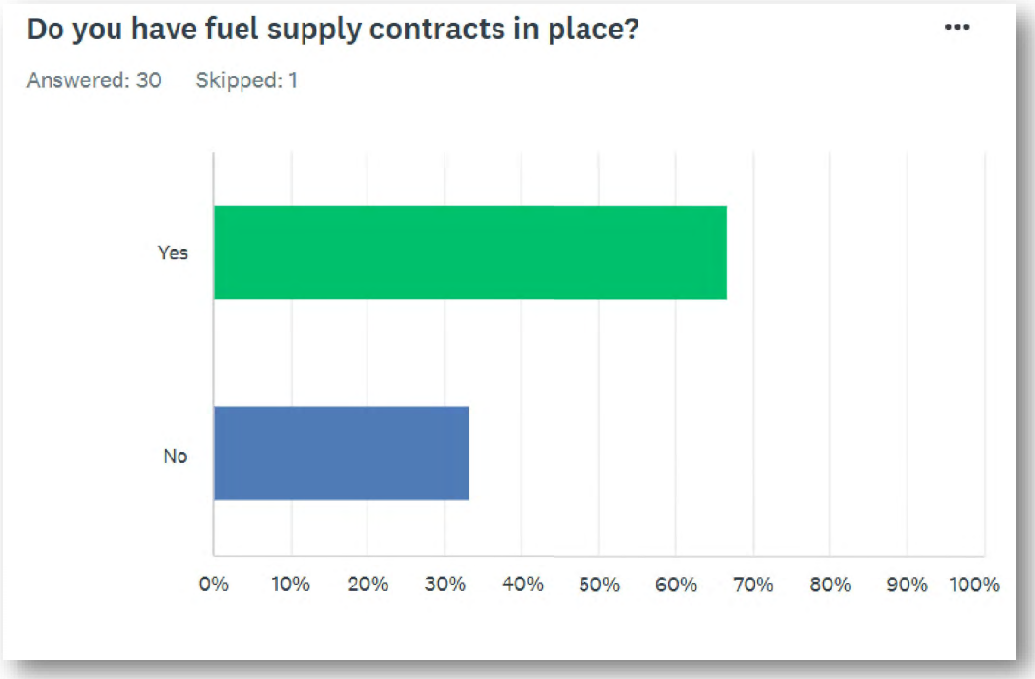
On-Site Fuel Storage



Days of Sustained Operations



Fuel Contracts



Working with HSG for RFP Development



WEROC has met with its contractor, HSG, to begin drafting an RFP that integrates all applicable state and federal requirements related to:

- Fuel procurement and emergency contracting
- Public works regulations
- Operational sustainment
- Interagency coordination

Enterprise Fuel Plan

Task No.	Task Description	Comments	Next Action By	Lead	Due Date	Requires Tech Edit	Completed
	Phase 1 - Assessment & Data Collection						
1	Prepare Fuel Use Survey	Completed by WEROC	-	Vicki O			☑
2	Conduct Fuel Use Survey	Completed by WEROC	-	Vicki O			☑
3	Analyze Fuel Use Survey Data and Develop Summary		HSG	Vicki W	12-Dec	Yes	☐
4	Collect Fuel Use Requirements per Agency	Completed by WEROC	-	Vicki O			☑
5	Analyze Fuel Use Requirments and Develop Summary		HSG	Vicki W	12-Dec	Yes	☐
	Phase 2 - Regulatory & Vendor Framework						
6	Data Call | Business Process Review 1	Comments due Dec 2	HSG	Vicki W/ Mike	19-Nov		☑
7	Regulatory Review 1		HSG	Abigail	12-Dec		☐
8	Scope of Work (Draft 1)	Comments due Dec 19	HSG	Vicki W/ Mike	12-Dec	Yes	☐
9	RFP (Draft 1)	Comments due Dec 19	HSG	Vicki W	12-Dec	Yes	☐
10	Data Call | Business Process Review 2	Comments due Dec 19	HSG	Vicki W/ Mike	12-Dec		☐
11	Regulatory Review 2	Verify regulatory based on DC | PR 1 requirements	HSG	Abigail	23-Dec		☐
13	Scope of Work (Draft 2)	Comments due by Jan 19 (Legal & Procurement Review)	HSG	Vicki W/ Mike	30-Dec	Yes	☐
14	RFP (Draft 2)	Comments due by Jan 19 (Legal & Procurement Review)	HSG	Vicki W	30-Dec	Yes	☐
13	Fuel Plan Maps (Draft 1)	Comments due by Jan 19 (Identify Zones and Key Locations)	HSG	Mitch	30-Dec	Yes	☐
14	Data Call | Business Process Review 3	Comments due by Feb 20	HSG	Vicki W/ Mike	30-Jan		☐
15	Regulatory Review 3		HSG	Abigail	27-Feb		☐
16	Scope of Work (Final)		HSG	Vicki W/ Mike	27-Feb	Yes	☐
17	RPF (Final)		HSG	Vicki W	27-Feb	Yes	☐
18	Fuel Plan Maps (Final)		HSG	Mitch	27-Feb	Yes	☐
	RFP Release & Vendor Selection		WEROC	Vicki O			☐
	Phase 3 - MOU Development						

Next Steps



- Finalize RFP structure and requirements with HSG
- Continue coordination with member agencies on operational needs
- Compile vendor and mutual aid considerations to support long-term sustainment
- Launch RFP in Q1 of 2026

Questions?

Vicki Osborn
Director of Emergency Management
Water Emergency Response Organization of Orange County
Municipal Water District of Orange County
vosborn@mwdoc.com
714-593-5010





Item No. 2

ACTION ITEM
January 21, 2026

TO: **Board of Directors**

FROM: **Planning & Operations Committee**

Harvey De La Torre, General Manager

Staff Contact: Vicki Osborn, Director of Emergency Management

SUBJECT: **SPONSORSHIP OF CALWARN WEBSITE FOR CY 2026**

STAFF RECOMMENDATION

Staff recommends that the Board approve a one-time sponsorship up to $4,500 to support the hosting, maintenance, and technical support of the new California Water/Wastewater Agency Response Network (CalWARN) website through 2026, bridging the transition until CalWARN becomes a subset of the California Utilities Emergency Association (CUEA).

COMMITTEE RECOMMENDATION

(To be determined at Committee Meeting)

REPORT

Purpose

The purpose of this report is to request Board authorization for WEROC/MWDOC to provide a one-time sponsorship of up to $4,500 to cover hosting, maintenance, updates, and technical support for the new CalWARN website during calendar year (CY) 2026, until CalWARN's transition to California Utilities Emergency Association (CUEA) governance is completed in 2026.

Background

CalWARN is the statewide mutual aid and assistance network supporting water and wastewater utilities across six regions. Its mission is to facilitate the rapid sharing of personnel, equipment, tools, and expertise during emergencies to ensure the continuity of essential services. CalWARN is a key component of California's lifeline-sector emergency management structure and works closely with utilities, local governments, CUEA, and state agencies, including WEROC.

WEROC's Emergency Management Director, Vicki Osborn, currently serves as the statewide President of CalWARN, providing leadership across all six regions and guiding governance, modernization efforts, and the website redevelopment initiative.

The existing CalWARN website is outdated and limited in functionality and user experience. In 2024, CalWARN received grant funding through the SAFER/RCAC CalWARN Work Agreement to redesign and modernize the platform. Planeteria was selected as the contractor and has worked closely with CalWARN leadership on website structure, visual design, content organization, training resources, and quality assurance.

The new website is now in its final development phase and is expected to launch by the end of the year, before the grant expires on December 31, 2025. CalWARN is preparing to transition to CUEA governance in 2026, at which time administrative, financial, and technical responsibilities, including long-term website support, will be assumed by CUEA. This creates a funding gap for calendar year 2026, between the grant expiration and the CUEA transition, during which no funding source exists to support essential hosting, maintenance, and technical operations.

Discussion

<u>CalWARN's Critical Role</u>
CalWARN's value was demonstrated during the January 2025 Los Angeles Fires, when the network played a crucial role in supporting utility continuity, sharing resources, and coordinating situational awareness across affected regions. Vicki Osborn participated directly in these response efforts in her capacity as CalWARN President. Orange County water and wastewater utilities also benefit from CalWARN's mutual aid network, which provides access to regional resources and expertise during local emergencies.

<u>Website Improvements</u>
The redesigned CalWARN website will deliver significant improvements that enhance statewide mutual aid coordination and member access to critical resources. Key benefits include:

- A modern, intuitive site structure based on updated sitemaps and wireframes.
- Improved visual design, navigation, and mobile responsiveness.
- Streamlined access to mutual aid information, including operational documents and deployment tools.

- Improved reliability, supported by updated hosting, performance enhancements, and routine maintenance.
- Training and onboarding support, including administrator training and post-launch monitoring.

Current Development Status

Planeteria and CalWARN completed major development milestones, including finalizing the design, migrating content, conducting internal quality assurance checks, and preparing for member training. Remaining tasks include final bug resolution and post-launch support activities scheduled for late December 2025.

Funding Gap

Because the SAFER/RCAC grant concludes on December 31, 2025, and CalWARN's transition into CUEA will not be finalized until 2026, no funding source exists to maintain the website during this transition period. Without bridge funding, the website risks service interruptions during early 2026, precisely when it's needed most for emergency response and mutual aid coordination.

Sponsorship Request

A bridge sponsorship is required to maintain uninterrupted website operations for CY 2026. The up to $4,500 one-time sponsorship would fund:

- Professional hosting services
- Routine system updates
- Maintenance and troubleshooting
- Content support
- Platform licensing and renewals

This investment would ensure uninterrupted service during a period of organizational transition and support CalWARN's statewide mission to protect essential water and wastewater services.

Next Steps

If approved, staff will:

- Notify Planeteria and CalWARN leadership of funding authorization up to $4,500.
- Coordinate invoicing and payment for the hosting and support until CalWARN is under California Utilities Emergency Association (CUEA).
- Assist with the year-end launch activities, as needed.
- Support the transition of website responsibilities to CUEA in 2026.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

BOARD OPTIONS

Option #1: Approve a one-time sponsorship up to $4,500 to support the hosting, maintenance, and technical support of the new CalWARN website through 2026, bridging the transition until CalWARN becomes a subset of California Utilities Emergency Association (CUEA).

Fiscal Impact: The fiscal impact of this action is up to $4,500, representing a one-time expenditure for hosting, maintenance, updates, and support services. Funds are available within the WEROC reserves.

Option #2: Do not approve the request

Fiscal Impact: None.

Attachments/Links:
N/A

Item No. 3

ACTION ITEM
January 21, 2026

TO: **Board of Directors**

FROM: **Planning & Operations Committee**

Harvey De La Torre, General Manager

Staff Contact: Vicki Osborn, Director of Emergency Management
Gabriela Landeros, WEROC Specialist

SUBJECT: **ADOPT RESOLUTION DESIGNATING AUTHORIZED AGENTS AS SIGNATORIES TO EXECUTE FISCAL YEAR 2024 URBAN AREA SECURITY INITIATIVE AGREEMENT**

STAFF RECOMMENDATION

Staff recommends the Board approve execution of the Grant Transfer Agreement with the City of Anaheim as the Fiscal Year (FY) 2024 Urban Area Security Initiative (UASI) Homeland Security Grant Administrator and adopt a resolution designating WEROC Director of Emergency Management and the General Manager as Authorized Agents for FY 2024 UASI Grant.

COMMITTEE RECOMMENDATION

(To be determined at Committee Meeting)

REPORT

Purpose

The purpose of this item is to secure required Board approval to obtain grant funding as a sub-recipient of the Fiscal Year (FY) 2024 Urban Area Security Initiative (UASI) Homeland Security Grant administered by the City of Anaheim (Attachment 1), and adopt a resolution designating authorized signatories (Attachment 2). The grant provides up to $150,000 to enhance potable water vessels on WEROC's water distribution trailers.

Background

At the request of our member agencies, MWDOC and WEROC submitted a FY 2024 UASI funding proposal to the Urban Area Working Group (UAWG), which includes regional representatives from law enforcement, fire services, health care, and emergency management. The proposal (Attachment 3) seeks up to $150,000 to enhance the potable water vessels on the potable water distribution trailers, originally acquired in 2013. The Grant Transfer Agreement period runs from November 12, 2025, through March 31, 2027.

Enhancing the potable water vessels constitutes a strategic investment in public safety and critical infrastructure resilience. Reliable access to safe drinking water is a foundational element of WEROC's emergency response and community recovery. The potable water distribution trailers, maintained and deployed by our member agencies, serve as an essential resource for meeting immediate community drinking water needs while water systems are repaired or restored.

Over time, the current vessels have shown changes in water quality due to normal equipment aging, sun exposure, and rising temperatures. To maintain operational reliability and ensure ongoing compliance with water quality standards, improvements to the vessels are warranted and are unanimously supported by the UAWG. Maintaining WEROC-owned assets in optimal working condition remains a priority to support Operational Area readiness.

Discussion

Staff recommends the Board approve execution of the Grant Transfer Agreement with the City of Anaheim as the Local Urban Area Security Initiative Homeland Security Grant Administrator and adopt a resolution designating the WEROC Director of Emergency Management and the General Manager as Authorized Agents for the FY 2024 UASI Grant.

If approved, staff will execute of the Grant Transfer Agreement and continue to monitor the grant cycle for notification on the availability of funds for the potable water vessel enhancement project.

Once funding is released, staff would complete any additional administrative actions required to accept the funds and coordinate with the member agencies to confirm project needs and implementation timelines.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

- ☒ *Clarifying MWDOC's mission and role; defining functions and actions.*
- ☐ *Balance support for Metropolitan's regional mission and OC values and interests.*
- ☐ *Strengthen communication and coordination of messaging.*
- ☒ *Work with member agencies to develop water supply and demand objectives.*

☒ *Solicit input and feedback from member agencies.*
☐ *Invest in workforce development and succession planning.*

BOARD OPTIONS

Option #1: Approve execution of the Grant Transfer Agreement with the City of Anaheim as the Urban Area Security Initiative (UASI) Homeland Security Grant Administrator and adopt a resolution designating the WEROC Director of Emergency Management and the General Manager as Authorized Agents for the FY 2024 UASI Grant.

Fiscal Impact: Receive up to $150,000 in UASI grant funding.

Option #2: Take no action.

Fiscal Impact: Without Board approval and authorization from designated signatories, MWDOC cannot meet the grant's administrative and reporting requirements and is therefore ineligible to receive these funds.

Attachments/Links:
Attachment 1: UASI FY24 Transfer Agreement Sub-Recipient MWDOC
Attachment 2: Draft Resolution
Attachment 3: Project Funding Request – 2025 WEROC Potable Water Distribution Vessels

AGREEMENT

SUB-RECIPIENT: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2024 Standard Grant Assurances
Exhibit A-1	Standard Assurances Addendum
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying
Exhibit D	Supplemental Grant Subaward Information

Agreement Number:_____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR REIMBURSEMENT OF TRAINING COSTS

FOR FY2024 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("SUB-RECIPIENT").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2024 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2024 Urban Areas Security Initiative" FAIN # EMW-2024-SS-05088 under the Homeland Security Grant Program from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo

California Office of Emergency Services "FY2024 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2024-HSGP-State-Supplement-updated-12.18.24.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist

them in building an enhanced and sustainable capacity to prevent, prepare for, protect against, and respond to threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2024 UASI Grant of $4,731,981 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2024 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and

B. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, a municipal corporation, P.O. Box 20895, Fountain Valley, CA 92728

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Kerrstyn Vega, Police Support Services Administrator
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1931
kvega@anaheim.net

2. The representative of MUNICIPAL WATER DISTRICT OF ORANGE COUNTY shall be:

Name:_____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City_____ State: _____ Zip:_____

Phone: _____

E-mail: _____

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt

requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT 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 the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

A. Grant Assurances in accordance with section §412A of this Agreement attached hereto as Exhibit A and Exhibit A-1 and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with section §412 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with section §412C1 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 11/12/2025 and end on 3/31/2027 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2024 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at https://www.fema.gov/authorized-equipment-list, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i)use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/media-library/assets/documents/32326.

G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2024 Homeland Security Grant Program, as set forth above.

H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2024 Homeland Security Grant Program, as set forth above.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

Contractual / Legal Remedies for Breach of Contract--Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement and/or willfully, knowingly, or negligently breach any term, condition or requirement of the Agreement, City may impose sanctions including but not limited to damages (liquidated damages and or penalties) and/or any other remedy available pursuant to the Agreement or the laws then in effect.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees,

representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that it will comply with 2 CFR 200.318(c)(1) and that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and SUB-RECIPIENT..

E. Prior to obtaining the CITY'S approval of any subcontract, SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the CITY, SUB-RECIPIENT, the State of California, and Federal regulations regarding conflict of interest.

G. SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for procuring this Agreement.

H. SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. SUB-RECIPIENT agrees that no individual shall participate in any procurement activity if a real or apparent conflict of interest exists, including, but not limited to, financial or personal relationships with any entity considered for a contract.

J. SUB-RECIPIENT shall maintain a written standards of conduct and shall take appropriate disciplinary action against any employee, officer, or agent who violates these standards. Disciplinary actions may include, but are not limited to, formal reprimand, suspension, or termination, depending on the severity of the violation.

K. SUB-RECIPIENT shall report any violations of this agreement to the awarding agency within 5 business days of discovery and shall cooperate fully with any investigation or audit related to the incident.

L. SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A and Exhibit A-1. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting on the FY2024 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2024-0088; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall 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. §§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. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§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.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 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. §§3601, et seq.), as amended, relating to non-discrimination 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; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications

SUB-RECIPIENT will comply with 2 CFR 200.216 and FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

7. Lobbying Prohibited

SUB-RECIPIENT will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by SUB-RECIPIENT to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

8. Clean Air Act

SUB-RECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. SUB-RECIPIENT agrees to report any violation of the Clean Air Act to the CITY and understands and agrees that the CITY will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office. SUB-RECIPIENT further agrees to include these requirements in each subcontract exceeding $150,000 in value financed in whole or in part with Federal assistance provided by FEMA.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2024 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

   Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

   Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987

Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-three (23) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By:_____
Theresa Bass
Clerk of the Council

APPROVED AS TO FORM:

By:_____
Kristin Pelletier
Chief Assistant City Attorney

CITY OF ANAHEIM, a municipal Corporation of the State of California

By:_____
Rick Armendariz
Interim Chief of Police

SUB-RECIPIENT
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
UEI No. DVKPZLJV6XL5

By: _____

Printed Name _____

Title
_____

APPROVED AS TO FORM

By:_____

Printed Name _____

Title
_____

EXHIBIT A

California Governor's Office of Emergency Services
FY2024 Grant Assurances
(All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization

Initials _____

must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

Initials _____

connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Initials _____

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;

(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

Initials _____

(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website (https://www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/):

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m)The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.**8. Audits**

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

Initials _____

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment -The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting -Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

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16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must

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demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Initials _____

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____

EXHIBIT A-1

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

(a) California Penal Code section 422.6(a);
(b) California Penal Code section 404.6;
(c) California Penal Code section 422(a);
(d) California Civil Code section 52.1;
(e) 18 U.S.C. § 249;
(f) 42 U.S.C. § 3631;
(g) 18 U.S.C. § 247; and
(h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding.

Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Address:_____

Authorized Agent Signature

_____ _____

Printed or Typed Name

_____ _____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

_____
AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT D

SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Anaheim UASI Grant Office Contact Information Section:**

   Anaheim Police Department
   Kerrstyn Vega, Police Support Services Administrator
   425 S. Harbor Blvd.
   Anaheim, CA 92805

2. **FAIN#:** EMW-2024-SS-05088

3. **FUND:** Federal Trust

4. **Program:** Homeland Security Grant Program

5. **Match Requirement:** None

6. **Federal Awarding Agency Section:**

Federal Program Fund / AL #	Federal Awarding Agency	Federal Award Date	Total Federal Award Amount	Total Local Assistance Amount
Homeland Security Grant Program / 97.067	US Department of Homeland Security	09/01/2024	$182,068,773	$172,965,335

7. **Project Description Section:**

   - Project Acronym:
     Homeland Security Grant Program (HSGP)

   - Project Description:

     Support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

8. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☐ No ☒

RESOLUTION NO. ____

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WATER EMERGENCY RESPONSE ORGANIZATION OF ORANGE COUNTY (WEROC)
AUTHORIZATION FOR FEDERAL FINANCIAL ASSISTANCE
PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the Municipal Water District of Orange County (MWDOC) manages the Water Emergency Response Organization of Orange County (WEROC) Program on behalf of the organization's 36 signatories;

WHEREAS, WEROC was designated by the County of Orange as the water and wastewater Operational Area coordination entity for the purpose of assisting the county's water and wastewater utilities with disaster preparedness, prevention, response, recovery, and mitigation;

WHEREAS, MWDOC desires to keep the WEROC emergency operations centers, communications equipment and other such supplies in good working order and to date with the current technological abilities of the Operational Area;

WHEREAS, MWDOC also desires to keep its program and volunteer staff trained in current emergency management practices and required levels of training according to the National Incident Management System and the California State Emergency Management System;

WHEREAS, MWDOC also desires to ensure eligibility for project and training funding that may become available throughout the year; and

WHEREAS, MWDOC has, and will, continue to submit grant applications to the Homeland Security Grant Program to continue to enhance the capabilities of the WEROC program, its staff and its member agencies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Municipal Water District of Orange County that the Water Emergency Response Organization of Orange County (WEROC) Director of Emergency Management, and the MWDOC General Manager, are hereby authorized to execute for and on behalf of the Municipal Water District of Orange County, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the City of Anaheim as the Administrator for Fiscal Year Grant 2024.

DRAFT

Said Resolution was adopted, on roll call, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of Resolution No. ___adopted by the Board of Directors of Water District at its meeting held on ____.

_____
ANGELA CRESPI
District Secretary
Municipal Water District of Orange County

DRAFT

HOMELAND SECURITY GRANT PROGRAM
PROJECT FUNDING REQUEST

Agency	Water Emergency Response Organization of Orange County (WEROC)	**Date**	July 2025
Contact Name	Gabriela Landeros	**Telephone #**	714-593-5032
Project Title	Water Distribution Vessels	**Email Address**	glanderos@mwdoc.com

Proposed Funding Source

- ☐ UASI Grant
- ☐ SHSP Grant
- ☒ To Be Determined

I. Estimated Project Costs

Independent Cost Estimate [Refer to 2 CFR 200.325(b)]	**Up to $150,000**
Estimated Cost [per any Bids or Proposals]	**$ 115,598**

Please provide an explanation for any disparity in the estimated costs.

The estimate provided accounts for the potable water vessel (13 quantity) and has the following specifications:
High-Density Polyethylene
NSF/ANSI 61 & 372: Safe for potable water use & lead-free fixtures
FDA 21 CFR 177.1520: Food-grade resin compliance
DOT-Transport: models certified for road use
UV Stabilized: Outdoor use with sunlight protection

The provided cost estimate reflects the total for all 13 trailer units. Variations in individual unit pricing estimates are attributed to updated plumbing regulations and the incorporation of compliant fixtures.

II. Project Overview

Please describe how project relates to Investment Justifications, Current THIRA, and the Countywide Strategy.

Investment Justifications:
This project supports the Enhancing Community Preparedness and Resilience, the National Priority Area of Enhancing the Protection of Soft Targets/Crowded Places, and enduring needs as they relate to both planning and equipment and capital projects. This project provides:

- **Critical Infrastructure Resilience and Continuity of Operations:** Water distribution vessels aide and support continuity of operations at critical infrastructure in a post-disaster scenario involving a terrorist attack, including a CBRNE incident targeting water-related infrastructure, or natural hazard.
- **Logistics and Supply Chain Management:** Vessels can be used in emergencies to distribute potable water and maintain access to the water system to support responder operations after a terrorist incident or other hazard. This includes supporting other jurisdictions via mutual aid.

Alignment with Current THIRA (Threat and Hazard Identification and Risk Assessment):
In 2024, the Operational Area/Urban Area (OA/UA) conducted a Threat and Hazard Identification and Risk Assessment (THIRA) and identified complex coordinated terrorist attack, earthquake, hazmat release-chemical, utility interruption, cyber-attack, flood, pandemic-human, and wildfires as having the greatest impact throughout the region. Scenarios identified in the THIRA have potential direct impacts to water quality, critical water sector infrastructure, and continuity of operations at those critical infrastructure sites. The specific direct impacts include, but are not limited to, physical damage to aging infrastructure, cyber disruption of control systems, power outages stopping operations, and water contamination.

Stakeholder Preparedness Review (SPR):
This Water Distribution Vessels Project from the latest Stakeholder Preparedness Review (SPR) supports the strengthening of regional capabilities under Infrastructure Systems, Logistics and Supply Chain Management, Community Resilience, Operational Coordination, Mass Care and Shelter Services, and Public Health, Healthcare, and Emergency Medical Services.

This project addresses the following gaps in the SPR.

- Infrastructure Systems: This project supports the alleviation of:
    - Gap 4, which highlights the challenge aging water infrastructure poses to the region;
    - Gap 5, outlining how supply chain interruption can delay acquisition of repair equipment after an incident, necessitating alternate equipment supporting continuity;
    - Gap 6, which captures the need to increase water storage across the region to ensure the region can properly respond to an incident;
    - Gap 7, which emphasizes the need to identify mechanisms for water delivery after an incident to ensure continuity of operations and response efforts.

- Logistics and Supply Chain Management: This project addresses the need to identify additional space and transport mechanisms to support the capability, as identified in Gap 6.
- Community Resilience,
- Operational Coordination: This project helps address the need to update equipment captured to ensure the ability to maintain operations, as captured in Gap 4.
- Mass Care Services: This project helps address Gap 17, which notes the challenge in moving equipment and supplies around the County to areas where it is needed.
- Public Health, Healthcare, and Emergency Medical Services: This project addresses Gap 10 by providing equipment to support quick deployment of needed resources after an incident.

This project is crafted to directly address Objectives identified in the 2024-2026 ASAUA-OCOA Homeland Security Strategy:

- **Goal 2: Protect Critical Infrastructure and Key Resources From All Threats and Hazards.** National Infrastructure Protection Plan designates Water and Wastewater Systems critical infrastructure. These vessels would enable critical water to be distributed, maintaining continuity of operations for these sites.
- **Goal 6: Enhance Multi-Jurisdictional/Inter-jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recover Capability.** The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency management system, with Logistics and Supply Chain Management involving water vessels.

Please provide a description of the project.

Previously under FY11 UASI, Anaheim/Santa Ana UASI project funding was designated to WEROC to purchase Water Distribution Trailers to achieve regional capability should there be a need for safe drinking water access and distribution. These Water Distribution Trailers have improved the Orange County Operational Area's ability to deliver potable water to areas where the water distribution system has been severely impacted by a disaster. Trailers can also supplement existing water supplies when demand is greater than what the local system can accommodate by transporting water to areas where safe drinking water is needed the most for residents. Designated potable water trailers have supplemented water needs during extreme heat events, especially events in areas with high population density where water is not as accessible or freely supplied. Regular maintenance and inspections have been carried out by our water agencies; however, these tanks have reached end of life and need replacement due to the change in the drinking water quality and the need to comply with newer water regulations regarding circulation. There are currently thirteen (13) 2,000-gallon water trailers, with the proper connections, equipment and tools needed to create an emergency connection for, but not limited to, a critical facility, shelters, residential distribution, or for a community water distribution site. These designated potable water trailers allow for the water utilities to meet the immediate need of the public for clean water, fulfilling the resource gap between local retail store supplies and the recovery of

water systems, and helping to ensure continuity of operations for local water distribution systems

This request seeks funding for the acquisition of 13 Potable Water Vessel trailer replacement tanks with upgraded capabilities for safe potable water use that have food-grade resin compliance. These would replace the current tanks that are no longer in compliance with updated regulations.

The acquisition of these water distribution trailer tanks constitutes a strategic investment in public safety and critical infrastructure, ensuring reliable access to safe, clean, and potable water—an essential resource for sustaining life and supporting emergency response operations.

Authorized Equipment List (AEL) Number(s) **19GN-00-H2OD**

Link to AEL: https://www.fema.gov/authorized-equipment-list

Please attach quotes or other supporting cost documentation

Prepared By Vicki Osborn (Aug 12, 2025 10:06:35 PDT) 07/30/2025

Signature Date

Item No. 4

INFORMATION ITEM
January 5, 2026

TO: **Planning & Operations Committee**

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

Staff Contact: Sarah Wilson, Public Affairs Supervisor

SUBJECT: **QUARTERLY MWDOC K-12 CHOICE SCHOOL PROGRAMS UPDATE**

STAFF RECOMMENDATION

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

REPORT

Purpose

The purpose of this item is to provide an update on the MWDOC K–12 Choice School Programs, including currently scheduled visits for the 2025–2026 school year, program participation to date, and overall program performance and feedback.

Discussion

MWDOC K–12 Choice School Program contractors, *Shows That Teach*, and the Orange County Department of Education's (OCDE) *Inside the Outdoors (ITO),* continue to schedule live, interactive water education lessons for the 2025–2026 school year.

Attachment 1 provides a three-month preview of scheduled school visits. The shared calendar is updated frequently and reflects the most current information available. Scheduled visits remain subject to change based on school and teacher availability. Contractors update the calendar regularly as new visits are confirmed.

The scheduling platform allows participating agencies to view visits within their respective service areas and opt in to receive email notifications when additional visits

are added. For access to the complete calendar or to request notifications for the upcoming school year, please contact the Public Affairs Department, Education & Workforce Development Division.

Attachments 2–4 outline participation progress to date for the elementary, middle, and high school programs, including student reach, teacher feedback, and additional program details. All MWDOC K–12 Choice School Programs include hands-on activities and pre- and post-program learning opportunities.

A snapshot of overall program performance is provided below. As we enter the second half of the school year, 10 agencies have fully allocated their budgets across one or more program grade bands (K–2, 3–5, 6–8, or 9–12).

FY 2025-2026 Student Counts to Date*

Grade Level	Students Seen	Students Scheduled	Total
K-2	8,796	5,090	13,886
3-5	2,403	9,001	11,404
6-8	1,170	1,966	3,136
9-12	10	0	10
Total	**12,379**	**16,057**	**28,436**

*Scheduled student #s are based on school registration at the time of booking.

FY 2025-2026 Sessions to Date

Grade Level	Sessions Completed	Sessions Scheduled	Total
K-2	46	25	71
3-5	54	128	182
6-8	48	67	115
9-12	1	0	1
Total	**149**	**220**	**369**

Next Steps

MWDOC staff and program contractors will continue coordinating with schools to schedule additional K–12 Choice School Program visits for the 2025–2026 school year and will update the shared calendar as new bookings occur. Staff will monitor participation levels and budget utilization closely and bring forward any additional overage requests as needed. Ongoing program evaluation, including teacher feedback and performance metrics, will inform future program planning and resource allocation.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

Attachments/Links:
Attachment 1: MWDOC Choice School Program Calendar of Visits (Jan.-Mar. 2026)
Attachment 2: MWDOC K-2 Choice Elementary School Program
Attachment 3: MWDOC 3-5 Choice Elementary School Program
Attachment 4: MWDOC 6-12 Choice Middle and High School Programs
Link 1: Attachment 2 – Educator comments from St. Edward's in South Coast Water District's service area https://tinyurl.com/K-2Video

Calendars

- City of Anaheim
- City of Brea
- City of Buena Park
- City of Fountain Valley
- City of Fullerton
- City of Garden Grove
- City of Huntington Beach
- City of La Habra
- City of Orange
- City of San Clemente
- City of Santa Ana
- City of Seal Beach
- City of Tustin
- City of Westminster
- East Orange County Wate...
- El Toro Water District
- Irvine Ranch Water District
- Moulton Niguel Water Dist...
- Santa Margarita Water Dis...
- Serrano Water District
- South Coast Water District
- Trabuco Canyon Water Di...
- Yorba Linda Water District

January 2026

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	Dec 28, 2025	29	30	31	Jan 1	2	3
2	4	5	6 Diamond School (3- Edison School (3-5) MacArthur Fundam	7 Excelsior School (3- Golden View Eleme	8 Golden View Schoo Hawes Elementary Arbolita Elementary Davis School (6-8)	9 Brookhurst School (Arroyo Vista K-8 Sc	10
3	11	12 Grace Christian Sch Grace Christian Sch	13 Christ Lutheran Sch Warner Middle Scho	14 Kinetic Academy (K Kennedy School (3- Esencia School (3-5	15 Marshall School (3-	16 Cook School (3-5) Cook School (6-8)	17
4	18	19	20 Sierra Vista School	21 Kinetic Academy (3-	22 Mesa View Middle S Taft Elementary (K-	23 Mesa View Middle S Ladera Palma Scho	24
5	25	26 Hidden Hills Elemer	27 Smith School (3-5)	28 College View (3-5)	29	30 Anaheim Hills Elem Thomas Paine Elen	31

Calendars

- City of Anaheim
- City of Brea
- City of Buena Park
- City of Fountain Valley
- City of Fullerton
- City of Garden Grove
- City of Huntington Beach
- City of La Habra
- City of Orange
- City of San Clemente
- City of Santa Ana
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- El Toro Water District
- Irvine Ranch Water District
- Moulton Niguel Water Dist...
- Santa Margarita Water Dis...
- Serrano Water District
- South Coast Water District
- Trabuco Canyon Water Di...
- Yorba Linda Water District

Today

February 2026

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
6	Feb 1, 2026	2 Maxwell School (3-	3	4	5 Martin School (3-5)	6	7
7	8	9	10 Ladera Palma Scho	11 Plavan Elementary Shorecliffs Middle S Jackson School (3-	12 Orange Grove Scho	13 Gilbert School (3-5) Gates School (3-5)	14
8	15	16	17	18	19 Las Flores K-8 (3-5	20 California School (3	21
9	22	23 Brea Country Hills S Villa Park School (3	24	25 Oak View School (3	26 Glen Yermo School	27 Thorpe Fundament Viejo School (3-5)	28

Calendars

- City of Anaheim
- City of Brea
- City of Buena Park
- City of Fountain Valley
- City of Fullerton
- City of Garden Grove
- City of Huntington Beach
- City of La Habra
- City of Orange
- City of San Clemente
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- El Toro Water District
- Irvine Ranch Water District
- Moulton Niguel Water Dist...
- Santa Margarita Water Dis...
- Serrano Water District
- South Coast Water District
- Trabuco Canyon Water Di...
- Yorba Linda Water District

Today

March 2026

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
10	Mar 1, 2026	2 Gilbert School (3-5)	3	4	5 Harbour View Scho	6 Brea Country Hills S	7
11	8	9	10 Hope View School (Don Juan Avila Sch	11 Meairs School (3-5) Peters 4-6 School (	12 Lampson School (3	13 Oka School (3-5)	14
12	15	16	17	18	19	20 Fryberger School (3	21
13	22	23 Olinda School (3-5) Courreges School (Red Hill School (3-5	24 Sierra Vista School	25	26 Montevideo School Travis Ranch Middl	27 Hermosa Dr Schoo Ivy Crest Montesso Linda Vista School	28
14	29	30 Parkview School (3	31 Price School (3-5) El Cerrito School (3 Lakeview School (3	Apr 1	2	3 Rose Drive School	4

Attachment 2
MWDOC K-2 Choice Elementary School Program

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 2025-2026 school year.

- **In-person presentations hosted:** 46
- **Virtual presentations hosted:** 0
- **Total number of students seen:** 8,796
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Brea, City of Buena Park, El Toro Water District, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, City of Orange, City of Santa Ana, Santa Margarita Water District, South Coast 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 2025-2026 school year.

- **In-person presentations scheduled:** 25
- **Virtual presentations scheduled:** 0
- **Total number of students expected:** 5,090
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, El Toro Water District, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of La Habra, Moulton Niguel Water District, City of Orange, City of San Clemente, City of Santa Ana, Santa Margarita Water District, City of Westminster

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

An educator's comments following a presentation of "H2O, Where Did You Go?" on November 13, 2025, at St. Edward School in South Coast Water District's service area: https://drive.google.com/file/d/1ORMrNggH_PTGUBUT--vsKiQfFDuIfrge/view?usp=sharing

Attachment 3
MWDOC 3-5 Choice Elementary School Program

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 2025-2026 school year.

- **In-person presentations hosted:** 54
- **Virtual presentations hosted:**
- **Total number of students seen:** 2,403
- **Presentations have been completed in the following service areas:** City of Anaheim, City of Brea, City of Fountain Valley, City of Fullerton, City of Garden Grove, Moulton Niguel Water District, City of Orange, City of Santa Ana, 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 2025-2026 school year.

- **In-person presentations scheduled:** 128
- **Virtual presentations scheduled:**
- **Total number of students expected:** 9,001
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, City of Brea, El Toro Water District, City of Garden Grove, City of Huntington Beach, City of La Habra, City of San Clemente, City of Santa Ana, Santa Margarita Water District, City of Westminster, Yorba Linda Water District

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

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

- One (1) school in the City of Anaheim
- Two (2) schools in the City of Brea

- One (1) school in the City of Garden Grove
- Two (2) schools in the City of Santa Ana
- One (1) school in the City of Tustin

PHOTOS AND QUOTES:

"I felt that my students really enjoyed the interactive presentation and it taught them a good lesson, which I hope they continue to use less water." *-4th Grade Teacher in the City of Anaheim's service area*

"I like how you provided hands-on activities for the students so they were all engaged." *-5th Grade Teacher in the City of Huntington Beach's service area*

"Great presenter, perfect amount of time, excellent program. Thank you for sharing with our Title 1 school." *-5th Grade Teacher in the Moulton Niguel Water District's service area*

"Our presenter was amazing! [The program] fit in perfectly with our weather unit in science." *-3rd Grade Teacher in the Yorba Linda Water District*









5th grade students at Star View School in the City of Huntington Beach's service area

Attachment 4
MWDOC 6-12 Choice Middle and High School Programs

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 2025-2026 school year.

Middle School Program (grades 6-8)

- **In-person presentations hosted:** 48
- **Virtual presentations hosted:**
- **Total number of students seen:** 1,170
- **Presentations have been completed in the following service areas:** City of Brea, City of Fullerton, City of Garden Grove, City of La Habra, City of Santa Ana, Trabuco Canyon Water District, City of Tustin

High School Program (grades 9-12)

- **In-person presentations hosted: 1**
- **Virtual presentations hosted:**
- **Total number of students seen: 10**
- **Presentations have been completed in the following service areas:** City of La Habra

SCHEDULED PARTICIPATION TO DATE:

Totals reflect the number of presentations currently *scheduled* and students expected to participate in the upcoming months of the 2025-2026 school year.

Middle School Program (grades 6-8)

- **In-person presentations scheduled:** 67
- **Virtual presentations scheduled:**
- **Total number of students expected:** 1,966
- **Upcoming presentations have been scheduled in the following service areas:** City of Anaheim, City of Brea, El Toro Water District, City of Garden Grove, City of Huntington Beach, City of La Habra, City of San Clemente, City of Santa Ana, Santa Margarita Water District, City of Westminster, Yorba Linda Water District

High School Program (grades 9-12)

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

ADDITIONAL PROGRAM DETAILS AND MEASUREMENTS:

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

- Three (3) schools in the City of Anaheim
- One (1) school in the City of Fullerton
- Two (2) schools in the City of Huntington Beach
- Two (2) schools in the Moulton Niguel Water District
- One (1) school in the City of Santa Ana

PHOTOS AND QUOTES:

"The hands-on component where students felt they were part of trying to figure out solutions… provided a better understanding of where water comes from." *-6th Grade Teacher from the City of Brea*

"Bringing programs to schools, particularly those with a high population of at-risk students, makes their educational experience much richer. With programs like these, students can be inspired to become more educated, involved citizens." *-6th Grade Teacher in the City of Tustin*

"This is a fun, interactive program. Please continue it." *-6th Grade Teacher in the City of Santa Ana*



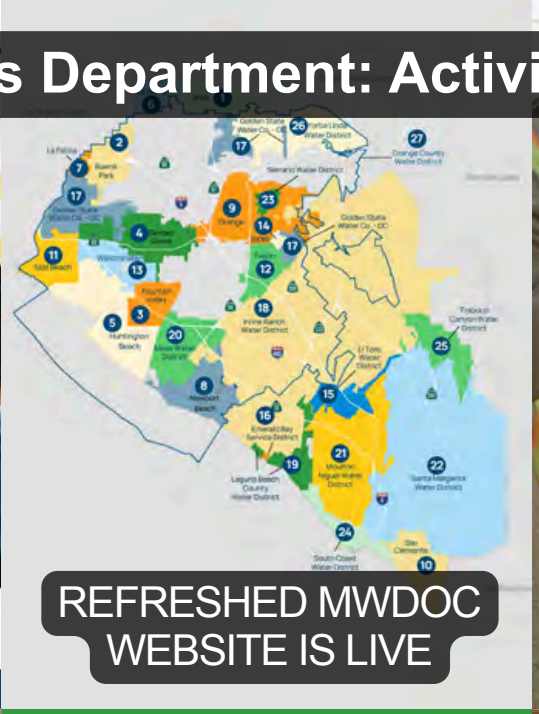



7th grade students at South Junior High School in the City of Anaheim's service area

Public Affairs Department: Activity Highlights



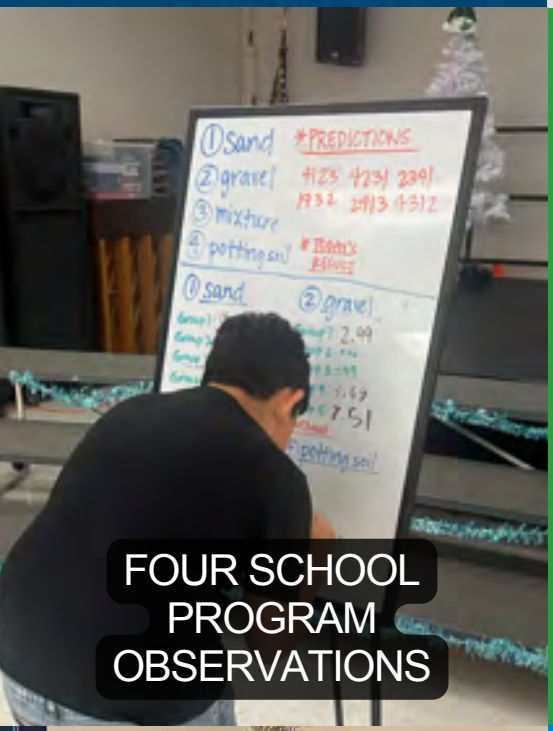
WEEA LEADERSHIP ROUNDTABLE
JAN. 27 | Register at:
https://tinyurl.com/WEEA0127



REFRESHED MWDOC WEBSITE IS LIVE



WATER LOSS CONTROL ASMR VIDEO BY MET
https://tinyurl.com/yvspebk9



FOUR SCHOOL PROGRAM OBSERVATIONS

NEWS RELEASES:

- Director Dick Closes Chapter as MET representative
- Director Crane Sworn In at MET
- New MWDOC Board: President Dick & VP Thomas



ACWA FALL CONFERENCE: STUDENT-SPONSORED PARTICIPATION



DIGITAL HOLIDAY CARD SENT TO PUBLIC AFFAIRS WORKGROUP



DEC. ECURRENTS 4,497 EMAIL OPENS
https://conta.cc/4otLsH2



4.69% SOCIAL MEDIA ENGAGEMENT RATE
A Good Rate is 1-5%

ENGINEERING & PLANNING	
Orange County Water Demand Forecast Project and 2025 Urban Water Management Plan	Hazen & Sawyer has completed the demand forecasting model for all agencies. The Technical Memorandum documenting methodology, assumptions, and findings is in final review. The Department of Water Resources (DWR) released the Draft 2025 Urban Water Management Plan (UWMP) Guidebook on November 17, 2025. There are no changes to the Water Code, which translates to only minor updates to the UWMP Guidebook. The Final Guidebook is expected to be released in early 2026. The due date for the UWMPs remains July 1, 2026. Metropolitan held a UWMP Coordination Meeting on November 14, 2025 and released their Member Agency Review Draft 2025 UWMP in December. Carollo Engineers (Carollo) has completed the majority of data collection and, as a result, the DWR-required UWMP Tables. The development of draft 2025 UWMPs for MWDOC and Participating Agencies is progressing on schedule.
MWDOC Geographic Information Systems (GIS) Implementation	A Request for Proposal (RFP) to invite qualified and experienced consulting firms to submit a proposal to assist with the Year 1 implementation of a MWDOC GIS system was released on November 21, 2025 and proposals are due January 20, 2026. MWDOC staff will provide recommendations for the consultant contract award to the Board in March 2026.
Upcoming Metropolitan Shutdowns	Metropolitan has scheduled three shutdowns in the Fall/Winter 2025 and Spring 2026 timeframe with impacts to Orange County. The schedules remain unchanged from last month, including • Lake Mathews Shutdown (November 3-13, 2025) – Junction shaft gate maintenance and survey work to complete work that was started in July 2025. The shutdown was a success. • Diemer Water Treatment Plant Shutdown (March 2-8, 2026) – Installation of backup chlorine feed lines, diffusers, and additional sampling lines to provide additional redundancy. • Irvine Cross Feeder Shutdown (April 8-10, 2026) – Pre-stressed Concrete Cylinder Pipe (PCCP) inspection.

DECEMBER 2025

INCIDENTS/EVENTS

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

Cyber Impact (1 Agency)

WEROC MEMBER AGENCY PLANNING, COORDINATION AND PROGRAM EFFORTS

America's Water Infrastructure Act (AWIA) Compliance

In December, Herndon Solutions Group (HSG) scheduled and conducted the 11 required kickoff meetings with Tier 2 agencies to initiate their Emergency Response Plan (ERP) revisions. The WEROC team participated in all meetings to provide direct support and coordination assistance to member agencies.

One agency has indicated its intent to increase its level of effort to a major revision. Upon receipt of the formal change request by WEROC, along with the corresponding letter of effort modification from HSG, a contract change order will be processed.

All Tier 2 agencies are on track to achieve compliance with the December 31, 2025, deadline for Risk and Resilience Assessment (RRA) certification submission to the U.S. Environmental Protection Agency (EPA).

Janine continues to provide ongoing project coordination support to the WEROC Director, including participation in the MWDOC AWIA monthly progress meetings with HSG and attendance at multiple agency-specific coordination meetings.

WEROC Mobile Command Vehicle

Gabby is currently conducting hands-on orientation for new WEROC staff on the Mobile Command Vehicle (MCV), including vehicle familiarization, safe driving practices, maneuvering, and basic operational considerations. This training supports continuity of operations and ensures multiple staff are capable of deploying and operating the MCV as needed during incidents, exercises, and planned events.

The Mobile Command Vehicle storage and deployment agreement with El Toro Water District is currently in the final signature process.

WEROC Personnel Update

The WEROC team is currently undergoing a planned staffing transition to support continuity of operations and long-term program sustainability. Two new WEROC staff members have recently joined the organization and have been formally introduced to the Board.

Gabby will be departing the WEROC team in January. In the interim, Janine and Gabby are actively focused on onboarding the new staff, including providing detailed orientation to their assigned project areas, ongoing initiatives, and key partner relationships to ensure a smooth transition and continuity of service to member agencies.

Janine is scheduled to retire in March 2026, and succession planning efforts are well underway to support knowledge transfer and operational readiness. The Director of Emergency Management is very pleased with the new team members and remains fully supportive of the transition, expressing strong confidence in the team's ability to continue delivering high-quality regional emergency management services.

WEROC Presentations, Training and Exercises

Training Delivered in December:

- Orange County Health Care Agency (OCHCA): ICS 400 – December 3–4, 2025 (Instructor: Vicki Osborn)
- Gabby supported MWDOC employees with completion of required online ICS training

Scheduled Training and Exercises for Member and Partner Agencies in January:

- El Toro Water District (ETWD): Earthquake Tabletop Exercise (TTX) – January 20, 2026 (Exercise Director and Facilitator: Vicki Osborn)
- WEROC: SAP Training – January 20, 2026 (Facility location: Buena Park)

WEROC Regional Fuel Planning Project

Vicki, Janine, and Thevin met with the contractor supporting the WEROC Regional Fuel Planning Project to review the project approach, timeline, and next steps. Discussion focused on initial review of member agency survey results and early development of the project scope of work to support release of a Request for Proposals (RFP) in early 2026.

WEROC will also begin development of a regional fuel planning toolkit in collaboration with member agencies.

Vicki will provide a project status update to the Board at the January Planning & Operations (P&O) Committee meeting.

Operational Area, State and Federal Activities & Meetings

December 4: Orange County Emergency Management Organization
Gabby, Janine, and Thevin attended the December Orange County Emergency Management Organization (OCEMO) monthly meeting and end-of-year luncheon. Participation in this meeting reinforced coordination with Operational Area partners and provided an opportunity to highlight WEROC's ongoing support of overall emergency planning efforts, including regional coordination, information sharing, training and exercise support, and integration of water and wastewater considerations into Operational Area planning initiatives.

December 12: CalWARN and CUEA Partnership Meeting
On December 12, leadership from the California Utilities Emergency Association (CUEA) and CalWARN participated in a partnership coordination meeting to continue discussions on alignment opportunities, governance considerations, and the long-term sustainability of statewide water and wastewater emergency response coordination. The meeting focused on strengthening collaboration, preserving CalWARN's identity and mission, and identifying pathways to enhance member value, operational readiness, and mutual aid coordination across California.

December 19: National WARN Meeting
Vicki attended the National Water/Wastewater Agency Response Network (WARN) meeting, where participants discussed nationwide mutual aid coordination, emerging response trends, lessons learned from recent incidents, and opportunities to strengthen inter-state collaboration. The meeting provided valuable insight to support continued alignment of CalWARN activities with national best practices and evolving emergency response frameworks.

Status of Water Use Efficiency Projects
December 2025

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
SoCal Water$mart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 97 high-efficiency clothes washers and 6 residential premium high-efficiency toilets were installed in Orange County. To date, 131,556 high-efficiency clothes washers and 62,016 high-efficiency toilets have been installed through this program.
SoCal Water$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 1 ice making machine was installed in Orange County. To date, 119,830 commercial devices have been installed through this program.
Flow-Monitoring Device Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 15 flow-monitoring devices were installed in Orange County. To date, 1,060 flow-monitoring devices have been installed through this program. More than 3,300 verified flow-monitoring devices have been installed in Orange County; however, not all were installed via the rebate program.
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 80 residential and 13 commercial smart timers were installed in Orange County. To date, 36,213 smart timers have been installed through this program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 148 rotating nozzles were installed in Orange County. To date, 586,512 rotating nozzles have been installed through this program.
Rain Barrel Rebate Program	MWDSC	Ongoing	Ongoing	In November 2025, 0 rain barrels were installed in Orange County. To date, 9,077 rain barrels have been installed through this program.
Turf Replacement Program	MWDOC	Ongoing	Ongoing	In November 2025, 20 rebates were paid, representing $629,568.21 in rebates paid this month in Orange County. To date, the Turf Replacement Program has removed approximately 30.5 million square feet of turf.
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	In November 2025, 18 rebates were paid, representing $105,949.29 in rebates paid this month in Orange County. To date, the Spray to Drip Program has converted approximately 6.0 million square feet of standard spray irrigation to drip irrigation.
Tree Rebate Program	MWDOC	Ongoing	Ongoing	In November 2025, 38 eligible trees were planted in Turf Replacement Program project areas. To date, 461 trees have been planted through this program.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Landscape Design Rebate Program	MWDOC	Ongoing	Ongoing	In November 2025, 3 landscape designs received a rebate through the MWDOC Turf Replacement Program. To date, a total of 1,184 landscape design and/or landscape maintenance packages have been delivered to MWDOC Turf Replacement 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. Total water savings to date for the entire program is 1,286 AFY and 11,569 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, 194 sites irrigating a total of 1,756 acres of landscape have been converted. The total potable water savings achieved by these projects is 3,901 AFY and 33,138 AF cumulatively.

Member Agency Support	Public Affairs Staff: • Supported the Engineering team with the review of the Consumer Confidence Report Technical Assistance proposals • Filmed "Happy Anniversary MWDOC" videos for Moulton Niguel Water District (MNWD) and City of Westminster
Community and Special Events	Public Affairs Staff: • Translated the Poster Contest flyer to Vietnamese and distributed it to the appropriate groups
Education Initiatives	**General Education** Public Affairs Staff: • Participated in the California Environmental Literacy Initiative Community of Practice workgroup meeting • Attended a California Association of Public Information Officials webinar on crafting culturally authentic messages and engaging Spanish-speaking communities • Met with the Water Education Foundation Project WET and the MNWD to discuss logistics for a regional teacher training • Participated in a water course curriculum advisory meeting for Villa Park High School • Met with Orange County Department of Education's Inside the Outdoors (ITO) to explore opportunities to integrate career connections into existing programs and identify additional ways to support MWDOC education initiatives **MWDOC K-12 Choice School Programs** Public Affairs Staff: • Completed the MWDOC K-12 Choice School Program RFP Draft o Actively attending in-person MWDOC K-12 Choice School Program sessions to help inform the RFP process • Attended a K-2 school program session with Santa Margarita Water District's new staff • Provided school program information to Santa Margarita Water District to inform their Urban Water Management Plan update • Met with ITO to review MWDOC 3-12 Choice School Program progress and identify strategies to increase participation **Water Energy Education Alliance (WEEA)** Public Affairs Staff: • Attended the Association of California Water Agencies (ACWA) fall conference and partnered with the ACWA Foundation to support sponsored student attendance. The effort included securing nine college students, including two MWDOC interns, hosting a lunch with industry mentors, and gathering post-conference feedback. • Met with the Linda Vista Innovation Center to gather expert input on an interactive, hands-on activity under development centered on careers • Met with Department of Water Resources and Valley Water to discuss opportunities for collaboration on workforce development efforts

	• Provided a WEEA overview to California State University (CSU)-WATER (Water Advocacy Towards Education and Research) faculty o Met with a student researcher with CSU-WATER SOURCE (Student Outreach Unit for Research & Career Education) to gather insight on student perspectives on water career outreach and activities • Met with and confirmed a two-part WEEA Leadership Roundtable series with Water UCI researchers and WEEA sponsors. Prepared and emailed invitations. • Met with Tomorrow's Talent and East Valley Water to discuss logistics for an Inland Empire water workforce summit • Met with The Metropolitan Water District of Southern California (Metropolitan) to identify speakers for a May/June 2026 WEEA Leadership Roundtable meeting focused on workforce development funding • Met with Metropolitan to discuss participation as a panelist for the spring CSU-WATER conference • Met with CalDesal and Mesa Water to discuss potential collaboration and student project support through WEEA • Provided industry contact information to Inland Empire Utilities Agency for a survey in their region to evaluate regional partnerships with organizations that guarantee job placements • Continued work with Orange Unified School District to create assets promoting the Villa Park High School Career Technical Education course launching in fall 2026 • Continued to support California State University, Irvine PhD student's dissertation project, including offering input on survey questions and providing industry survey respondents actively engaged in workforce development • WEEA's LinkedIn post reach during this period: 1,224

Digital Communications, Publications, and Media Engagement	Public Affairs Staff:
	• Prepared and distributed the December issue of eCurrents
	  o Open Rate 51% (industry standard 28%)
	  o 4,497 Opens
	• Launched the refreshed MWDOC.com website, which includes an interactive member agency map, an embedded Power BI interface highlighting Current Water Supply Conditions, and several embedded videos, among other items.
	• Collaborated with Metropolitan for an ASMR video on the Water Loss Control team
	• Developed and distributed social media content across all MWDOC social media channels
	• Prepared and sent news releases:
	  o New MWDOC Board Leadership: Larry Dick Elected President, Jeff Thomas to Continue as Vice President
	  o MWDOC Director Randall Crane Sworn In as Orange County Representative to Metropolitan
	• Filmed for MWDOC's 75th Anniversary video series with Hashtag Pinpoint

Special Projects	Public Affairs Staff: • Prepared and sent the second invitation for the upcoming Water Policy Forum & Dinner, featuring Shivaji Deshmukh, the General Manager of The Metropolitan Water District of Southern California on January 26, 2026. • Participated in California Association of Public Information Officials (CAPIO) webinar titled *Beyond Translation: Crafting Culturally Authentic Messaging that Resonates with Spanish-Speaking Communities*

	Governmental Affairs Staff: • Drafted the ISDOC Executive Committee meeting agenda and edited the minutes • Drafted edits to the ISDOC bylaws, a ballot, and a summary memo to all members for circulation in early January • Staffed the ISDOC Executive Committee meeting • Drafted and circulated the WACO Planning meeting agenda • Staffed the regular WACO meeting featuring guest speaker Erik Ekdahl from the State Resources Control Board • Staffed the WACO Planning meeting
Outreach Metrics	Public Affairs Staff: • Google Performance Analytics (GM Report Timeframe) o 108 business profile interactions o 1,215 people viewed the business profile • Website Analytics (GM Report Timeframe) o 11,419 pageviews o Top pages for this date range ▪ Home Page – 2,147 ▪ Residential Rebates – 533 ▪ Board Meetings – 379 ▪ RFPs/RFQs – 368 ▪ Poster Awareness Contest – 316 ▪ Turf Replacement – 261 o ocwatersmartparks.com: 16 site sessions • ocwatersmartgardens.com Analytics (November 2025) 39,581 Sessions, 41,000 New Users o Top pages for this date range ▪ Plant Botanical Name ▪ Eligible Sustainability Feature Trees ▪ Helpful Plant List • Social Media (GM Report Timeframe) *According to Hootsuite, the global leader in social media management, a good engagement rate is between 1% and 5%.* For this period, MWDOC's engagement rate is 4.69% o 7,547 post reach (number of people) ▪ 354 Post engagement (actions taken – likes, shares, etc.)
Legislative Affairs	Governmental Affairs Staff: • Attended the ACWA Federal Affairs Water Supply Subcommittee meeting • Attended the ACWA Federal Affairs Drinking Water and Energy, and Infrastructure and Agriculture Subcommittee meetings • Attended the ACWA Fall Conference in San Diego • Attended the Colorado River Water Users Association conference in Las Vegas