REGULAR MEETING
OF THE BOARD OF DIRECTORS
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
18700 Ward Street, Boardroom, Fountain Valley, California
November 19, 2025, 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 (Boardroom). 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#**

AGENDA

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS
At this time, members of the public will be given an opportunity to address the Board concerning items within the subject matter jurisdiction of the Board. Members of the public may also address the Board about a particular Agenda item at the time it is considered by the Board and before action is taken. If the item is on the Consent Calendar, please inform the Board Secretary before action is taken on the Consent Calendar and the item will be removed for separate consideration.

The Board requests, but does not require, that members of the public who want to address the Board complete a voluntary "Request to be Heard" form available from the Board Secretary prior to the meeting.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED
Determine need and take action to agendize items(s) which arose subsequent to the posting of the Agenda. (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board members present, or, if less than two-thirds of the Board members are present, a unanimous vote of those members present.)

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

EMPLOYEE SERVICE AWARD

NEXT RESOLUTION NO. 2163

CONSENT CALENDAR (Items 1 to 8)
All matters under the Consent Calendar will be approved by one motion unless a Board member requests separate action on a specific item.

1. MINUTES

a. October 1, 2025 Workshop Board Meeting
b. October 6, 2025 Planning & Operations Committee Meeting
c. October 8, 2025 Administration & Finance Committee Meeting
d. October 15, 2025 Regular Board Meeting
e. October 16, 2025 Executive Committee Meeting
f. October 22, 2025 MWDOC/OCWD Joint Planning Committee

Recommendation: Approve as presented.

2. TREASURER'S REPORTS

a. MWDOC Revenue/Cash Receipt Register as of October 31, 2025
b. Disbursement Registers (October/November)

Recommendation: Ratify and approve as presented.

c. Summary of Cash and Investment and Portfolio Master Summary Report (Cash and Investment report) as of September 30, 2025
d. PARS Monthly Statement (OPEB Trust)

Recommendation: Receive and file as presented

3. FINANCIAL REPORT

a. Combined Financial Statements and Budget Comparative for the Period Ending September 30, 2025

Recommendation: Receive and file as presented.

4. AWARD OF CONTRACT FOR WATER LOSS CONTROL TECHNICAL ASSISTANCE

Recommendation: Staff recommends the Board of Directors authorize the General Manager to enter into a five-year professional services agreement with E Source Companies LLC., effective January 2026, in an amount not to exceed $2.25 million, to provide Choice-based Technical Assistance to Orange County retail water agencies for Water Loss Control regulation compliance, as well as Core-based work group support, regulatory review, and Technical Assistance to MWDOC.

5. UPDATE TO WATER LOSS CONTROL PARTICIPATION AGREEMENTS

Recommendation: Staff recommends the Board of Directors authorize the General Manager to execute updated Water Loss Control Participation Agreements with the MWDOC member agencies, City of Anaheim,

City of Fullerton, and City of Santa Ana to facilitate Water Loss Control and Shared Services.

6. WEROC FACILITY USE AGREEMENT WITH EL TORO WATER DISTRICT

Recommendation: Staff recommends that the Board of Directors authorize the General Manager to execute the WEROC Shared Facilities Use Agreement with El Toro Water District.

7. AWARD OF CONTRACT FOR FEDERAL ADVOCACY SERVICES

Recommendation: Staff recommends the Board of Directors award a 3-year contract, with the option to renew for two additional years, to Natural Resources Results (NRR) in an amount not to exceed $96,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide federal advocacy services and authorize the General Manager to execute the contract.

8. AWARD OF CONTRACT FOR STATE ADVOCACY SERVICES

Recommendation: Staff recommends the Board of Directors award a 3-year contract, with the option to renew for two additional years, to West Coast Advisors, in an amount not to exceed $102,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide state legislative advocacy services and authorize the General Manager to execute the contract.

End Consent Calendar

PRESENTATION ITEM

9. AGENCY SPOTLIGHT – CITY OF SEAL BEACH

Recommendation: Receive and file presentation.

ACTION ITEM

10. CONSIDERATION OF APPOINTMENT OF MWDOC-MET DIRECTOR

Recommendation: The President of the Board recommends the Board of Directors consider all candidates and adopt a resolution to appoint a new representative for MWDOC to the Board of Directors of Metropolitan Water District of Southern California.

INFORMATION CALENDAR (All matters under the Information Calendar will be Received/Filed as presented following any discussion that may occur)

11. GENERAL MANAGER'S REPORT, OCTOBER (ORAL AND WRITTEN)

Recommendation: Receive and file as presented.

12. MWDOC GENERAL INFORMATION ITEMS

a. Board of Directors - Reports re: Conferences and Meetings
b. Requests for Future Agenda Topics

Recommendation: Receive and file as presented.

ADJOURNMENT

Note: 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 contacting Angela Crespi, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County 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.

MINUTES OF THE WORKSHOP MEETING OF THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY BOARD OF DIRECTORS WITH MET DIRECTORS October 1, 2025, 8:30 a.m.

At 8:30 a.m., President McVicker called to order the Joint Workshop Board Meeting of the Municipal Water District of Orange County in Conference Room 101 at the District facilities located in Fountain Valley, as well as including attendance via the Zoom Webinar application. Director Crane led the Pledge of Allegiance and District Secretary Crespi called the roll.

MWDOC Directors
Al Nederhood
Larry Dick*
Karl W. Seckel*
Bob McVicker
Randall Crane
Jeffery M. Thomas (absent)
Megan Yoo Schneider

*Also MWDOC MET Directors

Other MWDOC MET Directors
Linda Ackerman
Dennis Erdman

Staff
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Charles Busslinger, Director of Engineering/ District Engineer
Heather Baez, Director of Government Affairs
Damon Micalizzi, Director of Public Affairs
Jennifer Wicks, Public Affairs Communications Manager
Rachel Davis, Water Loss Programs Manager
Kathy Pham, Assistant Board Secretary
Sarina Sriboonlue, Principal Engineer
Kevin Hostert, Senior Water Resources Analyst
Rachel Waite-Harvey, Water Use Efficiency Programs Supervisor
Joe Byrne, Legal Counsel

Also Present

Dick Ackerman	Ackerman Consulting
Jessica Neuwerth	Colorado River Board of California
Doug Davert	East Orange County Water District
David Youngblood	East Orange County Water District
Dennis Cafferty	El Toro Water District
Vu Chu	El Toro Water District
Mike Gaskins	El Toro Water District
Kathryn Freshley	El Toro Water District
Kay Havens	El Toro Water District
Mark Monin	El Toro Water District
Sherri Seitz	El Toro Water District
Doug Reinhart	Irvine Ranch Water District
Paul Weghorst	Irvine Ranch Water District
Jim Atkinson	Mesa Water District
James Fisler	Mesa Water District
Paul Shoenberger	Mesa Water District
Stacy Taylor	Mesa Water District
Albert Napoli	Metropolitan Water District of Southern California
Dick Fiore	Moulton Niguel Water District
Marina Lindsay	Moulton Niguel Water District
Laura Rocha	Moulton Niguel Water District

Garrett Durst	National Resources Results
Sara Tucker	National Resources Results
Lisa Ohlund	Ohlund Management & Technical Services
Alicia Dunkin	Orange County Water District
John Kennedy	Orange County Water District
Emily Novak	Orange County Water District
Chris Olsen	Orange County Water District
Dennis Davis	San Diego County Water Authority
Alexi Schnell	San Diego County Water Authority
Darren Simon	San Diego County Water Authority
Saundra Jacobs	Santa Margarita Water District
Greg Mills	Serrano Water District
Brad Reese	Serrano Water District
Syrus Devers	Syrus Devers Advocacy
Fernando Paludi	Trabuco Canyon Water District
Peter Whittingham	Whittingham Public Affairs Advisors
Brett Barbre	Yorba Linda Water District
Gene Hernandez	Yorba Linda Water District
Tom Lindsey	Yorba Linda Water District
Mark Toy	Yorba Linda Water District
Ken Vecchiarelli	Yorba Linda Water District
Chuck Gibson	

TELECONFERENCE SITES

Directors McVicker and Yoo Schneider participated via teleconference locations (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

President McVicker asked whether any members of the public wished to comment on agenda items.

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

President McVicker inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

District Secretary Crespi reported there were no items distributed to the Board less than 72 hours prior to the meeting.

NEXT RESOLUTION NO. 2162

PRESENTATION ITEM

1. COLORADO RIVER BOARD OF CALIFORNIA (PRESENTATION BY JESSICA NEUWERTH)

Director of Government Affairs Heather Baez and National Resource Results Sara Tucker introduced Colorado River Board of California Executive Director Jessica Neuwerth, who provided a presentation regarding the Colorado River Board of California, post-2026 guidelines, challenges facing the basin states deal, baseline transfers and 2023-2026 contributions, and next steps for the Colorado River Basin agreement.

The Board discussed whether Mexico is a part of the Lower Basin negotiations, the appointment of the next Commissioner of the U.S. Bureau of Reclamation, potential opportunities both within California and outside California for agriculture market investments Post 2026 Guidelines, groundwater challenges in Arizona, the adequacy of federal staffing and support, the possibility of litigation after Basin States agreement, unauthorized pumping in the lower basin, the 1988 Lower Colorado River project, conservation programs from upper basin and whether one or two states are more resistant to reaching an agreement.

The Board thanked Ms. Neuwerth for her presentation.

DISCUSSION ITEMS

2. LEGISLATIVE ACTIVITIES

a. Federal Legislative Report (NRR)

In addition to the report provided in the agenda packet, National Resource Results (NRR) Partner Garret Durst provided an overview of the Federal Legislative Report, highlighting the government shutdown, and the Bureau of Reclamation will continue working with limited resources and approval.

The Board thanked Mr. Durst for his report.

b. State Legislative Report (SDA)

Mr. Syrus Devers of Syrus Devers Advocacy provided an overview of the State Legislative Report, highlighting SB601 (Allen), how bills are being expedited, and that it takes about 10 days to get to the Governor’s desk. He also reported that in the end, there was no vote on the Delta Conveyance Project (DCP) trailer bill, which was expected, as it was not clear in the end that it was unlikely to pass this year. The Board discussed leadership and engagement as it pertains to the SB 496 (Hurtado) regarding a clearer exemption process for advanced cleaned fleets.

The Board thanked Mr. Devers for his report.

c. Legal and Regulatory Report (Ackerman)

Mr. Dick Ackerman of Ackerman Consulting provided an overview of the Legal and Regulatory Report, highlighting AB1146 (Papan).

The Board discussed the City of San Diego versus San Diego LAFCO and the sunken ships in the Delta.

The Board thanked Mr. Ackerman for his report.

d. County Legislative Report (Whittingham)

In addition to the report provided in the agenda packet, Mr. Peter Whittingham of Whittingham Public Affairs Advisors informed the Board that Dana Point's City Manager, Mike Killebrew, recently announced his retirement. He also reported that there are currently 10 charter cities in Orange County, many of which are member agencies. At this time, several other cities, including the cities of Fullerton and Fountain Valley, are considering becoming a charter city due to the increase in local control that it provides in policy areas such as housing law.

The Board thanked Mr. Whittingham for his report.

e. MWDOC Legislative Matrix
f. MET Legislative Matrix

The Board received and filed the reports.

3. QUESTIONS OR INPUT ON MET ISSUES FROM THE MEMBER AGENCIES/ MET DIRECTOR REPORTS REGARDING MET COMMITTEE PARTICIPATION

Director Ackerman provided an update on the California Department of Water Resources operations and maintenance report, infrastructure, Southern California Pure Water, and Colorado River negotiations.

Director Erdman informed the Board that the upcoming Engineering, Operations, and Technology Committee will include an amendment to the Capital Investment Plan (CIP) for fiscal years 2024-25 and 2025-26 to include invasive mussel mitigation and control at MET facilities, a contract to rehabilitate and improve a chemical feed facility at the Diemer Water Treatment Plant, appropriating an additional $30 million for projects identified in the CIP, Pure Water Southern California Quarterly Update, and treatment plant utilization and CIP strategy.

Director Seckel reported that the OC Grand Jury Trip went well and thanked staff for their efforts. He also provided an update on CAMP4W, Metropolitan's staffing gap assessment, and SDCWA availability and conservation savings.

Director Dick concurred with Director Seckel on the success of the OC Grand Jury Trip. He also expressed the importance of efficiency and the use of technology when assessing staffing levels.

INFORMATION ITEMS

4. MET ITEMS CRITICAL TO ORANGE COUNTY

a. MET's Finance and Rate Issue
b. MET's Water Supply Condition Update
c. MET's Water Quality Update
d. Colorado River Issues

e. Delta Conveyance Activities and State Water Project Issues

5. MET BOARD AGENDA DISCUSSION ITEMS

a. Summary regarding September MET Board Meeting
b. Review items of significance for MET Board Agenda

ADJOURNMENT

There being no further business, President McVicker adjourned the meeting at 10:35 a.m.

_____
Angela Crespi
District Secretary

MINUTES OF THE 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
October 6, 2025 – 8:30 a.m. to 9:23 a.m.

The meeting was in-person at the Municipal Water District of Orange County's Conference Room 101 and included attendance via the Zoom Webinar application.

P&O Committee
Karl W. Seckel, Chair
Megan Yoo Schneider
Larry Dick

MWDOC Directors
Al Nederhood
Bob McVicker (absent)
Randall Crane
Jeffery M. Thomas (arrived at 8:45 a.m.)

MWDOC MET Directors
Linda Ackerman (absent)
Dennis Erdman (absent)

Staff
Harvey De La Torre, General Manager
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Vicki Osborn, Dir. of Emergency Management/ WEROC
Charles Busslinger, Director of Engineering/ District Engineer
Heather Baez, Director of Government Affairs
Hilary Chumpitazi, Director of Finance/IT
Damon Micalizzi, Director of Public Affairs
Jennifer Wicks, Public Affairs Communications Manager
Tiffany Baca, Public Affairs Education & Workforce Manager
Rachel Davis, Water Loss Control Programs Manager
Kathy Pham, Assistant Board Secretary
Sarina Sriboonlue, Principal Engineer
Rachel Waite-Harvey, Water Use Efficiency Programs Supervisor

Also Present
Dick Ackerman, Ackerman Consulting
Dennis Cafferty, ETWD
Vu Chu, ETWD
Kathryn Freshley, ETWD
Mike Gaskins, ETWD
Kay Havens, ETWD
Wyatt McClean, ETWD
Mark Monin, ETWD
Doug Reinhart, IRWD
Peer Swan, IRWD
Paul Weghorst, IRWD
Donald Froelich, MNWD
Laura Rocha, MNWD
James Fisler, MWD
Jim Atkinson, MWD
Stacy Taylor, MWD
Alicia Dunkin, OCWD
John Kennedy, OCWD
Jennifer Lopez, SCWD
Laura Freese, SMWD
Jerry Villander, SWD
Michael Perea, TCWD
Karen Warner, TCWD
Brett Barbre, YLWD
Chuck Gibson

Chairperson Seckel called the meeting to order at 8:30 a.m.

ROLL CALL

District Secretary Crespi conducted a roll call attendance of the Planning & Operations Committee members. Committee members Director Seckel, Yoo Schneider, and Dick were present. Directors Nederhood and Crane were also present.

TELECONFERENCE SITE

Director Yoo Schneider participated via teleconference location (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

No items were distributed to the Board less than 72 hours prior to the meeting.

PRESENTATION ITEM

1. ORANGE COUNTY GRAND JURY TOUR RECAP

Assistant General Manager Melissa Baum-Haley introduced Director of Public Affairs Damon Micalizzi, who provided a recap of the Orange County Grand Jury Tour.

Following a brief discussion and question/answer period, the Board thanked Directors Dick, Seckel, and Crane, as well as staff, for organizing a successful tour.

General Manager Harvey De La Torre informed the Board that the purpose of the Orange County Grand Jury tour was to demonstrate the collaboration between MWDOC member agencies and staff at various levels.

Director Thomas arrived at 8:45 a.m.

ACTION ITEM

2. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS VACANCY – CALL FOR NOMINATIONS: SOUTHERN NETWORK SEAT C

Director of Government Affairs Heather Baez provided an overview of the topic.

Director Nederhood expressed his interest in being nominated for the open position.

Upon MOTION by Director Dick, seconded by Director Seckel, and carried (3-0), the Planning & Operations Committee recommended the Board of Directors direct staff to prepare a Board Resolution nominating Director Nederhood to the California Special Districts Association Board of Directors Southern Network Seat C by the following roll call vote:

AYES: Directors Seckel, Yoo Schneider, Dick
NOES: None
ABSTAIN: None
ABSENT: None

INFORMATION ITEMS

3. OC WATER SUMMIT RECAP

The Board discussed the success of the OC Water Summit including the interesting panel topics and the shared cost agreement to host the summit. The Board thanked Director Thomas for co-chairing the event, which is in its 16th year.

4. 2025 URBAN WATER MANAGEMENT PLAN (UWMP) STATUS UPDATE

Principal Engineer Sarina Sriboonlue provided a presentation highlighting an overview of the UWMP, new requirements, shared services and benefits with member agencies and MET-member agencies, and the project timeline. The project has record participation of 23 agencies.

The Board discussed why the California Department of Water Resources is interested in passive conservation savings and quantitative and qualitative descriptions for the UWMP. The Board also discussed projections based on demographics and conservation trends, the use of an econometric approach, the cost of water and demand, compliance with state mandates, and Making Conservation a California Way of Life.

5. QUARTERLY MWDOC K-12 CHOICE SCHOOL PROGRAMS UPDATE

6. PUBLIC AFFAIRS HIGHLIGHTS

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

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

ADJOURNMENT

There being no further business, Chairperson Seckel adjourned the meeting at 9:23 a.m.

_____
Angela Crespi
District Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
ADMINISTRATION & FINANCE COMMITTEE
October 8, 2025 – 8:30 a.m. to 10:44 a.m.

The meeting was in-person at the Municipal Water District of Orange County's Conference Room 101 and included attendance via the Zoom Webinar application.

A&F Committee
Randall Crane, Chair
Jeffery M. Thomas
Al Nederhood

MWDOC Directors
Larry Dick
Karl W. Seckel
Bob McVicker
Megan Yoo Schneider

MWDOC MET Directors
Linda Ackerman
Dennis Erdman

Staff
Harvey De La Torre, General Manager
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Heather Baez, Director of Government Affairs
Hilary Chumpitazi, Director of Finance/IT
Cathy Harris, Director of Human Resources and Administration
Damon Micalizzi, Director of Public Affairs
Jennifer Wicks, Public Affairs Communications Manager
Rachel Davis, Water Loss Control Programs Manager
Kathy Pham, Assistant Board Secretary
Sarina Sriboonlue, Principal Engineer
Rachel Waite-Harvey, Water Use Efficiency Programs Supervisor

Also Present
Dick Ackerman, Ackerman Consulting
Madhav Mitruka, Consultadd Public Services
Paul Jones, Dopudja & Wells
Dennis Cafferty, ETWD
Mike Gaskins, ETWD
Kay Havens, ETWD
Wyatt McClean, ETWD
Mark Monin, ETWD
Doug Reinhart, IRWD
Peer Swan, IRWD
Paul Weghorst, IRWD
Keith Van Der Maaten, LBCWD
Jonathan Cruz, MNWD
Donald Froelich, MNWD
Sherry Wanninger, MNWD
Jim Atkinson, MWD
Stacy Taylor, MWD
John Kennedy, OCWD
Ashley Baires, PARS
Keith Stribling, PFM Asset Management
Greg Mills, SWD
Brad Reese, SWD
John Horst, TCWD
Fernando Paludi, TCWD
Michael Perea, TCWD
Brett Barbre, YLWD
Chuck Gibson

Chairperson Crane called the meeting to order at 8:30 a.m.

ROLL CALL

District Secretary Crespi conducted a roll call attendance of the Administration & Finance Committee members. Committee members Directors Crane, Thomas, and Nederhood were present. Directors Dick, Seckel, McVicker, and Yoo Schneider were also present.

TELECONFERENCE SITES

Directors McVicker and Yoo Schneider participated via teleconference locations (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

No items were distributed to the Board less than 72 hours prior to the meeting.

PROPOSED BOARD CONSENT CALENDAR ITEMS

Director Thomas pulled Item 1 for discussion.

1. TREASURER'S REPORT
    a. Revenue/Cash Receipt Report – September 2025
    b. Disbursement Approval Report for the month of October 2025
    c. Disbursement Ratification Report for the month of September 2025
    d. GM Approved Disbursement Report for the month of September 2025
    e. Consolidated Summary of Cash and Investment – August 2025
    f. OPEB and Pension Trust Fund statement

2. FINANCIAL REPORT
    a. Combined Financial Statements and Budget Comparative for the Period Ending August 31, 2025

Director Thomas inquired about the Negotiable Certificate of Deposit to the State Bank of India and Magyar Bank on page 22 of the Long-Term Portfolio Details – Investment. Staff provided clarification regarding the banks.

Upon MOTION by Director Nederhood, seconded by Director Crane, and carried (3-0), the Administration & Finance Committee recommended the Board of Directors receive and file Proposed Board Consent Calendar Items 1 – 2 as presented by the following roll call vote:

AYES: Directors Crane, Thomas, and Nederhood
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATION ITEM

3. OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST AND PENSION RATE STABILIZATION PROGRAM (PRESENTATION BY PARS)

Director of Finance/IT Hilary Chumpitazi provided an overview of the topic and introduced Public Agency Retirement Services (PARS) Client Services Coordinator Ashley Baires, who proceeded with a presentation highlighting the PARS 115 Trust team, PARS Section 115 Combination Trust, OPEB Plan, OPEB actuarial results, OPEB Plan total returns, pension plan summary, and pension funding status.

The Board discussed the District's funding ratio, unfunded liability, potential adjustments to both unfunded and funded liabilities, flexibility of the 115 Trust, and the investment strategy and associated risks.

General Manager Harvey De La Torre informed the Board that the District is no longer contributing to the OPEB Trust due to its funding status. However, the District continues to make contributions to the pension-related trust.

Ms. Baires introduced PFM Asset Management Senior Portfolio Manager Keith Stribling, who presented on asset allocation and performance, equity strategies, economic and corporate factors, and investment strategy.

The Board discussed how the Federal government shutdown has affected the market and interest rates.

The Board thanked Ms. Ashley Baires and Mr. Keith Stribling for their presentation.

DISCUSSION ITEM

4. BIENNIAL BUDGET FRAMEWORK AND APPROACH

General Manager Harvey De La Torre provided an overview of the topic and introduced Assistant General Manager Melissa Baum-Haley, who presented on the development and implementation of a biennial budget for the District. The presentation highlighted the framework and approach, feasibility, operational benefits (limited revenue variations, technical and resource considerations, longer-term planning), key financial assumptions (Consumer Price Index (CPI) projections, second-year Core Expense Escalation, MWDOC Water Sales forecast), and timing considerations for Choice/Share-Services and WEROC.

The Board and staff discussed the timing of a biennial budget and the driving factors for considering a transition at this time, including a transition to a new financial system and aligning with the MET budget cycle. The Board inquired whether the Anderson forecast, or CPI, provides

a more accurate assumption for the budget's second year, along with projections for the Choice programs and their impact on the overall budget. It was noted that WEROC participating agencies will determine whether the WEROC budget will be annual or biennial if the MWDOC budget is transitioned to a biennial cycle. The Board discussed whether transitioning to a biennial budget would improve staff efficiency, reduce workload, and enhance productivity. Staff agreed that such benefits would result from a biennial budget.

The Administration & Finance Committee directed staff to present this item for action at its October 15, 2025, Regular Board meeting with a staff recommendation.

ACTION ITEMS

5. AWARD OF CONTRACT FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM ARCHITECTURE AND CONFIGURATION

Financial Analyst/Database Analyst Steven Hung provided an overview of the topic and the competitive selection process.

The Board discussed the long-term viability of the Enterprise Resource Planning (ERP) system, including training and support for the transition and implementation, as well as the costs associated with various system components.

Motion by Director Nederhood, seconded by Director Thomas, and carried (3-0), the Administration & Finance Committee recommended the Board of Directors award a contract to Consultadd Public Services for an amount not to exceed $53,200 to provide ERP system architecture and configuration, and authorized the General Manager to execute the contract by the following roll call vote:

AYES: Directors Crane, Thomas, and Nederhood
NOES: None
ABSTAIN: None
ABSENT: None

6. FY 2025-26 CHOICE PROGRAMS BUDGET RECONCILIATION

Assistant General Manager Melissa Baum-Haley provided an overview of the topic and explained the reconciliation of changes in expenditure from the approved Choice programs budget.

Motion by Director Thomas, seconded by Director Nederhood, and carried (3-0), the Administration & Finance Committee recommended the Board of Directors approve the MWDOC Annual Budget for Fiscal Year 2025-26 with the final Choice Programs Budget reconciliation by the following roll call vote:

AYES: Directors Crane, Thomas, and Nederhood
NOES: None
ABSTAIN: None
ABSENT: None

7. 2026 HEALTH SAVINGS ACCOUNT CONTRIBUTIONS

Motion by Director Thomas, seconded by Director Nederhood, and carried (3-0), the Administration & Finance Committee recommended the Board of Directors approve an increase to the District's annual Health Savings Account contribution amounts, made by the District, to the Kaiser and Anthem Consumer Driven Health Plans for the 2026 plan year as follows:

	Employee Only	2-party	Family
Kaiser	$1,700	$3,400	$3,400
Anthem	$1,500	$3,000	$2,800

by the following roll call vote:

AYES: Directors Crane, Thomas, and Nederhood
NOES: None
ABSTAIN: None
ABSENT: None

INFORMATION ITEMS

8. FY 2024-25 INDIVIDUAL CHARGES DISCLOSURE REPORT

9. IT AGREEMENT WITH GOVCONNECTION, INC. FOR INFRASTRUCTURE MODERNIZATION

General Manager Harvey De La Torre recognized IT System Analyst II David Anderson for consistently identifying necessary enhancements and transitions that improve the District's IT system while also achieving cost savings.

10. CALPERS ANNUAL VALUATION REPORT AS OF JUNE 30, 2024

11. OPEB ACTUARIAL REPORT AS OF JUNE 30, 2025

12. DEPARTMENT ACTIVITIES REPORTS
    a. Administration
    b. Finance and Information Technology

13. MONTHLY WATER USAGE DATA AND WATER SUPPLY INFORMATION

Director Seckel informed the Board that the Colorado River's snow water equivalent is below average, and runoff levels are significantly lower, which could potentially trigger litigation between the Upper and Lower Basins.

OTHER ITEMS

14. REVIEW ISSUES REGARDING DISTRICT ORGANIZATION, PERSONNEL MATTERS, EMPLOYEE BENEFITS FINANCE, AND INSURANCE

Director Seckel inquired about the DWR Annual Water Supply and Demand Assessment and

requested that it be agendized as an information item annually.

ADJOURNMENT

There being no further business, Chairperson Crane adjourned the meeting at 10:44 a.m.

_____
Angela Crespi
District Secretary

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
October 15, 2025

At 8:30 a.m., President McVicker called to order the Regular Meeting of the Municipal Water District of Orange County in the Boardroom at the District facilities located in Fountain Valley, as well as including attendance via the Zoom Webinar application. Following a moment of silence, Director Dick led the Pledge of Allegiance, and District Secretary Crespi called the roll.

MWDOC Directors
Al Nederhood
Larry Dick*
Karl W. Seckel*
Bob McVicker
Randall Crane
Jeffery M. Thomas (arrived at 8:36 a.m.)
Megan Yoo Schneider

*Also MWDOC MET Directors

Other MWDOC MET Directors
Linda Ackerman (absent)
Dennis Erdman

Staff
Harvey De La Torre, General Manager
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Vicki Osborn, Director of Emergency Management/WEROC
Charles Busslinger, Director of Engineering/ District Engineer
Heather Baez, Director of Government Affairs
Hilary Chumpitazi, Director of Finance/IT
Cathy Harris, Director of Human Resources and Administration
Damon Micalizzi, Director of Public Affairs
Jennifer Wicks, Public Affairs Communications Manager
Rachel Davis, Water Loss Control Programs Manager
Kathy Pham, Assistant Board Secretary
Sarina Sriboonlue, Principal Engineer
Rachel Waite-Harvey, Water Use Efficiency Programs Supervisor
Katrina Wraight, Legal Counsel

Also Present

Dick Ackerman	Ackerman Consulting
Doug Davert	East Orange County Water District
Vu Chu	El Toro Water District
Kathryn Freshley	El Toro Water District
Mike Gaskins	El Toro Water District
Kay Havens	El Toro Water District
Sherri Seitz	El Toro Water District
Doug Reinhart	Irvine Ranch Water District
Peer Swan	Irvine Ranch Water District
Paul Weghorst	Irvine Ranch Water District
Keith Van Der Maaten	Laguna Beach County Water District
James Fisler	Mesa Water District
Albert Napoli	Metropolitan Water District of Southern California
Donald Froelich	Moulton Niguel Water District
Sherry Wanninger	Moulton Niguel Water District

Lisa Ohlund	Ohlund Management & Technical Services
Saundra Jacobs	Santa Margarita Water District
Laura Freese	Santa Margarita Water District
Brad Reese	Serrano Water District
Jerry Vilander	Serrano Water District
Bill Green	South Coast Water District
Jennifer Lopez	South Coast Water District
John Horst	Trabuco Canyon Water District
Brett Barbre	Yorba Linda Water District
Tom Lindsey	Yorba Linda Water District
Chuck Gibson	

TELECONFERENCE SITES

Directors McVicker and Yoo Schnieder participated via teleconference locations (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

President McVicker asked whether any member of the public had any comments on items that were not on the agenda.

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

President McVicker inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

District Secretary Crespi reported that no items were distributed to the Board less than 72 hours prior to the meeting.

NEXT RESOLUTION NO. 2163

CONSENT CALENDAR (Items 1 to 6)

Upon MOTION by Director Yoo Schneider, seconded by Director Seckel, and carried (6-0), the Board approved Consent Calendar Items 1 – 6 by the following roll call vote:

AYES:	Directors Nederhood, Dick, Seckel, McVicker, Crane, and Yoo Schneider
NOES:	None
ABSTAIN:	None
ABSENT:	Director Thomas

1. MINUTES

The following minutes were approved.

a. September 2, 2025 Planning & Operations Committee Meeting
b. September 3, 2025 Workshop Board Meeting
c. September 10, 2025 Administration & Finance Committee Meeting
d. September 17, 2025 Regular Board Meeting
e. September 18, 2025 Executive Committee Meeting

2. TREASURER'S REPORTS

The following items were ratified and approved as presented.

a. MWDOC Revenue/Cash Receipt Register as of September 30, 2025
b. Disbursement Registers (September/October)

The following items were received and filed as presented.

c. Summary of Cash and Investment and Portfolio Master Summary Report (Cash and Investment report) as of August 31, 2025
d. PARS Monthly Statement (OPEB Trust)

3. FINANCIAL REPORT

The following item was received and filed as presented.

a. Combined Financial Statements and Budget Comparative for the Period Ending August 31, 2025

4. AWARD OF CONTRACT FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM ARCHITECTURE AND CONFIGURATION

The Board awarded a contract to Consultadd Public Services in an amount not to exceed $53,200 to provide Enterprise Resource Planning (ERP) system architecture and configuration and authorized the General Manager to execute the contract.

5. FY 2025–26 CHOICE PROGRAMS BUDGET RECONCILIATION

The Board approved the MWDOC Annual Budget for Fiscal Year 2025–26 with the final Choice Programs Budget reconciliation.

6. 2026 HEALTH SAVINGS ACCOUNT CONTRIBUTIONS

The Board approved an increase to the District's annual Health Savings Account (HSA) contribution amounts, made by the District, to the Kaiser and Anthem Consumer Driven Health Plans (CDHP) for the 2026 plan year, as follows:

	Employee Only	2-party	Family
Kaiser	$1,700	$3,400	$3,400
Anthem	$1,500	$3,000	$2,800

End Consent Calendar

ACTION ITEMS

7. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS VACANCY – CALL FOR NOMINATIONS: SEAT C – SOUTHERN NETWORK

General Manager Harvey De La Torre provided an overview of the item.

Upon MOTION by Director Seckel, seconded by Director Crane, and carried (6-0), the Board adopted Resolution No. 2162 nominating Director Albert Nederhood to the California Special Districts Association Board of Directors, Southern Network Seat C by the following roll call vote:

AYES:	Directors Nederhood, Dick, Seckel, McVicker, Crane, and Yoo Schneider
NOES:	None
ABSTAIN:	None
ABSENT:	Director Thomas

Director Thomas arrived at 8:36 a.m.

8. BIENNIAL BUDGET FRAMEWORK AND APPROACH

General Manager Harvey De La Torre provided an overview of the topic.

Following a brief discussion, the Board commended staff for their efforts in preparing the biennial budget framework and approach.

Upon MOTION by Director Thomas, seconded by Director Seckel, and carried (7-0), the Board directed the General Manager to develop a proposed Biennial Budget for Fiscal Years 2026–27 and 2027–28 to enhance efficiencies and support long-term financial planning, to approve the tentative budget schedule supporting a Biennial Budget, and to authorize amendments to the Administrative Code to reflect the change from an annual to biennial budget by the following roll call vote:

AYES:	Directors Nederhood, Dick, Seckel, McVicker, Crane, Thomas, and Yoo Schneider
NOES:	None
ABSTAIN:	None
ABSENT:	None

INFORMATION CALENDAR

9. GENERAL MANAGER'S REPORT, OCTOBER (ORAL AND WRITTEN)

General Manager Harvey De La Torre announced that the Metropolitan Board of Directors has appointed Shivaji Deshmukh as Metropolitan’s next general manager. He also recognized Director of Emergency Management Vicki Osborn for her efforts during yesterday’s flash flood watch, noting her constant communication with the County’s Emergency Operating Center and member agencies that would be impacted by the storm.

10. MWDOC GENERAL INFORMATION ITEMS

a. Board of Directors - Reports re: Conferences and Meetings

The Board members each reported on their attendance at the regular MWDOC Board and Committee meetings. In addition to these meetings, the following reports were made on conferences and meetings attended on behalf of the District.

Director Nederhood advised that he attended most of the regularly scheduled MWDOC meetings (Planning & Operations and Administration & Finance Committee meetings, as well as the Workshop meeting and Regular Board meeting), ISDOC meeting, Yorba Linda Mayor's Prayer Breakfast, WACO Planning meeting, several MET meetings, OC Water Summit, OC Water Summit Ad Hoc Committee meeting. He also attended Costa Mesa Sanitary District Board meeting and Capistrano Beach Community Services District Board meeting to seek support for CSDA. Director Nederhood thanked the MET Board of Directors for allowing a transition period for the new general manager, acknowledged Director Erdman for his leadership on the Engineering, Operations, and Technology Committee, and commended MET staff for their recent budget drivers presentation at the Finance, Affordability, Asset Management, and Efficiency Committee.

Director Dick reported that he attended all the regularly scheduled MWDOC meetings (Planning & Operations, Administration & Finance, and Executive Committee meetings, as well as the Workshop meeting and Regular Board meeting), most of the scheduled MET Board and Committee meetings, Orange Park Acres Well Number 1 Ribbon Cutting Ceremony, Sheriffs Advisory Council meeting, Urban Water Institute Board meeting, South Orange County Economic Council with Senator Blakespear, OC Water Summit Ad Hoc Committee meeting, OC Grand Jury Tour, WACO, ISDOC Executive Committee meeting, and MET caucus meetings. Director Dick announced his resignation as MWDOC's representative on the Metropolitan Water District of Southern California Board of Directors, effective upon selection and appointment of his replacement

Director McVicker thanked Director Dick for his service as a MWDOC MET Director and informed the Board that he will outline the process of appointing the next MWDOC MET Director at tomorrow's Executive Committee meeting. Director McVicker advised that he attended most of the regularly scheduled MWDOC meetings (Administration & Finance, and Executive Committee meetings, as well as the Workshop meeting and Regular Board meeting), several MET Board and Committee meetings, CAMP4W Subcommittee, WACO, and the ISDOC Executive Committee meeting.

Director Seckel reported that he attended all of the regularly scheduled MWDOC meetings (Planning & Operations, Administration & Finance, and Executive Committee meetings, as well as the Workshop meeting and Regular Board meeting), most of the MET Board and Committee meetings, WACO and WACO Planning meetings, CAMP4W Subcommittee, OC Grand Jury Tour, Diamond Valley Lake Inlet/Outlet Tower Dedication, Inland Caucus meeting, and South Orange County Agencies Group. He informed the Board of his upcoming MET Inspection Trip in November, the possibility of a Seven States agreement, and provided an update on MET's Finance, Affordability, Asset Management, and Efficiency Committee meeting.

Director Crane advised that he attended all of the regularly scheduled MWDOC meetings

(Planning & Operations, Administration & Finance, and Executive Committee meetings, as well as the Workshop meeting and Regular Board meeting), Irvine Ranch Water District Board meetings, ISDOC Executive Committee meeting, WACO, and OC Grand Jury Tour.

Director Thomas reported that he attended most of the regularly scheduled MWDOC meetings (Planning & Operations and Administration & Finance Committee meetings, as well as the Regular Board meeting), OC Water Summit Speakers Dinner, OC Water Summit, OC Water Summit Ad Hoc Committee meeting, and South Orange County Agencies Group.

Director Yoo Schneider advised that she attended all of the regularly scheduled MWDOC meetings (Planning & Operations and Administration & Finance Committee meetings, as well as the Workshop meeting and Regular Board meeting), several MET meetings, South Orange County Agencies Group, WACO, UCI Dean Leadership's Council, Santa Margarita Water District Committee meeting, and South Coast Water District Board meeting.

The Board of Directors each thanked Director Dick for over two decades of service and dedication as a MWDOC MET Director.

b. Requests for Future Agenda Topics

No future agenda topics were requested.

ADJOURNMENT

There being no further business, President McVicker adjourned the meeting at 9:12 a.m.

_____
Angela Crespi
District Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
EXECUTIVE COMMITTEE
October 16, 2025, 8:30 a.m. to 9:55 a.m.

At 8:30 a.m., President McVicker called to order the Executive Committee Meeting of the Municipal Water District of Orange County in Conference Room 101 at the District facilities located in Fountain Valley, as well as including attendance via the Zoom Webinar application. District Secretary Crespi called the roll.

Executive Committee
Bob McVicker, President
Jeffery M. Thomas, Vice President (absent)
Megan Yoo Schneider, Immediate Past President

Staff
Harvey De La Torre, General Manager
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Damon Micalizzi, Director of Public Affairs
Kathy Pham, Assistant Board Secretary

MWDOC Directors
Al Nederhood
Karl W. Seckel
Randall Crane

MWDOC MET Directors
Linda Ackerman (absent)
Dennis Erdman

Also Present
Larry Dick, MWDOC Director
Mark Monin, ETWD
Sherry Wanninger, MNWD
James Fisler, MWD
Stacy Taylor, MWD
Saundra Jacobs, SMWD
Frank Ury, SMWD
Greg Mills, SWD
Brad Reese, SWD
Jerry Vilander, SWD
Chuck Gibson

TELECONFERENCE SITES

Directors McVicker and Yoo Schneider participated via teleconference locations (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

President McVicker inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

District Secretary Crespi advised that the draft agendas for the upcoming month of November were distributed to the Board and made available to the public.

1. EXECUTIVE COMMITTEE REVIEW OF FUTURE AGENDAS

The Committee reviewed and discussed the draft agendas for each meeting and made no changes.

a. Jt. MWDOC/OCWD Planning Committee Meeting

The Board discussed topics that could be added to a future agenda, including long-term plans, demand forecasts, SARCCUP, and emergency supply. They also discussed changing the meeting format to encourage discussion and attendance. The Board encouraged General Manager Harvey De La Torre to continue to work with OCWD General Manager John Kennedy to improve communication between the two districts.

No new items were added to the Agenda.

b. Planning & Operations Committee

Director Seckel suggested that staff consider ways to align Senate Bill 72 with the Urban Water Management Plan, noting that it may be an opportunity to improve the planning process.

No new items were added to the Agenda.

c. Joint Workshop Meeting

No new items were added to the Agenda.

d. Administration & Finance Committee

2. DISCUSSION REGARDING UPCOMING ACTIVITIES OF SIGNIFICANCE

Director McVicker outlined the process for appointing a successor to Director Dick as the next MWDOC MET Director. He explained that members of the MWDOC Board who would like to present themselves as a candidate must submit a letter of interest, at a minimum outlining their qualifications as detailed in Section 1500 of our Administrative Code. The letter may also include any additional information regarding their qualifications that they would like to submit for consideration. Letters of interest must be submitted to the General Counsel and District Secretary no later than November 10, 2025, and will be included and posted in the November 19th Regular Board Meeting Agenda Packet. All letters of interest will be presented, by Action Item, to the full board for consideration and voting at the November 19th Regular Board Meeting.

General Manager Harvey De La Torre informed the Board that the Colorado River Water Users Association Conference will be held December 16th to 18th in Las Vegas. He reminded the Board that our Regular Board meeting is scheduled for the morning of December 17th and our Executive Committee on December 18th. To accommodate the Board members' attendance at the Conference, General Manager De La Torre suggested the Board consider rescheduling the Executive Committee

meeting immediately following the Regular Board meeting to either Thursday, December 11th or Monday, December 15th. The Board directed staff to reschedule the Board and Executive Committee meetings to Thursday, December 11th.

General Manager Harvey De La Torre reported that he will coordinate with the newly appointed Metropolitan General Manager Shivaji Deshmukh to be a potential guest speaker for the District's Water Policy Dinner in January. He also announced that Orange County Sanitation District (OC San) will host State of OC San on Friday, October 17, 2025.

3. MEMBER AGENCY RELATIONS

General Manager Harvey De La Torre announced that the City of Seal Beach will be presenting as a part of the Agency Spotlight at the November Regular Board meeting.

4. GENERAL MANAGER'S REPORTS

General Manager Harvey De La Torre informed the Board that, as part of the agreement between Metropolitan and the San Diego County Water Authority (SDCWA), SDCWA has the opportunity to sell its surplus water annually. Under the agreement, all MET member agencies, including MWDOC, are offered the "first right of refusal" for purchasing SDCWA's surplus water. If there is no interest or limited interest in the available surplus water, MET would then be able to buy such water under agreed-upon pricing terms, as outlined in their agreement. He noted that MWDOC will act as a facilitator to purchase water for any MWDOC member agency interested, and he plans to inform them of this opportunity later today at our monthly manager's meeting. It should be noted that all pricing and terms for the member agencies will be negotiated with SDCWA, but he will keep the Board informed of the process. This opportunity offers potential reliability benefits for member agencies and the region. The Board also discussed whether MWDOC would be able to purchase water from SDCWA, the logistics of storing such water, potential pricing and terms, and whether SDCWA would be open to offer terms similar to MET's reverse cyclic program.

General Manager Harvey De La Torre reported that the California Council for Environmental and Economic Balance (CCEEB) will hold its fall planning meeting on November 6th and asked whether any Board members had topics they would like to propose for discussion. Staff will meet with CCEEB staff to discuss a few priorities the Board has supported, such as an exemption process for ZEV vehicles for public agencies, support for voluntary contributions to LIRA programs, and support for Sites and DCP.

5. REVIEW AND DISCUSS DISTRICT AND BOARD ACTIVITIES

General Manager Harvey De La Torre informed the Board that the District recently celebrated Water Professional Appreciation Week. Throughout the week, employees were featured on social media expressing their sincere appreciation for being part of MWDOC and the water industry.

Assistant General Manager Melissa Baum-Haley provided a summary of her recent fact-finding water inspection trip to Denmark, where she was joined by Water Loss Control Programs Manager Rachel Davis. The purpose of the trip was to study water loss control programs and technologies implemented by the Danish government. During their trip, they visited several water utilities and attended a presentation by the Danish Environmental Protection Agency, which focused on regulatory drivers. A key highlight was Denmark's national standard of maintaining water loss at no more than 10%. Much of their week was spent on inspection trips related to water loss control. She noted that in Denmark, PFAS contamination is addressed by the point source rather than by the utility, unlike most countries. They toured three manufacturing facilities to explore how various

technologies are being applied to reduce water loss. At the Grundfos factory, they examined the use of district metered areas and evaluated their future integration into MWDOC's water loss control programs. At Kamstrup, they examined advanced acoustic leak detection technology built directly into meters. At Novafos, Ms. Baum-Haley and Ms. Davis presented an overview of MWDOC's water loss control programs, fostering an exchange of ideas and practices. They also visited DHI, the firm responsible for hydraulic modeling work at MET.

ADJOURNMENT

There being no further business, President McVicker adjourned the meeting at 9:55 a.m.

_____
Angela Crespi
District Secretary

MINUTES OF THE MEETING OF THE
JOINT PLANNING COMMITTEE
WITH BOARD OF DIRECTORS*
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY AND
ORANGE COUNTY WATER DISTRICT
October 22, 2025, 8:30 a.m. – 9:19 a.m.

The meeting was in-person at the Municipal Water District of Orange County's Conference Room 101 and included attendance via the Zoom Webinar application.

MWDOC Directors
Karl W. Seckel
Randall Crane
Bob McVicker (absent)
Al Nederhood (arrived at 8:33 a.m.)
Larry Dick
Jeffery F. Thomas (absent)
Megan Yoo Schneider

Other MWDOC MET Directors
Linda Ackerman
Dennis Erdman (absent)

OCWD Directors
Denis Bilodeau
Van Tran
Erik Weigand
Valerie Amezcua (absent)
Cathy Green
Natalie Meeks
Dina Nguyen (absent)
Stephen Sheldon (absent)
Fred Jung
Roger Yoh

MWDOC Staff
Harvey De La Torre, General Manager
Melissa Baum-Haley, Assistant General Manager
Angela Crespi, District Secretary
Charles Busslinger, Director of Engineering/Dist. Engineer
Heather Baez, Director of Governmental Affairs
Rachel Davis, Water Loss Control Programs Manager
Kathy Pham, Assistant Board Secretary
Sarina Sriboonlue, Principal Engineer
Kevin Hostert, Senior Water Resources Analyst
Rachel Waite-Harvey, Water Use Efficiency Programs Supervisor

OCWD Staff
John Kennedy, General Manager
Chris Olsen, Executive Director of Engineering and Water Resources
Mehul Patel, Executive Director of Operations
Lisa Haney, Executive Director of Planning & Natural Resources
Ryan Bouley, Director of Engineering
Gina Ayala, Director of Public Affairs
Ben Smith, Director of Recharge and Wetlands Operations
Leticia Villarreal, Assistant District Secretary
Alex Waite, Engineer
Alicia Dunkin, Legislative Affairs Liaison

Also Present
Dick Ackerman, Ackerman Consulting
Dennis Cafferty, ETWD
Mike Gaskins, ETWD
Wyatt McClean, ETWD
Mark Monin, ETWD
Toby Moore, GSWC
Paul Weghorst, IRWD
Keith Van Der Maaten, LBCWD
James Fisler, MWD
Laura Rocha, MNWD
Laura Freese, SMWD
Saundra Jacobs, SMWD
Frank Ury, SMWD
Greg Mills, SWD
Brad Reese, SWD
Jerry Vilander, SWD
Brett R. Barbre, YLWD
Trudi DesRoches, YLWD

Jim Atkinson, MWD Chuck Gibson
Donald Froelich, MNWD

OCWD Director Cathy Green called the meeting to order at 8:30 a.m., and MWDOC Director Larry Dick led the Pledge of Allegiance.

ROLL CALL

MWDOC District Secretary Angela Crespi conducted a roll call attendance of the MWDOC Board of Directors. MWDOC Directors Seckel, Crane, Dick, and Yoo Schneider were present. Assistant District Secretary Leticia Villarreal conducted a roll call attendance of the OCWD Board of Directors. OCWD Directors Bilodeau, Tran, Weigand, Green, Yoh, Jung, and Meeks were present.

TELECONFERENCE SITES

OCWD Directors Bilodeau, Tran, Weigand, Yoh, Jung, and Meeks participated via teleconference locations (all agenda requirements pursuant to the Ralph M. Brown Act requirements were complied with).

PUBLIC COMMENTS

OCWD Director Green asked whether any member of the public had any comments on items that were not on the agenda.

There were no public comments.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

No items were received.

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO THE MEETING

OCWD Director Green inquired as to whether there were any items distributed to the Board less than 72 hours prior to the meeting.

No items were distributed to the Board less than 72 hours prior to the meeting.

1. IMPORTED WATER SUPPLY UPDATE

MWDOC Director Nederhood arrived at 8:33 a.m.

Senior Water Resources Analyst Kevin Hostert presented on Water Supply Conditions and Orange County Fiscal Year 2024-25 Water Usage. He also provided an overview of the digital redesign of the MWDOC monthly water usage data and water supply information, and provided a demonstration of the new dashboard.

Following a brief discussion and question/answer period, the Joint Planning Committee thanked Mr. Kevin Hostert for his presentation.

2. GROUNDWATER BASIN UPDATE

OCWD Executive Director of Engineering and Water Resources Chris Olsen provided a presentation highlighting Accumulated Overdraft Since 1969, Fiscal Year 2025-26 Groundwater Basin Water Balance, and Accumulated Overdraft Projection.

The Joint Planning Committee discussed OCWD and Water Replenishment District groundwater well sampling and monitoring, basin conditions, and PFAS.

The Joint Planning Committee thanked Mr. Chris Olsen for his presentation.

3. PFAS TREATMENT PROJECTS UPDATE

OCWD Executive Director of Engineering and Water Resources Chris Olsen provided a presentation highlighting Total PFAS Impacted Wells Summary, PFAS Project Timeline Summary, Well Sites, and Approximate PFAS Capital Funding Sources.

Following a brief discussion and question/answer period, the Joint Planning Committee thanked Mr. Chris Olsen for his presentation.

4. FIELD HEADQUARTERS RECHARGE OPERATIONS UPDATE

Director of Recharge and Wetlands Operations Ben Smith provided a presentation highlighting OCWD's Surface Recharge Station (facilities, water sources, and operational priorities), OCWD Daily Water Supply dashboard, Recharge Basins Storage Summary, Basin Preparation and Cleaning, Basin Maintenance and Mechanics, and Seasonal Precipitation Outlook.

The Joint Planning Committee discussed water storage, Forecast-Informed Reservoir Operations (FIRO) usage at Prado Dam, the impact of weather on Basin preparation and cleaning, and the potential usage of excess clay and silt.

5. ANY FUTURE AGENDA ITEMS

MWDOC Assistant General Manager Melissa Baum-Haley informed the Joint Planning Committee that at the upcoming Joint Workshop Board Meeting on November 5th, Metropolitan staff will present on the Metropolitan budget drivers. The presentation will highlight both near-term and long-term forecasts, focusing on the key drivers influencing budget-related rate impacts. The presentation will also explain how projects will be evaluated using the CAMP4W framework to assess their role as budget drivers and their effects on future rates.

6. NEXT MEETING DATE

The next meeting date is January 28, 2025.

MWDOC General Manager Harvey De La Torre suggested rescheduling the January 28, 2025, Joint Planning Committee to February to align with the release of the proposed Metropolitan Biennial Budget.

The Joint Planning Committee directed staff to collaborate and propose a new meeting date.

ADJOURNMENT

There being no further business, OCWD Director Green adjourned the meeting at 9:19 a.m.

_____
Angela Crespi
District Secretary

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
October 2025

WATER REVENUES

Date	From	Description		Amount
10/03/2025	City of Brea	August 2025 Water deliveries	$	8,505.14
10/03/2025	City of Huntington Beach	August 2025 Water deliveries		611,055.07
10/06/2025	Laguna Beach County Water District	August 2025 Water deliveries		473,514.82
10/07/2025	City of Seal Beach	August 2025 Water deliveries		14,711.00
10/08/2025	City of Garden Grove	August 2025 Water deliveries		767,224.50
10/09/2025	East Orange Co Water District	August 2025 Water deliveries		1,125,050.21
10/10/2025	City of San Clemente	August 2025 Water deliveries		1,080,347.54
10/10/2025	South Coast Water District	August 2025 Water deliveries		767,493.46
10/14/2025	City of La Habra	August 2025 Water deliveries		70,220.73
10/14/2025	City of Orange	August 2025 Water deliveries		966,118.36
10/15/2025	El Toro Water District	August 2025 Water deliveries		877,368.76
10/15/2025	Golden State Water Company	August 2025 Water deliveries		1,017,694.64
10/15/2025	Moulton Niguel Water District	August 2025 Water deliveries		3,260,998.50
10/15/2025	Orange County Water District	August 2025 Water deliveries		109,047.77
10/15/2025	Yorba Linda Water District	August 2025 Water deliveries		748,594.69
10/23/2025	Trabuco Canyon Water District	September 2025 Water deliveries		77,559.21
10/24/2025	Serrano Water District	September 2025 Water deliveries		11,914.96
10/29/2025	City of Newport Beach	September 2025 Water deliveries		177,160.62
10/30/2025	City of Westminster	September 2025 Water deliveries		2,939.89
10/31/2025	City of Brea	September 2025 Water deliveries		8,505.14
10/31/2025	City of Huntington Beach	September 2025 Water deliveries		588,037.57
		TOTAL WATER REVENUES	**$**	**12,764,062.58**

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
October 2025

MISCELLANEOUS REVENUES

Date	From	Description		Amount
10/06/2025	Judy Pfister	October 2025 Retiree Health insurance	$	36.88
10/07/2025	Steve Hedges	October 2025 Retiree Health insurance		54.20
10/14/2025	Maribeth Goldsby	October 2025 Retiree Health insurance		306.10
10/15/2025	Joseph Berg	October 2025 Retiree Health insurance		384.55
10/16/2025	Steve Hedges	November 2025 Retiree Health insurance		54.20
10/29/2025	Stan Sprague	November 2025 Retiree Health insurance		227.65
10/30/2025	Keith Lyon	November 2025 Retiree Health insurance		227.65
10/31/2025	Karl Seckel	November 2025 Retiree Health insurance		227.65
10/07/2025	City of La Palma	Late payment penalty for May and July 2025 Water deliveries		622.08
10/15/2025	Special District Risk Management Authority	Refund for Workers Compensation audit		8,213.30
10/31/2025	Igoe and Company Inc	Refund for FSA		17.23
10/31/2025	US Bank Custodial Account	Leaders Credit Union Interest payment		880.08
10/31/2025	US Bank	Monthly Interest		69.61
10/03/2025	City of Brea	2025 Urban Water Management Plan		62,223.00
10/07/2025	City of La Palma	2025 Urban Water Management Plan		44,030.00
10/07/2025	City of Newport Beach	2025 Urban Water Management Plan		64,614.00
10/08/2025	Trabuco Canyon Water District	2025 Urban Water Management Plan		54,291.00
10/09/2025	East Orange Co Water District	2025 Urban Water Management Plan		47,523.00
10/10/2025	City of Tustin	2025 Urban Water Management Plan		51,539.00
10/20/2025	Laguna Beach County Water District	2025 Urban Water Management Plan		48,916.00
10/23/2025	City of Seal Beach	2025 Urban Water Management Plan		49,595.00
10/24/2025	City of Fullerton	2025 Urban Water Management Plan		69,770.00
10/29/2025	South Coast Water District	2025 Urban Water Management Plan		62,998.00
10/29/2025	Yorba Linda Water District	2025 Urban Water Management Plan		58,935.00
10/30/2025	City of Santa Ana	2025 Urban Water Management Plan		79,672.00
10/20/2025	Santa Margarita Water District	August 2025 Smartimer rebate program		57.00
10/03/2025	City of Brea	August 2025 Spray to Drip rebate program		439.50
10/15/2025	Mesa Water District	August 2025 Spray to Drip rebate program		2,188.60
10/15/2025	El Toro Water District	August 2025 Clothes Washers rebate program		115.00
10/20/2025	Laguna Beach County Water District	August 2025 Clothes Washers rebate program		130.00
10/24/2025	City of Buena Park	July 2025 Turf Removal and Spray to Drip rebate program		786.00
10/03/2025	City of Huntington Beach	August 2025 Turf Removal and Spray to Drip rebate program		1,282.40
10/10/2025	City of Tustin	August 2025 Turf Removal and Spray to Drip rebate program		1,688.50
10/15/2025	Golden State Water Company	August 2025 Turf Removal and Spray to Drip rebate program		551.20
10/07/2025	Moulton Niguel Water District	August 2025 Turf Removal and Clothes Washers rebate program		5,998.00
10/10/2025	City of San Clemente	August 2025 Turf Removal, Spray to Drip and Rotating Nozzles rebate program		1,330.80
10/10/2025	City of Tustin	FY 2024-26 Conservation Framework Technical Assistance program		12,521.30
10/23/2025	City of Seal Beach	FY 2024-26 Conservation Framework Technical Assistance Program		48,000.55
10/22/2025	City of Garden Grove	Water Loss Control Technical Assistance CY 2025 - E Source		9,770.00
10/14/2025	City of Anaheim	FY 2025-26 Choice Programs Billing		383.99
10/14/2025	City of La Habra	FY 2025-26 Choice Programs Billing		49,569.29
10/15/2025	Moulton Niguel Water District	FY 2025-26 Choice Programs Billing		198,357.50
10/17/2025	City of Fullerton	FY 2025-26 Choice Programs Billing		254.46
10/31/2025	City of Fullerton	Jan-Jun 2025 School Billing		9,944.52
10/07/2025	Moulton Niguel Water District	AWIA Emergency Response Plans		17,250.00
10/07/2025	Santa Margarita Water District	AWIA Emergency Response Plans		17,250.00
10/15/2025	City of Garden Grove	AWIA Emergency Response Plans		17,250.00
10/15/2025	City of Orange	AWIA Emergency Response Plans		34,500.00
10/17/2025	City of Fullerton	AWIA Emergency Response Plans		17,250.00
10/30/2025	City of Santa Ana	AWIA Emergency Response Plans		34,500.00
10/31/2025	City of Huntington Beach	AWIA Emergency Response Plans		17,250.00

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
October 2025

MISCELLANEOUS REVENUES

Date	From	Description		Amount
10/03/2025	City of San Clemente	AWIA Risk and Resilience Assessment	$	49,450.00
10/06/2025	City of Fountain Valley	AWIA Risk and Resilience Assessment		49,450.00
10/10/2025	City of Tustin	AWIA Risk and Resilience Assessment		49,450.00
10/24/2025	City of Buena Park	AWIA Risk and Resilience Assessment		49,450.00
10/24/2025	City of La Habra	AWIA Risk and Resilience Assessment		49,450.00

TOTAL MISCELLANEOUS REVENUES $ 1,451,295.79
TOTAL REVENUES $ 14,215,358.37

Harvey De La Torre, General Manager

Hilary Chumpitazi, Treasurer

Municipal Water District of Orange County
Disbursement Approval Report
For the month of November 2025

Vendor/ Invoice	Description	Amount to Pay
Core Expenditures:		
ACCO Engineered Systems Inc		
20734787	09/01/25-11/30/25 HVAC preventative maintenance	1,920.00
Total		**1,920.00**
Ackerman Consulting-Richard C Ackerman		
1455	October 2025 Legal and regulatory specialized consulting services	3,500.00
Total		**3,500.00**
Actus Consulting and Training-David Klug		
2025-MWDOC	10/14/25 Workplace Violence Prevention Training	3,000.00
Total		**3,000.00**
ACWA		
93025	2026 Annual Membership dues	27,150.00
Total		**27,150.00**
ACWA Joint Powers Ins Auth		
1573	10/01/25-09/30/26 Auto and General Liability Insurance	168,013.29
Total		**168,013.29**
Aleshire & Wynder LLP		
100654	October 2025 Legal services	15.00
Total		**15.00**
Alta FoodCraft		
12548955	October 2025 Coffee and tea supplies	81.00
12549135	October 2025 Coffee and tea supplies	6.38
12550649	October 2025 Coffee and tea supplies	63.28
Total		**150.66**
Best Best and Krieger LLP		
55401-SEPT25	September 2025 Legal services	18,862.00
Total		**18,862.00**
Bryton Printing Inc		
18825	Ricky Raindrop booklets for School Program - Spanish version	2,044.70
18826	Ricky Raindrop booklets for School Program - English version	13,580.65
Total		**15,625.35**
Carollo Engineers, Inc		
FB72564	September 2025 Urban Water Management Plan Development services	31,676.70
Total		**31,676.70**
California Special Districts Association		
352-2026	2026 Annual Membership renewal	9,930.00
Total		**9,930.00**

Municipal Water District of Orange County
Disbursement Approval Report
For the month of November 2025

Vendor/ Invoice	Description	Amount to Pay
CSU Fullerton ASC		
AR175929	GIS services - Completion of disaggregation of 2022 OC projections for years 2025-2050	10,561.47
AR175959	10/01/25-12/31/25 Center for Demographic Research Support	18,162.13
Total		**28,723.60**
CSUF University Extended Education		
20250274	Leadership Development for Public Agencies from 08/26/25-12/09/25 - Registration for L. Gunawan	1,750.00
Total		**1,750.00**
Green Thumb (Indoor Plant Care) LLC-Dedo Verde Interior		
20250875	November 2025 Indoor plant service and purchase of plants for office	549.86
Total		**549.86**
Dopudja & Wells Consulting Inc		
2386	September 2025 Consulting services on MET Strategic Issues and Priorities	13,667.62
Total		**13,667.62**
E Source Companies LLC		
14196	September 2025 Retail Agency Technical Assistance services	5,510.00
Total		**5,510.00**
Elevated Health Inc		
November 2025	Pre-employment physical for new staff member	145.00
Total		**145.00**
GovConnection Inc		
77036466	Annual renewal of Microsoft Applications (Office 365 G3), Exchange Online, and Active Directory	21,052.56
Total		**21,052.56**
Hashtag Pinpoint Corporation		
2006	October 2025 Social Media consultation and services	7,913.00
Total		**7,913.00**
Hazen and Sawyer, DPC		
8	September 2025 Development of OC Demand Forecasts for Urban Water Management Plans	31,060.50
Total		**31,060.50**
Steve Hedges		
101625	July-September 2025 Retiree medical premium	555.00
Total		**555.00**
Lawnscape Systems Inc		
455020	September 2025 Landscape maintenance for Atrium (additional)	495.00
455660	October 2025 Landscape maintenance for Atrium	495.00
Total		**990.00**

Municipal Water District of Orange County
Disbursement Approval Report
For the month of November 2025

Vendor/ Invoice	Description	Amount to Pay
Fiduciary Consulting Group-Morgan Stanley Institional Investment Advisors LLC		
11434725290	October-December 2025 Investment Advisor services for 401a and 457b plans	5,000.00
Total		**5,000.00**
Natural Resource Results LLC		
5640	October 2025 Federal Advocacy Agreement services	8,000.00
Total		**8,000.00**
NDS		
857432	10/03/25 Board packet delivery service	171.39
857782	10/10/25 Board packet delivery service	171.39
858335	10/31/25 Board packet delivery service	171.39
Total		**514.17**
ODP Business Solutions LLC		
445439088001	10/24/25 Office supplies	142.15
Total		**142.15**
Office Solutions		
I-02345962	10/08/25 Replacement arm for staff desk chair	36.76
I-02346946	10/10/25 Office supplies	100.08
I-02347623	10/15/25 Desk nameplate for staff	19.30
I-02348120	10/16/25 Office supplies	14.93
I-02349844	10/23/25 Office supplies	215.67
I-02349938	10/24/25 Desk nameplate for staff	19.30
I-02350175	10/24/25 Office supplies	201.67
I-02350369	10/27/25 Office supplies	29.07
Total		**636.78**
County of Orange		
PW260309	FY 2025-26 Coop Agreement for South OC Watershed Management Area	7,444.14
Total		**7,444.14**
Orange County Water District		
27852	September 2025 Postage, shared office & maintenance expense	13,090.57
27853	WEEA's Sponsorship for 2025 OC Water Summit	2,250.00
Total		**15,340.57**
Mary Snow		
102025	July-September 2025 Retiree medical premium	555.00
Total		**555.00**
Soto Resources-Joey C Soto		
GA-OCT-106	October 2025 Grant Research and Acquisition	3,250.00
Total		**3,250.00**

Municipal Water District of Orange County
Disbursement Approval Report
For the month of November 2025

Vendor/ Invoice	Description	Amount to Pay
Syrus Devers Advocacy LLC		
1131	October 2025 State Legislative Advocacy services	8,000.00
Total		**8,000.00**
USAFact Inc		
2025100184	October 2025 Background check for new hire	23.91
Total		**23.91**
Verne's Plumbing Inc		
12469266	09/19/25 Descale main sewer line	1,475.00
Total		**1,475.00**
Whittingham Public Affairs Advisors-WPAA		
3194	November 2025 Strategic guidance on local & regional issues	5,000.00
Total		**5,000.00**
Total Core Expenditures		**447,141.86**

Choice Expenditures:

Building Block Entertainment Inc		
3940-3	October 2025 Choice Elementary School Program K-2	11,587.00
Total		**11,587.00**
Mission RCD		
3534	October 2025 Field inspection and verification for Water Use Efficiency rebate programs	3,239.75
Total		**3,239.75**
Office Solutions		
I-02351880	11/03/25 Supplies for Water Loss Control Shared Servcies	56.93
Total		**56.93**
Orange County Dept of Education		
94WI0580	September 2025 Choice School Program for grades 3-8	20,408.46
Total		**20,408.46**
Orange County Water District		
27852	September 2025 Postage for Water Use Efficiency rebate program	13.80
Total		**13.80**
Red Wing Business Advantage Account		
20251010112477	Boots for Water Loss Control Technician	300.00
Total		**300.00**

Municipal Water District of Orange County
Disbursement Approval Report
For the month of November 2025

Vendor/ Invoice	Description	Amount to Pay
Westerly Meter Service Co.-Lane M Matsuno		
17976	October 2025 Meter Accuracy Testing for Mesa Water District	3,200.00
Total		**3,200.00**
Total Choice Expenditures		**38,805.94**

Other Funds Expenditures:

E Source Companies LLC		
14196	September 2025 Retail Agency Technical Assistance services	35,446.11
Total		**35,446.11**
Environmental Incentives Inc		
MWDOC TAP-07	September 2025 Frameworks Technical Assistance Program services	20,731.20
Total		**20,731.20**
Herndon Solutions Group LLC		
INV-0000011340	September 2025 services to assist with AWIA compliance (RRA) - ETWD	6,440.00
INV-0000011341	September 2025 services to assist with AWIA compliance (RRA) - Westminister	29,670.00
INV-0000011342	September 2025 services to assist with AWIA compliance (RRA) - YLWD	12,190.00
INV-0000011433	October 2025 services to assist with AWIA compliance (ERP) - Anaheim	8,348.53
INV-0000011434	October 2025 services to assist with AWIA compliance (RRA) - Buena Park	19,780.00
INV-0000011435	October 2025 services to assist with AWIA compliance (ERP) - Fullerton	8,625.00
INV-0000011436	October 2025 services to assist with AWIA compliance (ERP) - Garden Grove	8,625.00
INV-0000011437	October 2025 services to assist with AWIA compliance (ERP) - Huntington Beach	8,625.00
INV-0000011438	October 2025 services to assist with AWIA compliance (ERP) - MNWD	8,625.00
INV-0000011439	October 2025 services to assist with AWIA compliance (RRA) - Newport Beach	19,780.00
INV-0000011440	October 2025 services to assist with AWIA compliance (ERP) - Orange	8,625.00
INV-0000011441	October 2025 services to assist with AWIA compliance (ERP) - Santa Ana	8,625.00
INV-0000011442	October 2025 services to assist with AWIA compliance (ERP) - SCWD	8,625.00
INV-0000011443	October 2025 services to assist with AWIA compliance (ERP) - SMWD	8,625.00
Total		**165,208.53**
Mission RCD		
3534	October 2025 Field inspection and verification for Water Use Efficiency rebate programs	9,518.90
Total		**9,518.90**
NV5 Geospatial		
479599	October 2025 Meter Area Measurement services (SCWD and La Habra)	12,760.00
Total		**12,760.00**
Total Other Funds Expenditures		**243,664.74**
Total Expenditures		**729,612.54**

Municipal Water District of Orange County
Disbursement Ratification Report
For the Month of October 2025

Name/ Date	Check/ EFT	Invoice	Description	Amount
Core Disbursements:				
Charles Busslinger				
10/31/2025	EFT	92225	September 2025 Business expense	107.25
Total				**107.25**
Corodata Records Management Inc				
10/15/2025	EFT	RS7117231	September 2025 Records Storage Fees	74.15
Total				**74.15**
Rachel Davis				
10/31/2025	EFT	80525	August 2025 Business expense	34.37
Total				**34.37**
Larry Dick				
10/31/2025	EFT	92625	September 2025 Business expense	196.00
Total				**196.00**
Tina Dubuque				
10/31/2025	EFT	82725	August 2025 Business expense	344.26
Total				**344.26**
Rachel Waite				
10/31/2025	EFT	91625	September 2025 Business expense	603.18
Total				**603.18**
Al Nederhood				
10/31/2025	EFT	93025	September 2025 Business expense	235.48
Total				**235.48**
Jasmine Orozco				
10/31/2025	EFT	92225	September 2025 Business expense	82.18
Total				**82.18**
Petty Cash				
10/06/2025	144270	JUL-SEPT25	07/01/25-09/30/25 Petty cash reimbursement	75.83
Total				**75.83**
Megan Schneider				
10/31/2025	EFT	92525	September 2025 Business expense	124.38
Total				**124.38**
Karl Seckel				
10/31/2025	EFT	93025	September 2025 Business expense	73.50
Total				**73.50**
Spectrum Business				
10/06/2025	144271	188955001092125	October 2025 Internet expense	1,034.00
Total				**1,034.00**
Jeffery Thomas				
10/31/2025	EFT	92625	September 2025 Business expense	280.10
Total				**280.10**

Municipal Water District of Orange County
Disbursement Ratification Report
For the Month of October 2025

Name/ Date	Check/ EFT	Invoice	Description	Amount
Verizon Wireless				
10/06/2025	144272	6124290326	September 2025 4G Mobile broadband unlimited service	80.02
Total				**80.02**
US Bank				
10/31/2025	144300	2978/4192/8910/1189-SEPT25	08/23/25-09/22/25 Cal Card Charges	21,231.85
Total				**21,231.85**
Total Core Disbursements				**24,576.55**

Choice Disbursements:

Rachel Davis				
10/31/2025	EFT	80525	August 2025 Business expense	101.32
Total				**101.32**
Home Depot Credit Services				
10/15/2025	144277	91125	09/11/25 Water Loss Control Shared Services supplies	7.85
Total				**7.85**
Petty Cash				
10/06/2025	144270	JUL-SEPT25	07/01/25-09/30/25 Petty cash reimbursement	30.00
Total				**30.00**
US Bank				
10/31/2025	144300	1189-SEPT25	08/23/25-09/22/25 Cal Card Charges	2,255.04
Total				**2,255.04**
US Bank Voyager Fleet Systems				
10/15/2025	EFT	8694349932539	08/25/25-09/24/25 Fuel for Water Loss Control Shared Services Vehicles and WEROC Mobile EOC	663.73
Total				**663.73**
Total Choice Disbursements				**3,057.94**

Other Funds Disbursements:

AT&T				
10/15/2025	144275	24127426	September 2025 Telephone expense for WEROC N. EOC	21.37
Total				**21.37**
Petty Cash				
10/06/2025	144270	JUL-SEPT25	07/01/25-09/30/25 Petty cash reimbursement	10.00
Total				**10.00**
Metropolitan Water District				
10/31/2025	EFT10312025	11955	August 2025 Water deliveries	18,396,479.27
Total				**18,396,479.27**
Oakley Inc				
10/31/2025	144296	WSP5030	First WSIP Payment for installation of Cooling Tower Water Treatment	12,882.48
Total				**12,882.48**

Municipal Water District of Orange County
Disbursement Ratification Report
For the Month of October 2025

Name/ Date	Check/ EFT	Invoice	Description	Amount
Santiago Aqueduct Commission				
10/31/2025	144298	82025	August 2025 SAC Pipeline Operation Surcharge	3,096.79
Total				**3,096.79**
Janine Schunk				
10/31/2025	144299	82025	August 2025 Business expense	42.49
10/31/2025	144299	91125	September 2025 Business expense	125.65
Total				**168.14**
Santa Margarita Water District				
10/31/2025	EFT	82025	August 2025 SCP Operation Surcharge	32,858.73
Total				**32,858.73**
Spray to Drip Rebate				
10/31/2025	144284	S2D7-R-ETWD-54935-23794	S. Khoo	1,380.00
10/31/2025	144302	S2D7-R-ETWD-54944-23806	Knightly Holdings LLC	1,800.00
10/31/2025	144283	S2D7-R-IRWD-12222-23842	S. Gupta	594.00
10/31/2025	144291	S2D7-R-IRWD-54589-23665	N. Roberts	1,648.00
10/31/2025	144286	S2D7-R-IRWD-54948-23809	S. Kulkarni	901.00
10/31/2025	144287	S2D7-R-IRWD-54997-23816	G. Medway	3,045.00
Total				**9,368.00**
Turf Rebate				
10/31/2025	144285	TR17-R-ETWD-54935-53647	S. Khoo	2,840.00
10/31/2025	144292	TR17-R-IRWD-54589-53184	N. Roberts	4,555.00
10/31/2025	144288	TR17-R-IRWD-54997-53668	G. Medway	2,728.00
10/31/2025	144290	TR17-R-MNT-54788-53450-NS	T. Powell	2,905.00
10/31/2025	144293	TR17-R-TUST-54859-53537	C. Smith	12,203.00
Total				**25,231.00**
US Bank				
10/31/2025	144300	1189/3115-SEPT25	08/23/25-09/22/25 Cal Card Charges - WEROC	1,801.05
Total				**1,801.05**
US Bank Voyager Fleet Systems				
10/15/2025	EFT	8694349932539	08/25/25-09/24/25 Fuel for Water Loss Control Shared Services Vehicles and WEROC Mobile EOC	29.03
Total				**29.03**
Verizon Wireless				
10/06/2025	144272	6124290326	September 2025 4G Mobile broadband unlimited service	220.08
Total				**220.08**
Total Other Funds Disbursements				**18,482,165.94**
Total Disbursements				**18,509,800.43**

Harvey De La Torre, General Manager

Hilary Chumpitazi, Treasurer

Cal Card Charges
Statement Date: September 22, 2025
Payment Date: October 31, 2025

Date	Description	Amount
Administration Card:		
8/23/2025	Replacement water filters for breakroom sink	81.33
8/24/2025	September 2025 service charge for evaluation of Microsoft Dynamics ERP system	6.00
8/25/2025	DreamHost August 2025 web hosting and database charges for MWDOC website	152.99
8/27/2025	Annual security certificate (SSL) for AccuFund	99.99
8/28/2025	August 2025 C. Harris business expense	40.36
8/28/2025	Supplies for Water Loss Control Shared Services	38.06
8/29/2025	Lunch for management staff meeting on 09/02/25	313.67
8/29/2025	Curtain tiebacks	7.60
9/01/2025	September 2025 monthly subscription for email services to support secure delivery of email	25.00
9/03/2025	Ice machine descaling and sanitizing service	334.75
9/03/2025	ESRI annual license renewals for WEROC, Engineering, Water Use Efficiency, and Water Loss Control Shared Services	4,700.00
9/04/2025	Wireless pointer/PowerPoint clicker for Public Affairs	27.18
9/05/2025	Replacement ClickShare puck/button for conference room 101	108.51
9/08/2025	Lunch for All Staff meeting on 09/11/25	404.05
9/11/2025	September 2025 C. Harris business expense	75.00
9/11/2025	Office supplies	35.48
9/11/2025	Monthly charge for 500GB of SharePoint storage	105.00
9/12/2025	Oil change for Water Loss Control Shared Services truck	116.98
9/13/2025	Professional services to install ClickShare and a second web camera in conference room 101	1,119.10
9/16/2025	Toll Road replenishment charge for Water Loss Control Shared Services vehicles	200.00
9/17/2025	September 2025 Wireless Internet Backup	45.00
9/17/2025	September 2025 cloud storage fee to archive Laserfiche documents for compliance/immutability	24.39
9/19/2025	Four toner cartridges for plotter and small dry erase board for IT	838.92
9/19/2025	October 2025 Monthly eFax service charge	10.00
Total:		**8,909.36**
Assistant General Manager Card:		
8/22/2025	August 2025 Meals for M. Baum-Haley's meeting	87.46
8/26/2025	CSDA 2025 Annual Conference in Monterey, CA from 08/25/25-08/28/25 - Transportation for M. Baum-Haley and meals for staff and director	407.03
9/12/2025	September 2025 Transportation and meals for M. Baum-Haley's meetings	205.89
Total:		**700.38**
General Manager Card:		
8/21/2025	Annual CA Water Data Summit in Davis, CA from 08/19/25-08/21/25 - Accommodations for C. Harding	385.98
8/22/2025	Urban Water Institute 2025 Fall Conference in San Diego, CA from 08/20/25-08/22/25 - Parking for A. Nederhood	30.00
8/22/2025	Urban Water Institute 2025 Fall Conference in San Diego, CA from 08/20/25-08/22/25 - Accommodations for J. Thomas	9.24
8/22/2025	Urban Water Institute 2025 Fall Conference in San Diego, CA from 08/20/25-08/22/25 - Accommodations for D. Micalizzi	614.48
8/25/2025	National Notary Association - Notary class in Irvine, CA on 09/25/25 - Registration for A. Crespi	514.49
8/26/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Accommodation deposits for H. Baez and D. Micalizzi	337.88

Cal Card Charges
Statement Date: September 22, 2025
Payment Date: October 31, 2025

Date	Description	Amount
General Manager Card (continued)		
8/26/2025	CSDA 2025 Annual Conference in Monterey, CA from 08/25/25-08/28/25 - Accommodations for A. Nederhood	579.63
8/28/2025	August 2025 Meals for H. De La Torre's meetings	90.90
8/28/2025	CSDA 2025 Annual Conference & 2025 Exhibitor Showcase in Monterey, CA from 08/25/25-08/28/25 - Meal and accommodation for D. Micalizzi	673.99
8/28/2025	CSDA 2025 Annual Conference & Exhibitor Showcase in 2025 in Monterey, CA from 08/25/25-08/28/25 - Accommodations for H. Baez and M. Baum-Haley	884.40
8/29/2025	Rain Bird Intro to Irrigation & Installation and Efficient Irrigation Scheduling training in Azusa, CA from 09/15/25-09/19/25 - Registration for T. Fann	830.00
9/02/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Registration for J. Thomas and A. Nederhood	1,200.00
9/03/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Accommodation deposits for J. Thomas and A. Nederhood	337.88
9/03/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Cancellation of accommodation deposits for A. Nederhood, J. Thomas, and H. Baez	(612.24)
9/09/2025	ACWA Regions 8, 9 and 10 Event in Irvine, CA from 11/13/25-11/14/25 - Registration for R. Crane	150.00
9/12/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Registration for H. De La Torre and M. Baum-Haley	1,200.00
9/12/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Cancellation of accommodation deposits for H. De La Torre and M. Baum-Haley	(408.16)
9/12/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Accommodation deposits for H. De La Torre and M. Baum-Haley	337.88
9/15/2025	AWWA Water Smart Innovations in Reno, NV from 10/07/25 - 10/09/25 - Registration for R. Waite-Harvey, T. Fann, C. Harding, and S. Fetter	1,980.00
9/15/2025	AWWA Water Smart Innovations in Reno, NV from 10/07/25-10/09/25 - Airfare for C. Harding	233.86
9/16/2025	September 2025 Meals for H. De La Torre's meetings	107.56
9/16/2025	AWWA Water Smart Innovations in Reno, NV from 10/07/25-10/09/25 - Accommodation deposits for S. Fetter, R Waite-Harvey, and T. Fann	578.91
9/16/2025	AWWA Water Smart Innovations in Reno, NV from 10/07/25-10/09/25 - Airfare for S. Fetter	421.86
9/16/2025	CSDA 2025 Board Secretary/Clerk Conference in Santa Rosa, CA from 10/27/25-10/29/25 - Airfare for A. Crespi	356.59
9/17/2025	ACWA Regions 8, 9 and 10 Event in Irvine, CA from 11/13/25-11/14/25 - Registration for K. Seckel	150.00
9/18/2025	CRWUA 2025 Conference in Las Vegas, NV from 12/16/25-12/18/25 - Accommodation deposits for D. Micalizzi	448.30
9/19/2025	ACWA 2025 Fall Conference in San Diego, CA from 12/02/25-12/04/25 - Registration for L. Dick	999.00
Total:		**12,432.43**
Public Affairs Card:		
8/22/2025	Urban Water Institute Fall Conference 2025 in San Diego, CA from 08/20/25-08/22/25 - Meal for D. Micalizzi	42.64
8/28/2025	CSDA 2025 Annual Conference in Monterey, CA from 08/25/25-08/28/25 - Transportation for D. Micalizzi and meals for staff and director	561.73
8/28/2025	CAPIO Leadership Summit -Registration for T. Baca	399.00
8/30/2025	September 2025 Open AI monthly subscription, language processing tool	20.00
9/03/2025	Prize for community event - Beach clean up held on 09/20/25	34.51

Cal Card Charges
Statement Date: September 22, 2025
Payment Date: October 31, 2025

Date	Description	Amount
Public Affairs Card (continued)		
9/03/2025	September 2025 Monthly Public Storage Unit for Public Affairs	840.00
9/07/2025	Domain registration for: ocwatersmartparks.com	19.00
9/12/2025	Food for MWDOC staff for OC Grand Jury Trip rehearsal	80.15
9/17/2025	Smartphone vlogging kit for Public Affairs events	43.45
9/17/2025	Public Affairs community event supplies	104.24
Total:		**2,144.72**
WEROC Card:		
9/03/2025	September 2025 Iridium Standby Plan service charge for WEROC's three satellite phones	67.17
9/04/2025	WEROC Mobile EOC generator service	375.05
9/04/2025	ICS Train the Trainer course in Sacramento, CA from 09/07/25-09/12/25 - Refund for cancellation of rental car for G. Landeros	(329.56)
9/12/2025	Train-the-Trainer classes in Sacramento, CA from 09/07/25-09/12/25 - Accommodations for G. Landeros	988.39
Total:		**1,101.05**

Municipal Water District of Orange County
GM Approved Disbursement Report [1]
For the Month of October 2025

Name/ Date	Check/ EFT	Invoice	Description	Amount
Core Disbursements:				
ACCO Engineered Systems Inc				
10/31/2025	EFT	20742122	09/16/25 HVAC services to replace and install a new supply fan motor	9,292.47
Total				**9,292.47**
Assa Abloy Entrance Systems US Inc				
10/15/2025	EFT	SEI 1904741	09/17/25 Work performed on MWDOC entry door to raise it above tiles	683.04
10/31/2025	EFT	SCI 83204	FY 2025-26 Annual Gold maintenance renewal for MWDOC entry doors	913.00
Total				**1,596.04**
Novatech Inc				
10/15/2025	EFT	6483	Professional services to install ClickShare and a second web camera in conference room 101	1,097.37
Total				**1,097.37**
Orange County Business Council				
10/31/2025	144297	1808017	2026 Annual membership renewal	5,000.00
Total				**5,000.00**
Petra Sosa				
10/15/2025	144282	752860	Lunch for MWDOC Managers meeting in Fountain Valley, CA on 10/16/25	730.00
Total				**730.00**
Joey C Soto				
10/31/2025	EFT	GA-SEP-105	September 2025 Grant Research and Acquisition	3,250.00
Total				**3,250.00**
The Howard E. Nyhart Company, Inc				
10/31/2025	EFT	160696HW_202509	FY 2024-25 OPEB Acturial Consulting services (Interim Valuation)	2,000.00
Total				**2,000.00**
Total Core Disbursements				**22,965.88**
Other Funds Disbursements:				
California Water Efficiency Partnership				
10/31/2025	144294	101625	Wholesale Landscape Area Measurement (LAM) annual fee	15,000.00
Total				**15,000.00**
Total Other Funds Disbursements				**15,000.00**
Total Disbursements				**37,965.88**

Municipal Water District of Orange County
GM Approved Disbursement Report [1]
For the Month of October 2025

Name/ Date	Check/ EFT	Invoice	Description	Amount

Harvey De La Torre, General Manager

Hilary Chumpitazi, Treasurer

[1] For disbursements that did not make the cut-off of previous month's Disbursement Approval report. Disbursements are approved by GM for payment and need A & F Committee ratification.

MWDOC

Street Address:
18700 Ward Street
Fountain Valley, California 92708

Mailing Address:
P.O. Box 20895
Fountain Valley, CA 92728-0895

(714) 963-3058
Fax: (714) 964-9389
www.mwdoc.com

Bob McVicker, P.E., D.WRE
President

Jeffery M. Thomas
Vice President

Randall Crane, Ph.D.
Director

Larry D. Dick
Director

Al Nederhood
Director

Karl W. Seckel, P.E.
Director

Megan Yoo Schneider, P.E.
Director

Harvey F. De La Torre
General Manager

MEMBER AGENCIES

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

Municipal Water District of Orange County
Consolidated Summary of Cash and Investments
September 30, 2025

District investments and cash balances are held in various funds designated for certain purposes as follows:

Fund	Book Value	% of Portfolio
Restricted Reserves		
WEROC Operating Fund	$ 646,197	2.24%
Pension 115 Trust	2,404,382	8.34%
Total Restricted Reserves	$3,050,579	10.58%
Designated Reserves		
Operating Reserves	$4,058,262	14.07%
Election Reserve	1,709,967	5.93%
OPEB Reserve	297,147	1.03%
Total Designated Reserves	$6,065,376	21.03%
General Operations Fund	$13,827,268	47.94%
Water Purchase Payments Fund	7,513,473	26.05%
Conservation Fund	(1,635,384)	(5.67%)
Trustee Activities – AMP	18,783	0.07%
Total Other Funds	$19,724,140	68.39%
Total	**$28,840,095**	**100.00%**

The funds are invested as follows:

Term of Investment	% of Portfolio	Book Value	Market Value
Cash	0.78%	$ 225,139	$ 225,139
Pension 115 Trust	8.34%	2,404,382	2,404,382
Short-term investment			
• LAIF	64.35%	18,558,675	18,558,675
• CAMP	15.78%	4,551,909	4,551,909
Long-term investment			
• US Government Issues	0.87%	249,990	246,915
• Corporate Bond	4.16%	1,200,000	1,194,269
• Certificates of Deposit	5.72%	1,650,000	1,663,425
Total	**100.00%**	**$28,840,095**	**$28,844,714**

The average number of days to maturity/call as of September 30, 2025, equaled 77 and the average yield to maturity is 4.151%. During the month of September 2025, the District's average daily balance was $34,680,598.16. Funds were invested in US Bank, Pension 115 Trust, Negotiable Certificate of Deposits, Corporate Bonds, US Government Issues, Local Agency Investment Funds (LAIF) and California Asset Management Program (CAMP).

The $4,619 difference between the book value and the market value on September 30, 2025, represents the exchange difference if all investments had been liquidated on that date. Since it is the District's practice to "buy and hold" investments until maturity, the market values are a point of reference, not an indication of actual loss or gain. There are no current plans or cash flow requirements identified in the near future that would require the sale of these securities prior to maturity.

Harvey De La Torre
General Manager

Hilary Chumpitazi
Treasurer

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Portfolio Management - Portfolio Summary

September 30, 2025

9/30/2025	Par Value	Market Value	Book Value	% of Portfolio	Days to Mat/Call	YTM @ Cost
Negotiable Certificate Of Deposit	1,650,000.00	1,663,425.00	1,650,000.00	6.30	967	3.679
Corporate Bond	1,200,000.00	1,194,269.00	1,200,000.00	4.57	325	3.740
US Government Issues	250,000.00	246,915.00	249,990.03	0.95	57	0.860
Local Agency Investment Funds	18,558,674.93	18,558,674.93	18,558,674.93	70.81	1	4.212
California Asset Management Program	4,551,908.58	4,551,908.58	4,551,908.58	17.37	1	4.360
Total Investments	**26,210,583.51**	**26,215,192.51**	**26,210,573.54**	**100.00**	**77**	**4.151**
Cash						
Cash	225,139.13	225,139.13	225,139.13		1	0.00
Pension 115 Trust	2,404,382.02	2,404,382.02	2,404,382.02		1	0.00
Total Cash and Investments	**28,840,104.66**	**28,844,713.66**	**28,840,094.69**		**77**	**4.151**

Total Earnings	Month Ending September	Fiscal Year to Date
Current Year	**120,074.24**	**288,996.64**
Average Daily Balance	**34,680,598.16**	
Effective Rate of Return	**4.151%**	

We certify that this report reflects the cash and investments of the Municipal Water District of Orange County and is in conformity with the Government Code requirements and the District Investment Policy and Guidelines in effect at the time of investment. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six month's estimated expenditure. The source for the market values are from U.S. Bank. Per Resolution 2059 there are no compliance exceptions to report.

Harvey De La Torre, General Manager — Date: 11/06/2025

Hilary Chumpitazi, Treasurer — Date: 11/06/2025

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Long-Term Portfolio Details - Investments
September 30, 2025

Issuer	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Negotiable Certificate Of Deposit									
American Express Bank	02589ADE9	7/20/2022	200,000.00	198,788.00	200,000.00	3.350	3.350	658	7/20/2027
Discover Bank	2546736R2	7/26/2023	250,000.00	255,570.00	250,000.00	4.500	4.500	1,028	7/24/2028
Leaders Credit Union	52171MAN5	8/30/2024	250,000.00	252,370.00	250,000.00	4.000	4.000	1,430	8/30/2029
Magyar Bank	55977RCD3	7/30/2024	250,000.00	253,127.50	250,000.00	4.100	4.100	1,399	7/30/2029
Sallie Mae Bank	7954507A7	7/14/2021	200,000.00	195,602.00	200,000.00	1.000	1.000	287	7/14/2026
State Bank of India	8562852Q3	8/10/2023	250,000.00	258,007.50	250,000.00	4.550	4.550	1,045	8/10/2028
Toyota Financial SGS Bank	89235MPD7	9/27/2022	250,000.00	249,960.00	250,000.00	3.650	3.650	722	9/22/2027
Sub Total			**1,650,000.00**	**1,663,425.00**	**1,650,000.00**	**3.679**	**3.679**	**967**	
US Government Issues									
FHLB	3130ALGR9	3/1/2021	250,000.00	246,915.00	249,990.03	0.850	0.860	57	2/26/2026
Sub Total			**250,000.00**	**246,915.00**	**249,990.03**	**0.850**	**0.860**	**57**	
Corporate Bond									
Bank of America Corp	06048WK41	12/7/2020	250,000.00	248,347.50	250,000.00	1.000	0.800	56	11/25/2025
Barclays Bank	06746CSC4	8/20/2025	250,000.00	250,162.50	250,000.00	4.500	4.500	324	8/20/2030
Citigroup Inc	17292GAL9	9/18/2025	250,000.00	245,180.00	250,000.00	4.500	4.500	353	9/18/2030
Morgan Stanley Fin LLC	61766YKH3	6/29/2022	200,000.00	200,364.00	200,000.00	4.500	4.500	637	6/29/2027
Wells Fargo	95001DLD0	8/18/2025	250,000.00	250,215.00	250,000.00	4.550	4.550	319	8/15/2030
Sub Total			**1,200,000.00**	**1,194,269.00**	**1,200,000.00**	**3.781**	**3.740**	**325**	
Total Investments			**3,100,000.00**	**3,104,609.00**	**3,099,990.03**	**3.490**	**3.475**	**645**	

Total Earnings	Month Ending September	Fiscal Year To Date
Current Year	8,448.24	22,958.93

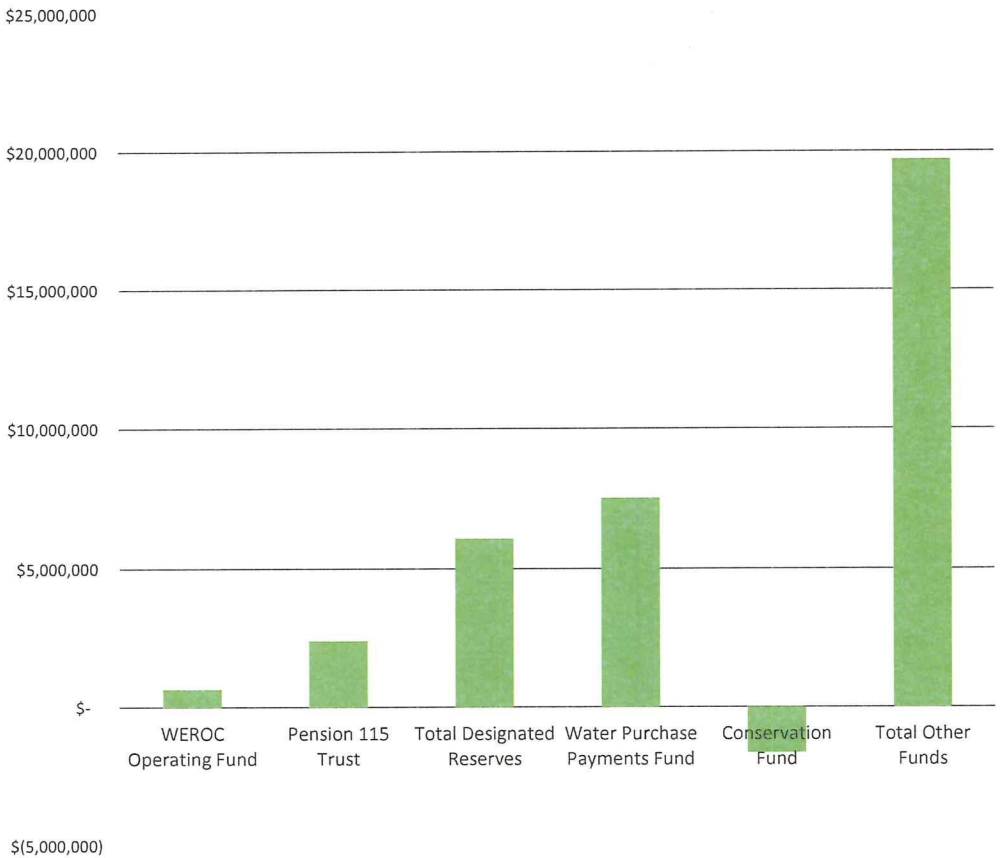
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Short-Term Portfolio Details - Cash and Investments
September 30, 2025

Investments	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Local Agency Investment Funds									
LAIF LGIP	LAIF	6/30/2010	18,558,674.93	18,558,674.93	18,558,674.93	4.212	4.212	1	N/A
Sub Total			**18,558,674.93**	**18,558,674.93**	**18,558,674.93**	**4.212**	**4.212**	**1**	
California Asset Management Program									
CAMP LGIP	CAMP6269	4/1/2025	4,551,908.58	4,551,908.58	4,551,908.58	4.360	4.360	1	N/A
Sub Total			**4,551,908.58**	**4,551,908.58**	**4,551,908.58**	**4.360**	**4.360**	**1**	
Total Investments			**23,110,583.51**	**23,110,583.51**	**23,110,583.51**	**4.241**	**4.241**	**1**	
Cash									
Petty Cash Cash	CASH	7/1/2010	500.00	500.00	500.00	0.000	0.000	1	N/A
US Bank Cash	CASHUSBANK	7/25/2018	224,639.13	224,639.13	224,639.13	0.000	0.000	1	N/A
Pension 115 Trust	PENSION115TRUST	7/31/2018	2,404,382.02	2,404,382.02	2,404,382.02	0.000	0.000	1	N/A
Total Cash			**2,629,521.15**	**2,629,521.15**	**2,629,521.15**	**0.000**	**0.000**	**1**	
Total Cash and Investments			**25,740,104.66**	**25,740,104.66**	**25,740,104.66**	**4.241**	**4.241**	**1**	

Total Earnings	Month Ending September	Fiscal Year To Date
Current Year	111,626.00	266,037.71

Municipal Water District of Orange County
Cash and Investments at September 30, 2025

ALLOCATION	AMOUNT	%
MWDOC		
Restricted Reserves		
WEROC Operating Fund	$ 646,197	2.24%
Pension 115 Trust	2,404,382	8.34%
Total Restricted Reserves	$ 3,050,579	10.58%
Designated Reserves		
Operating Reserve	$ 4,058,262	14.07%
Election Reserve	1,709,967	5.93%
OPEB Reserve	297,147	1.03%
Total Designated Reserves	$ 6,065,376	21.03%
General Operations Fund	$ 13,827,268	47.94%
Water Purchase Payments Fund	7,513,473	26.05%
Conservation Fund	(1,635,384)	-5.67%
Total Other Funds	$ 19,705,357	68.32%
TOTAL MWDOC	$ 28,821,312	99.93%
TRUSTEE ACTIVITIES		
AMP Sales Admin	$ 18,783	0.07%
TOTAL TRUSTEE ACTIVITIES	$ 18,783	0.07%
TOTAL CASH & INVESTMENTS	**$ 28,840,095**	**100.00%**



MUNICIPAL WATER DIST OF ORANGE COUNTY
PARS Post-Employment Benefits Trust

Account Report for the Period
9/1/2025 to 9/30/2025

Hilary Chumpitazi
Accounting Manager
Municipal Water Dist of Orange County
18700 Ward Street, Unit B
Fountain Valley, CA 92708

Account Summary

Source	Balance as of 9/1/2025	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 9/30/2025
OPEB	$3,201,985.20	$0.00	$65,966.77	$1,543.65	$0.00	$0.00	$3,266,408.32
PENSION	$2,664,369.38	$0.00	$54,650.96	$1,227.78	$0.00	$0.00	$2,717,792.56
Totals	$5,866,354.58	$0.00	$120,617.73	$2,771.43	$0.00	$0.00	$5,984,200.88

Investment Selection

Source	
OPEB	Moderate - Strategic Blend
PENSION	Moderate - Strategic Blend

Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

				Annualized Return			
Source	1-Month	3-Months	1-Year	3-Years	5-Years	10-Years	Plan's Inception Date
OPEB	2.06%	4.41%	8.89%	13.11%	7.11%	7.28%	10/26/2011
PENSION	2.05%	4.39%	8.88%	13.13%	7.11%	-	7/31/2018

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

COMBINED FINANCIAL STATEMENTS

AND

BUDGET COMPARATIVE

JULY 1, 2025 THRU SEPTEMBER 30, 2025

Municipal Water District of Orange County
Combined Balance Sheet
As of September 30, 2025

	Amount
ASSETS	
Cash in Bank	225,139.13
Investments	28,614,955.56
Accounts Receivable	33,203,298.98
Accounts Receivable - Other	88,607.00
Accrued Interest Receivable	230,115.79
Water Inventory	622,976.00
Prepaids/Deposits	434,409.96
Leasehold Improvements	7,119,285.04
Furniture, Fixtures & Equipment	1,053,854.50
Less: Accumulated Depreciation	(4,428,618.40)
TOTAL ASSETS	**67,164,023.56**
LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts Payable	37,567,294.98
Accrued Salaries and Benefits Payable	1,004,229.17
Other Liabilities	1,959,800.63
Unearned Revenue	1,072,329.55
TOTAL LIABILITIES	**41,603,654.33**
FUND BALANCES	
Restricted Fund Balances	
WEROC Reserve	581,898.34
Pension 115 Trust	2,404,382.02
Total Restricted Fund Balances	2,986,280.36
Unrestricted Fund Balances	
Designated Reserves	
General Operations	4,058,262.00
Election Expense	1,709,967.00
OPEB	297,147.00
Total Designated Reserves	6,065,376.00
General Fund	7,009,671.19
General Fund Capital	246,408.19
Total Unrestricted Fund Balances	13,321,455.38
Excess Revenue over Expenditure	
Operating Fund	9,071,846.32
Other Funds	180,787.17
TOTAL FUND BALANCES	**25,560,369.23**
TOTAL LIABILITIES AND FUND BALANCES	**67,164,023.56**

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
July 1, 2025 thru September 30, 2025

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
REVENUES						
Retail Connection Charge	0.00	9,939,370.50	9,939,371.00	100.00%	0.00	0.50
Ground Water Customer Charge	0.00	414,371.00	414,371.00	100.00%	0.00	0.00
Water Rate Revenues	**0.00**	**10,353,741.50**	**10,353,742.00**	**100.00%**	**0.00**	**0.50**
Interest Revenue	110,322.26	307,979.19	916,000.00	33.62%	0.00	608,020.81
Subtotal	**110,322.26**	**10,661,720.69**	**11,269,742.00**	**94.60%**	**0.00**	**608,021.31**
Choice Programs	30,565.00	1,217,364.00	1,534,798.00	79.32%	0.00	317,434.00
MWD Revenue - Shared Services	0.00	0.00	297,079.00	0.00%	0.00	297,079.00
Miscellaneous Income	847.69	847.69	5,000.00	16.95%	0.00	4,152.31
School Contracts	29,159.01	401,448.04	511,211.00	78.53%	0.00	109,762.96
Delinquent Payment Penalty	9.12	5,526.08	0.00	0.00%	0.00	(5,526.08)
Transfer-In from Reserve	0.00	0.00	123,869.00	0.00%	0.00	123,869.00
Subtotal	**60,580.82**	**1,625,185.81**	**2,471,957.00**	**65.74%**	**0.00**	**846,771.19**
TOTAL REVENUES	**170,903.08**	**12,286,906.50**	**13,741,699.00**	**89.41%**	**0.00**	**1,454,792.50**

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
July 1, 2025 thru September 30, 2025

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
EXPENSES						
Salaries & Wages	483,078.65	1,423,744.88	5,841,489.00	24.37%	0.00	4,417,744.12
Salaries & Wages - Grant Recovery	(6,578.41)	(6,578.41)	(48,000.00)	(13.71)%	0.00	(41,421.59)
Director's Compensation	22,486.54	64,103.42	281,917.00	22.74%	0.00	217,813.58
MWD Representation	12,753.56	36,582.58	161,096.00	22.71%	0.00	124,513.42
Employee Benefits	147,227.08	442,201.03	1,774,275.00	24.92%	0.00	1,332,073.97
Employee Benefits - Grant Recovery	(982.98)	(982.98)	0.00	0.00%	0.00	982.98
CalPers Unfunded Liability Contribution	0.00	207,000.00	207,000.00	100.00%	0.00	0.00
Director's Benefits	10,122.88	29,854.40	158,371.00	18.85%	0.00	128,516.60
Health Insurance for Retirees	13,932.97	27,152.91	122,517.00	22.16%	0.00	95,364.09
Training Expense	4,344.49	11,919.93	84,445.00	14.12%	0.00	72,525.07
Tuition Reimbursement	0.00	2,554.00	6,500.00	39.29%	0.00	3,946.00
Temporary Help Expense	0.00	0.00	5,000.00	0.00%	0.00	5,000.00
Personnel Expenses	**686,384.78**	**2,237,551.76**	**8,594,610.00**	**26.03%**	**0.00**	**6,357,058.24**
Engineering Expense	36,616.43	129,000.95	570,000.00	22.63%	206,541.99	234,457.06
Legal Expense	18,862.00	71,605.85	260,000.00	27.54%	188,394.15	0.00
Audit Expense	0.00	4,000.00	37,445.00	10.68%	28,445.00	5,000.00
Professional Services	100,528.33	219,440.34	1,597,790.00	13.73%	972,203.20	406,146.46
Professional Fees	**156,006.76**	**424,047.14**	**2,465,235.00**	**17.20%**	**1,395,584.34**	**645,603.52**
Conference - Staff	3,180.00	11,191.00	42,497.00	26.33%	0.00	31,306.00
Conference - Directors	2,499.00	9,244.19	17,155.00	53.89%	0.00	7,910.81
Travel & Accom. - Staff	6,046.83	11,964.99	85,900.00	13.93%	0.00	73,935.01
Travel & Accom. - Directors	756.04	6,692.23	36,625.00	18.27%	0.00	29,932.77
Travel & Conference	**12,481.87**	**39,092.41**	**182,177.00**	**21.46%**	**0.00**	**143,084.59**
Membership/Sponsorship	27,549.00	155,458.70	221,386.00	70.22%	0.00	65,927.30
CDR Support	0.00	18,162.13	72,650.00	25.00%	54,486.41	1.46
Dues & Memberships	**27,549.00**	**173,620.83**	**294,036.00**	**59.05%**	**54,486.41**	**65,928.76**
Business Expense	308.96	1,788.83	5,500.00	32.52%	0.00	3,711.17
Office Maintenance	13,189.96	35,349.28	156,000.00	22.66%	112,904.18	7,746.54
Building Repair & Maintenance	13,382.24	23,485.00	57,200.00	41.06%	14,901.03	18,813.97
Storage Rental & Equipment Lease	74.15	222.45	1,125.00	19.77%	902.55	0.00
Office Supplies	3,825.37	6,309.97	28,000.00	22.54%	2,654.53	19,035.50
Supplies - Water Loss Control	102.84	869.28	4,000.00	21.73%	0.00	3,130.72
Postage/Mail Delivery	595.81	2,068.59	9,450.00	21.89%	986.80	6,394.61
Subscriptions & Books	0.00	3,954.99	10,000.00	39.55%	0.00	6,045.01
Reproduction Expense	3,559.54	5,741.05	108,500.00	5.29%	6,965.65	95,793.30
Maintenance - Computers	962.13	3,472.95	15,850.00	21.91%	0.00	12,377.05
Software Purchase	15,843.93	41,486.00	271,731.00	15.27%	73,632.00	156,613.00
Software Support	0.00	762.50	20,000.00	3.81%	0.00	19,237.50
Computers and Equipment	0.00	7,265.42	45,250.00	16.06%	0.00	37,984.58
Automotive Expense	860.30	2,380.63	11,600.00	20.52%	0.00	9,219.37
Vehicle Expense	810.71	2,487.22	10,000.00	24.87%	0.00	7,512.78
Toll Road Charges	219.10	346.94	950.00	36.52%	0.00	603.06
Insurance Expense	18,360.50	55,396.96	234,150.00	23.66%	0.00	178,753.04
Utilities - Telephone	3,893.08	12,731.29	49,586.00	25.68%	720.18	36,134.53
Bank Fees	0.00	0.00	2,400.00	0.00%	0.00	2,400.00
Miscellaneous Expense	4,631.45	18,452.28	181,200.00	10.18%	7,560.00	155,187.72
MWDOC's Contrb. to WEROC	29,429.04	88,287.16	353,149.00	25.00%	0.00	264,861.84
Depreciation Expense	6,321.92	18,965.55	0.00	0.00%	0.00	(18,965.55)
Other Expenses	**116,371.03**	**331,824.34**	**1,575,641.00**	**21.06%**	**221,226.92**	**1,022,589.74**
Election Expense	0.00	0.00	605,000.00	0.00%	0.00	605,000.00
Capital Aquisition	0.00	6,935.19	25,000.00	27.74%	0.00	18,064.81
Building Expense	0.00	1,988.51	0.00	0.00%	0.00	(1,988.51)
TOTAL EXPENSES	**998,793.44**	**3,215,060.18**	**13,741,699.00**	**23.40%**	**1,671,297.67**	**8,855,341.15**
NET INCOME (LOSS)	**(827,890.36)**	**9,071,846.32**	**0.00**	**0.00%**	**(1,671,297.67)**	**(7,400,548.65)**

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
Water Fund
July 1, 2025 thru September 30, 2025

	Month to Date	Year to Date	Annual Budget	% Used	Budget Remaining
WATER REVENUES					
Water Sales	16,538,597.80	52,667,773.80	175,492,249.00	30.01%	122,824,475.20
Readiness to Serve Charge	1,440,395.00	4,321,185.87	16,934,350.00	25.52%	12,613,164.13
Capacity Charge CCF	364,325.00	1,092,975.00	4,624,125.00	23.64%	3,531,150.00
SCP/SAC Pipeline Surcharge	33,214.90	104,114.78	443,000.00	23.50%	338,885.22
TOTAL WATER REVENUES	**18,376,532.70**	**58,186,049.45**	**197,493,724.00**	**29.46%**	**139,307,674.55**
WATER PURCHASES					
Water Sales	16,538,597.80	52,667,773.80	175,492,249.00	30.01%	122,824,475.20
Readiness to Serve Charge	1,440,395.00	4,321,185.87	16,934,350.00	25.52%	12,613,164.13
Capacity Charge CCF	364,325.00	1,092,975.00	4,624,125.00	23.64%	3,531,150.00
SCP/SAC Pipeline Surcharge	33,214.90	104,114.78	443,000.00	23.50%	338,885.22
TOTAL WATER PURCHASES	**18,376,532.70**	**58,186,049.45**	**197,493,724.00**	**29.46%**	**139,307,674.55**
EXCESS OF REVENUE OVER EXPENDITURE	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
Water Use Efficiency
July 1, 2025 thru September 30, 2025

	Year to Date Actual	Annual Budget	% Used
HECW Rebate Program(3411)			
Revenues	12,107.19	49,236.00	24.59%
Expenses	10,790.00	49,236.00	21.91%
Excess of Revenues over Expenditures	1,317.19	0.00	
CII Rebate Program(3416)			
Revenues	0.00	1,000.00	0.00%
Expenses	0.00	1,000.00	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
Turf Removal Program(3418)			
Revenues	2,825,011.83	5,501,750.00	51.35%
Expenses	2,843,253.64	5,501,750.00	51.68%
Excess of Revenues over Expenditures	(18,241.81)	0.00	
Tree Incentive Program(3420)			
Revenues	14,000.00	50,000.00	28.00%
Expenses	14,000.00	50,000.00	28.00%
Excess of Revenues over Expenditures	0.00	0.00	
Spray To Drip Conversion(3423)			
Revenues	486,679.57	995,000.00	48.91%
Expenses	477,903.53	995,000.00	48.03%
Excess of Revenues over Expenditures	8,776.04	0.00	
Member Agency Administered Pass-Thru (3425)			
Revenues	0.00	75,000.00	0.00%
Expenses	0.00	75,000.00	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
Comprehensive Landscape (CLWUE)(3427)			
Revenues	68,739.53	226,882.88	30.30%
Expenses	68,739.53	226,882.88	30.30%
Excess of Revenues over Expenditures	0.00	0.00	
Framework TAP(3429)			
Revenues	33,417.45	1,222,638.40	2.73%
Expenses	59,341.36	1,222,638.40	4.85%
Excess of Revenues over Expenditures	(25,923.91)	0.00	
Land Design Program(3431)			
Revenues	11,074.00	59,000.00	18.77%
Expenses	12,074.00	59,000.00	20.46%
Excess of Revenues over Expenditures	(1,000.00)	0.00	
WSIP - Industrial Program(3432)			
Revenues	6,441.24	36,250.10	17.77%
Expenses	19,323.72	36,250.10	53.31%
Excess of Revenues over Expenditures	(12,882.48)	0.00	

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
Water Use Efficiency
July 1, 2025 thru September 30, 2025

	Year to Date Actual	Annual Budget	% Used
Recycled Water Program(3433)			
Revenues	2,479.75	62,640.50	3.96%
Expenses	2,479.75	62,640.50	3.96%
Excess of Revenues over Expenditures	0.00	0.00	
Dedicated Irrigation Meters Measurement Project (DIMM)(3439)			
Revenues	7,540.00	70,000.00	10.77%
Expenses	18,858.09	70,000.00	26.94%
Excess of Revenues over Expenditures	(11,318.09)	0.00	
SAWPA-USBR LAM(3440)			
Revenues	0.00	100.00	0.00%
Expenses	0.00	100.00	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
Total WUE Projects			
Revenues	3,467,490.56	8,349,497.88	41.53%
Expenses	3,526,763.62	8,349,497.88	42.24%
Excess of Revenues over Expenditures	(59,273.06)	0.00	
WEROC			
Revenues	441,435.69	710,997.00	62.09%
Expenses	186,841.14	710,997.00	26.28%
Excess of Revenues over Expenditures	254,594.55	0.00	

Item No. 4

CONSENT CALENDAR ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Planning & Operation Committee**

Harvey De La Torre, General Manager

Staff Contact: Rachel Davis, Water Loss Control Programs Manager

SUBJECT: **AWARD OF CONTRACT FOR WATER LOSS CONTROL TECHNICAL ASSISTANCE**

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to enter into a five-year professional services agreement with E Source Companies LLC., effective January 2026, in an amount not to exceed $2.25 million, to provide Choice-based Technical Assistance to Orange County retail water agencies for Water Loss Control regulation compliance, as well as Core-based work group support, regulatory review, and Technical Assistance to MWDOC.

COMMITTEE RECOMMENDATION

The committee concurred with the staff recommendation.

REPORT

Purpose

The purpose of this action is to enter into a new five-year professional services agreement with E Source Companies LLC (E Source), effective January 2026, to continue MWDOC's Water Loss Control Technical Assistance Program. The agreement provides two types of service: (1) Core services, including workgroup and technical support, as well as regulatory guidance funded by MWDOC for regional benefit; and (2) Choice services, including one-on-one technical assistance, funded by individual retail agencies that elect

Budgeted: ☒ Yes ☐ No ☐ N/A		Budgeted amount: FY 25-26 $90,000 Core
Core: ☒	Choice: ☒	Movement between funds: ☐ Yes ☒ No
Action item amount: $450,000 over five-years Core; $1.8 million over five-years Choice		

to participate. Both service types help agencies prepare for the 2028 water loss and Urban Water Use Objective compliance deadlines.

Background

In October 2015 and again in October 2020, the MWDOC Board of Directors authorized staff to implement Water Loss Control Technical Assistance Program to support member agency compliance with Senate Bills 1420 and 555.

Over the past decade, MWDOC's Water Loss Control Program successfully built regional expertise in water loss recovery strategies and in the implementation of those strategies by retail water agencies. All 30 retail agencies in Orange County have participated in at least one Water Loss Control program. The program has validated 277 Annual Water Audits, helping agencies quantify real and apparent losses and identify cost-effective recovery strategies.

There is strong support among the member agencies for continuing the Water Loss Control Workgroup and one-on-one technical assistance. To do so, the MWDOC Administrative Code requires staff to rebid the professional services components of this program, as it will have been in place for two five-year periods at the close of December 2025. Staff propose continuing to offer the Water Loss Control Workgroup and one-on-one technical assistance, as detailed below.

Request for Proposals (RFP) Process

On July 29, 2025, staff released the RFP on the District website and sent the opportunity to 14 qualified consultants, with proposals due August 18, 2025. The RFP requested pricing for four Core Tasks and seven Choice Tasks over a five-year period. One proposal was received from E Source and found to be responsive and complete.

To review the proposal, a proposal evaluation committee (Committee) was formed comprising one MWDOC staff member and retail agency staff members from the City of Fountain Valley, the South Coast Water District, and the City of Fullerton. The Committee concluded unanimously that E Source met the selection criteria.

Although only one proposal was received, E Source is well-qualified to continue this work, as it possesses relevant experience, a highly capable consultant team, reasonable pricing, a strong record of assisting MWDOC and Orange County agencies, and has proposed value-added tasks beyond those defined in the RFP. For these reasons, the Committee recommends that E Source be selected to provide Water Loss Control Technical Assistance for the next five years.

Scope of Work

The scope of Water Loss Technical Assistance services desired over the next five years was broken into Core and Choice components. Core services are funded by MWDOC and provide regional benefits to all agencies. Choice services are funded by individual agencies.

For Component 1, MWDOC will budget $90,000 annually ($450,000 over five years) for Tasks 1 and 2. Tasks 3 and 4 will be budgeted separately as needed.

Component 1 – Technical Assistance to MWDOC	Estimated Cost Per Task:
Task 1: MWDOC Water Loss Control Workgroup Support	Time and materials
Task 2: Water Loss Policy Review	Time and materials
Task 3: Water Balance Validation	$2,700.00
Task 4: Shared Services Technical Support	Time and materials

For Component 2, E Source provided a tiered pricing structure that allows agencies to select the level of support they need. Low-cost options serve agencies with existing expertise, comprehensive data, and the support they need. High-cost options provide more intensive assistance for agencies requiring additional support.

Based on historical participation rates, Component 2 services are projected to cost $1.7 to $1.8 million over five years, paid entirely by participating retail agencies (some using Metropolitan Conservation Credits Program funding). MWDOC incurs no direct costs for Component 2.

Component 2 – One-on-One Technical Assistance to Retail Water Agencies	Estimated Cost Per Task:	
	Low Level of Effort	High Level of Effort
Task 1: Technical Assistance Administration	$2,200.00	$2,200.00
Task 2: Technical Assistance to Compile a Distribution System Water Audit	$11,240.00	$16,360.00
Task 3: Source or Production Meter Volumetric Accuracy Test	$9,270.00	$15,130.00
Task 4: Billing Data Chain Assessment	$19,350.00	$33,510.00
Task 5: Component Analysis		
➢ A. Gap Analysis	$5,560.00	$6,940.00
➢ B. Real Loss Component Analysis	$16,180.00	$29,770.00
➢ C. Apparent Loss Component Analysis	$4,420.00	$19,900.00
Task 6: Water Board Information Order Response, Variance, or Off-Ramp Assistance	$1,450.00 $6,060.00 $8,020.00	$2,900.00 $7,960.00 $13,680.00
Task 7: Water Loss Team Development		
➢ A. Process Maps	$7,560.00	$13,760.00
➢ B. Educational Workshops	$5.520.00	$7,900.00

The Technical Assistance Program is anticipated to evolve over the next five years as agencies advance water loss control activities. As such, the Component 2 Tasks described herein represent the initial tasks for the next five years, and new tasks may be added as needed.

Next Steps

Staff recommends the Board of Directors select Option #1, authorizing the General Manager to enter into a five-year professional services agreement with E Source Companies LLC., in an amount not to exceed $2.25 million, to provide Choice-based Technical Assistance to Orange County retail water agencies for Water Loss Control regulation compliance, as well as Core-based work group support, regulatory review, and Technical Assistance to MWDOC.

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: Staff recommends the Board of Directors authorize the General Manager to enter into a five-year professional services agreement with E Source Companies LLC., effective January 2026, in an amount not to exceed $2.25 million, to provide Choice-based Technical Assistance to Orange County retail water agencies for Water Loss Control regulation compliance, as well as Core-based workgroup support, regulatory review, and Technical Assistance to MWDOC.

Fiscal Impact: This program utilizes a combination of Choice-based member agency funding, budgeted Core-based funding, and Metropolitan Conservation Credits Program funding. Depending on the number of agencies that participate, the Choice-based contract amount could reach $1.8 million over the five years of program implementation. Water Loss Control Technical Core-based assistance to MWDOC would be provided at an annual cost not to exceed $90,000.

Option #2: Take no action.

Fiscal Impact: Member agencies will miss an opportunity to take advantage of Metropolitan funding and lower pricing due to economies of scale.

Attachments/Links:
N/A

Item No. 5

CONSENT CALENDAR ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Planning & Operations Committee**

Harvey De La Torre, General Manager

Staff Contact: Rachel Davis, Water Loss Control Programs Manager

SUBJECT: **UPDATE TO WATER LOSS CONTROL PARTICIPATION AGREEMENTS**

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to execute updated Water Loss Control Participation Agreements with the MWDOC member agencies, City of Anaheim, City of Fullerton, and City of Santa Ana to facilitate Water Loss Control and Shared Services.

COMMITTEE RECOMMENDATION

The committee concurred with the staff recommendation.

REPORT

Purpose

MWDOC currently administers the Water Loss Control Program utilizing two separate agreements: the Technical Assistance Program Agreement (established 2016) and the Shared Services Program Agreement (established 2019). This action consolidates both programs into a single agreement to reduce administrative burden and improve clarity.

The consolidated Participation Agreement reflects current offerings while maintaining MWDOC's ability to provide services and programmatic support to participating agencies and receive reimbursement for program costs. This structure benefits all parties by

Budgeted: ☐ Yes ☐ No ☒ N/A		Budgeted amount: N/A
Core: ☐	Choice: ☒	Movement between funds: ☐ Yes ☒ No
Action item amount: $0		

providing both economies-of-scale services and the ability to collaboratively pursue joint external funding as a contiguous county for many of these activities.

Annually, each participating agency selects which Shared Services activities it wants to participate in and executes an exhibit authorizing the funding. All 30 Orange County Retail Water agencies have participated at some point during the program's history, though participation levels vary widely across agencies and from year to year. Each agency is responsible for monitoring its respective activities under the Water Loss Control Participation Agreement and tracking its total funding obligations.

Discussion

The proposed Water Loss Control Participation Agreement consolidates existing programs into a single five-year agreement, offering several administrative improvements:

- **Aligned schedules**: Both programs operate on the same annual cycle within a five-year term, with aligned program schedules.
- **Reduced burden**: Participating agencies complete one legal review, instead of two, resulting in reduced member agency administrative staff time.
- **Maintained flexibility**: Agencies continue to elect services annually
- **Administrative Code compliance**: Five-year terms align with MWDOC Administrative Code requirements

Currently, the Technical Assistance Agreement has no expiration date, while the Shared Services Agreement expires June 30, 2029. Consolidating these now provides administrative efficiency with no perceived drawbacks.

Program Scope and Participation

MWDOC currently offers eleven different Water Loss Control Shared Services to participating agencies. Three services are performed in-house by MWDOC staff (including the Distribution System Leak Detection Program), and eight are performed by consultants. Table 1 lists all current offerings.

Over the last five years, participating agencies have collectively signed up for $2.6 million in Water Loss Control Shared Services, demonstrating substantial program utilization and value.

Table 1. Water Loss Control Shared Services. Tasks 1, 2, and 4 performed in-house by MWDOC staff; Tasks 3 and 5-11 performed by consultants.

Water Loss Control Shared Services	
Task 1:	Water Audit Validation
Task 2:	Customer Meter Accuracy Testing
Task 3:	Distribution System Leak Detection A. System Survey B. Suspected Leak Investigation
Task 4:	Distribution System Pressure Survey
Task 5:	Technical Assistance Administration
Task 6:	Technical Assistance to Compile a Distribution System Water Audit
Task 7:	Source or Production Meter Volumetric Accuracy Test
Task 8:	Billing Data Chain Assessment
Task 9:	Component Analysis A. Gap Analysis B. Real Loss Component Analysis C. Apparent Loss Component Analysis
Task 10:	Water Board Information Order Response, Variance, or Off-Ramp Assistance
Task 11:	Water Loss Team Development A. Process Maps B. Educational Workshops

Next Steps

Staff recommends the Board of Directors select Option #1, authorizing the General Manager to execute updated five-year Water Loss Control Participation Agreements with the MWDOC member agencies and the Cities of Anaheim, Fullerton, and Santa Ana, consolidating the Water Loss Control Technical Assistance and Shared Services programs.

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: Authorize the General Manager to execute Water Loss Control Participation Agreements with the MWDOC member agencies, City of Anaheim, City of Fullerton, and City of Santa Ana for Water Loss Control Shared Services.

Fiscal Impact: This agreement allows for the invoicing of the participating agencies based on their annual program participation.

Option #2: Take no action.

Fiscal Impact: Member agencies will miss an opportunity to take advantage of Metropolitan funding and lower pricing due to economies of scale. MWDOC no longer receives funding for in-house Water Loss Control Shared Services, such as Distribution System Leak Detection.

Attachments/Links:
N/A

Item No. 6

CONSENT CALENDAR ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Planning & Operations Committee**

Harvey De La Torre, General Manager

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

SUBJECT: **WEROC SHARED FACILITIES USE AGREEMENT WITH EL TORO WATER DISTRICT**

STAFF RECOMMENDATION

Staff recommends that the Board of Directors authorize the General Manager to execute the WEROC Shared Facilities Use Agreement with El Toro Water District.

COMMITTEE RECOMMENDATION

The committee concurred with the staff recommendation.

REPORT

Purpose

To establish a Shared Facilities Use Agreement with El Toro Water District (ETWD) allowing WEROC to securely store and maintain its Mobile Command Vehicle at ETWD's facility, ensuring rapid deployment and enhanced regional emergency response capabilities.

Discussion

WEROC serves as the Operational Area Water and Wastewater Mutual Aid Coordinator for Orange County, providing resource coordination and communication support during emergencies affecting water and wastewater utilities. WEROC recently acquired a

Budgeted: ☐ Yes ☐ No ☒ N/A		Budgeted amount: N/A
Core: ☐	Choice: ☐	Movement between funds: ☐ Yes ☒ No
Action item amount: N/A		

Mobile Command Vehicle (MCV, previously referred to as Mobile EOC). The MCV is a specially equipped resource designed to serve as a mobile hub for communication and coordination during major incidents and emergencies.

As a longstanding partner with ETWD, both agencies are proposing to accommodate WEROC's request to use a portion of ETWD's Main Office campus yard as a designated storage location for the MCV. The vehicle will be housed in a secured parking space adjacent to the rear of ETWD's Field Administration Office. By housing the MCV, ETWD helps ensure that this regional asset is secure and available for rapid deployment in the event of an emergency.

Staff and legal counsel for both agencies worked to develop a facilities use agreement for the subject use of ETWD's property. The key provisions of the agreement include an initial term of ten years from the effective date that may be extended in five-year increments upon mutual written agreement.

Through the agreement, MWDOC/WEROC agrees to indemnify, defend, and hold harmless ETWD, its officers, employees, and agents from claims or damages arising out of WEROC's use of ETWD's facility. ETWD is not liable for loss or damage to WEROC equipment except in cases of gross negligence or intentional misconduct by ETWD. There are no direct costs or revenues associated with this agreement. ETWD is providing the use of its facility at no charge, consistent with its commitment to mutual aid and emergency preparedness.

Next Steps

Staff recommends that the Board of Directors authorize the General Manager to execute the WEROC Shared Facilities Use Agreement with ETWD. Following approval, staff will coordinate with ETWD on site preparation, access, and ongoing maintenance and compliance for the MCV storage location.

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: Authorize the General Manager to execute the WEROC Shared Facilities Use Agreement with El Toro Water District.

Fiscal Impact: There are no fiscal impacts to ETWD or MWDOC, as no facility or service fees are required under the agreement.

Option #2: Decline approval and provide an alternative direction to staff for housing the MCV.

Fiscal Impact: None.

Attachments/Links:
Attachment 1: Shared Facilities Use Agreement with El Toro Water District (ETWD) and the Municipal Water District of Orange County (MWDOC)

SHARED FACILITIES AND HOLD HARMLESS AGREEMENT
USE OF EL TORO WATER DISTRICT PROPERTY FOR
WATER EMERGENCY RESPONSE ORGANIZATION OF ORANGE COUNTY'S
MOBILE COMMAND VEHICLE

This SHARED FACILITIES AND HOLD HARMLESS AGREEMENT (this "Agreement"), dated as of [date], is entered into by and between EL TORO WATER DISTRICT (ETWD), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC) on behalf of the WATER EMERGENCY RESPONSE ORGANIZATION OF ORANGE COUNTY (WEROC).

SECTION 1- RECITALS

WHEREAS, WEROC serves as the Operational Area Water and Wastewater Mutual Aid Coordinator for information sharing and resource coordination when disasters affect the water and wastewater utilities in Orange County. WEROC is a program within MWDOC, and MWDOC provides management oversight for the program in coordination with the other WEROC funding agencies and with WEROC participants;

As a longstanding WEROC participant and dedicated partner ETWD has volunteered a portion of its facility grounds, located at 24251 Los Alisos Boulevard, Lake Forest, California, 92630 ("Facilities"), to serve as a designated storage site for WEROC's Mobile Command Vehicle ("MCV"). The MCV will be stored in a parking space adjacent to the rear entrance of the ETWD Field Administration Office as referenced in Exhibit A. The MCV is a specially equipped vehicle designed to serve as a centralized, mobile hub for communication and coordination. Said Facilities will provide a secure location housing the MCV, ensuring readiness for deployment to emergencies which affect the water and wastewater utilities in Orange County ("Activities");

ETWD and MWDOC on behalf of WEROC, desire to set forth their intentions and understandings as to the terms and conditions for use of the ETWD facility grounds.

SECTION 2- DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

(1) Definitions:

(a) "Agreement" shall have the meaning ascribed to such term in the preamble hereto.

(b) "Facility" or "Facilities" shall mean facility grounds to be provided by or on Behalf of ETWD to WEROC pursuant to the terms and conditions of this Agreement.

(c) "Owner" shall mean ETWD who owns facility grounds located at 24251 Los Alisos Boulevard, Lake Forest, California, 92630, to be provided to WEROC.

(d) "Parties" shall mean ETWD and MWDOC on behalf of WEROC.

(e) "User" shall mean employees, agents, or representatives of WEROC who has requested the use and access of the facility grounds located at 24251 Los Alisos Boulevard, Lake Forest, California, 92630.

SECTION 3- FACILITIES AND SERVICES

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

WEROC has requested the use of the facility located at 24251 Los Alisos Boulevard, Lake Forest, California, 92630, for the purpose of safe storage for the MCV.

SECTION 4-TERMS AND CONDITIONS

(1) Assumption of Risk

The User acknowledges and assumes all risks associated with the use of the facility, including but not limited to risks of injury, property damage, or loss.

(2) Indemnification and Hold Harmless

(a) Liability:

MWDOC/WEROC agrees to indemnify, defend, and hold harmless the Owner (ETWD), its officers, employees, agents, and representatives from any and all claims, liabilities damages, losses, or expenses arising out of or related to:

(i) MWDOC/WEROC use of the facility;

(ii) Any acts or omissions by the User, its employees, agents, contractors, participants, or guests; or

(iii) Any accidental injury or damage occurring during the use of the facility.

(b) Exclusions

This Agreement does not absolve the Owner from liability for acts of gross negligence or intentional misconduct.

ETWD shall not be liable for loss or damage to WEROC equipment, materials, caused by burglary, vandalism, fire, water damage, rodents, wind, earth movement or other natural or human causes other than the willful or intentional acts of ETWD's employees, officers or agents. MWDOC/WEROC shall be responsible for all their own employees', officers' or agents' activities while using the space allocated for WEROC use.

SECTION 5- INSURANCE REQUIREMENT

User agrees to provide a Certificate of Insurance evidencing general liability coverage with minimum limits of coverage, and Automotive Liability Insurance.

SECTION 6- COMPLIANCE WITH LAWS

User agrees to comply with all applicable laws, regulations, and ordinances during their use of the facility.

SECTION 7- TERM AND TERMINATION

The term of this Agreement shall be from [date] (“Effective Date”) to the date which is ten (10) years from the Effective Date (“Term”), unless earlier terminated as provided herein. Said Term may be extended for additional terms of five (5) years each (“Extended Term(s)”) upon the mutual written agreement of both Parties, in their sole discretion, prior to expiration of the Term or any Extended Term which may be in effect. Both Parties have the right to terminate this Agreement at any time, for any reason or no reason, upon six (6) months prior written notice to the other Party. In the event of said termination by ETWD, it is the intention of the Parties that ETWD will, if possible, afford WEROC a reasonable amount of time to secure an alternative MCV storage location for relocation.

SECTION 8- USE AND FEES

Upon the Effective Date, no Facility/Service Fee shall be due or payable by MWDOC to ETWD.

SECTION 9- ACKNOWLEDGMENT

AUTHORIZED REPRESENTATIVE: MWDOC represents and warrants that it is the Authorized Representative of WEROC and that it is authorized by WEROC and its participants to execute this Agreement on their behalf.

IN WITNESS WHEREOF, each of the Parties hereto has caused this instrument to be executed by its respective officials theretofore duly authorized by the legislative body thereof. By signing below, the Parties agree to the terms outlined in this Agreement.

El Toro Water District	Municipal Water District of Orange County
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

Item No. 7

CONSENT CALENDAR ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Administration & Finance Committee**

Harvey De La Torre, General Manager

Staff Contact: Heather Baez, Director of Governmental Affairs

SUBJECT: **AWARD OF CONTRACT FOR FEDERAL ADVOCACY SERVICES**

STAFF RECOMMENDATION

Staff recommends the Board of Directors award a 3-year contract, with the option to renew for two additional years, to Natural Resources Results (NRR) in an amount not to exceed $96,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide federal advocacy services and authorize the General Manager to execute the contract.

COMMITTEE RECOMMENDATION

The committee concurred with the staff recommendation.

REPORT

Purpose

The purpose of this item is to seek Board approval to award a contract for federal legislative advocacy services.

Discussion

Pursuant to Section 8000 of the Administrative Code, "It is MWDOC's policy that purchasing and contracting shall be conducted in a fair, open, and transparent manner so as to maximize benefits to MWDOC. All contracts should be reviewed and re-bid at

Budgeted: ☒ Yes ☐ No ☐ N/A		Budgeted amount: $96,000 plus $3,000 travel
Core: ☒	Choice: ☐	Movement between funds: ☐ Yes ☒ No
Action item amount: $96,000 plus $3,000 travel		

least every five (5) years, except in situations with documented significant benefits to MWDOC." The Federal legislative advocacy services contract was competitively bid in 2020; therefore, a competitive Request for Proposals (RFP) process was completed.

With this in mind, staff led the effort in preparing and issuing a RFP for federal advocacy services under the schedule below:

RFP PROJECT TIMELINE	
Task Item	**Completion Date**
1. MWDOC completion of draft in-house RFP	September 16
2. Issue Draft RFP to Potential Consultants (issued to 11 firms)	September 18
3. Closing date for submittal of comments and questions by Consultants and Agencies	October 1
4. Proposals Due (8 proposals were received)	October 15 5:00 PM
5. Review panel to review and discuss potential interviews	October 19
6. Interviews with firms	October 27-29
7. Review panel rankings due	October 30
8. Recommendation to the Administration & Finance Committee	November 12
9. Authorization by MWDOC Board	November 19
10. Contract starts	January 1, 2026

Proposal Evaluation Process

On September 18th, staff released an RFP seeking a qualified firm to provide federal advocacy services (Attachment 1). As outlined, the scope of services sought, in part, an individual or firm to consult, monitor, and lobby to engage MWDOC in developing a strong legislative presence in Washington, D.C., to assist with regulatory matters, including consulting to represent MWDOC as its liaison with regulatory agencies.

The RFP was sent directly to 11 firms and posted on the MWDOC website. Eight (8) proposals were received by the closing date:

- Carpi & Clay, Inc
- Cassidy & Associates
- CMF Advocates
- HB Strategies
- Ice Miller
- Natural Resource Results
- The CrisCom Company
- Water Strategies LLC

All eight proposals received met the initial qualifying criteria and were reviewed by the internal review panel, consisting of Harvey De La Torre, Melissa Baum-Haley, Heather

Baez, and two representatives from MWDOC member agencies: Christine Compton from the Irvine Ranch Water District and Fernando Paludi from Trabuco Canyon Water District.

The internal review panel convened to review and rank the proposals and approach. From there, three firms were “shortlisted” for interviews. The quality of the proposals was high, and the interviews highlighted both common elements and distinct differences between the shortlisted firms. The members of the review panel met upon completion of all interviews to discuss the qualifications of each firm and independently ranked them. Proposals were evaluated based on firm qualifications, bipartisan Congressional and agency relationships, California water sector experience, approach to scope of work, demonstrated successes, and cost of services. Based on the combined rankings, Natural Resource Results (NRR) was unanimously selected.

Selected Firm Overview

NRR was unanimously selected based on several key differentiators that position them to effectively advance MWDOC's federal advocacy priorities. NRR has served as MWDOC's federal advocate since 2021, developing strong institutional knowledge of the District's unique role in Southern California water management and establishing productive working relationships with MWDOC staff and Board members.

The firm brings deep California water policy expertise, demonstrated through their successful representation of similar clients, including the Colorado River Board of California, Sonoma Water, and the Sites Project Authority, for whom they secured $780 million in federal funding. NRR's bipartisan approach and direct experience with MWDOC's key priorities, including their instrumental role in the bipartisan passage of the Colorado River Drought Contingency Plan Authorization Act of 2019, provide continuity and proven effectiveness.

The team's combination of Congressional committee experience (Sara Tucker's former role as Senior Professional Staff Member on the Senate Energy and Natural Resources Committee covering Bureau of Reclamation issues) and legislative office experience (Garrett Durst's work with Congressman Garamendi on California water policy and the WIIN Act) offers both strategic policy insight and practical advocacy capabilities essential to representing MWDOC's interests in Washington, D.C.

Next Steps

Staff recommends the Board of Directors award a 3-year contract, effective January 1, 2026, with the option to renew for two additional years, to NRR, for an amount not to exceed $96,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide federal legislative advocacy services and authorize the General Manager to execute the contract.

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: Award a 3-year contract, with the option to renew for two additional years, to Natural Resources Results (NRR), for an amount not to exceed $96,000 per year, plus preapproved travel expenses not to exceed $3,000 per year, to provide federal legislative advocacy services and authorize the General Manager to execute the contract.

Fiscal Impact: In fiscal year 2025-26, $96,000 is budgeted for federal advocacy services, and $3,000 for federal advocacy travel expenses. The proposed amount matches the amount budgeted.

Option #2: Do not award a contract to Natural Resource Results to provide federal advocacy services.

Fiscal Impact: MWDOC would not have representation in Washington, D.C. in 2026 and beyond, to advocate at the legislative and regulatory level on federal issues of importance to MWDOC and its member agencies.

Attachments/Links:
Attachment 1: Federal Government Advocacy Services RFP

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC)

REQUEST FOR PROPOSALS (RFP)

TO PROVIDE
FEDERAL GOVERNMENT ADVOCACY SERVICES

RFP No. GA2025-001

Proposals Due: 5:00 pm PDT, October 15, 2025
(via email to acrespi@mwdoc.com)
Electronic submittals only

Questions for clarification by email only are due by: October 1, 2025

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SECTION 1 – NOTICE TO PROPOSERS

Proposals for RFP No. GA2025-001 Federal Government Advocacy Services, as described herein, will be accepted until **Wednesday, October 15 at 5:00 p.m.** Proposals must be submitted by email only to acrespi@mwdoc.com.

Please note – keep the size of the electronic copy to less than 15 megabytes to allow emailing. Failure to meet this requirement will be grounds for rejecting your proposal.

SECTION 2 – INTRODUCTION AND OVERVIEW

I. PURPOSE OF THE REQUEST FOR PROPOSALS

The Municipal Water District of Orange County (MWDOC or District) is seeking proposals from qualified firms or individuals (referred to herein as Proposers, Contractors, or Consultants) for services to consult, monitor, and lobby to engage MWDOC in developing a strong legislative presence in Washington, D.C., to assist on regulatory issues, and to represent MWDOC as its liaison with regulatory agencies.

> **The purpose of this Request for Proposals (RFP) is to solicit proposals from the current contractor as well as other qualified firms/Consultants with a proven track record in advocacy/lobbying at the federal level to assist MWDOC in developing and successfully pursuing its legislative and regulatory priorities.**

The successful firm will be awarded a three-year contract with an option for two single-year renewals.

This RFP describes the District, the required scope of services, the contractor selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

II. DISTRICT OVERVIEW

MWDOC is a wholesale water supplier serving nearly 3.2 million Orange County residents through 27 retail water agencies. MWDOC's service area covers all of Orange County except for the cities of Anaheim, Fullerton, and Santa Ana. As a wholesale water supplier and resource planning agency, MWDOC's efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness.

Orange County water supply and system reliability varies from one location in the county to another. Some areas have abundant local supplies, whereas others rely almost entirely on imported water supplies. This requires strategic and collaborative regional coordination to ensure supply and system reliability for the county. Overall, local water supplies meet nearly half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through the Metropolitan Water District of Southern California. MWDOC delivers this water to its 27 member agencies (local water agencies and city water departments), which provide retail water services to the public. MWDOC is governed by an elected, seven-member Board of Directors. Additional information about MWDOC is available at www.mwdoc.com.

III. **PROJECT TIMELINE**

The following table identifies and estimates the dates/timeframe for receipt, evaluation, award, and implementation of this work. Please note these key dates when preparing your response to this RFP.

Description	**Date**
Release of RFP to Consultants	September 18, 2025
Deadline for Written Questions Regarding RFP	October 1, 2025
Responses to Written Questions Posted on Website	No later than October 8, 2025
Proposal Due Date	October 15, 2025
Proposal Review/Shortlist Consultants	October 16-22, 2025
Consultant Interviews (Tentative, if needed)	October 29, 2025
Final Consultant Selection (Board approval)	November 19, 2025
Contract Execution	December 2025
Contract Duration (Initial term shown, with option for two single-year renewals thereafter)	January 1, 2026 – December 31, 2028

SECTION 3 – SCOPE OF WORK

I. **FEDERAL GOVERNMENT ADVOCACY SERVICES**

MWDOC seeks a federal advocate/lobbying firm to develop and execute an effective federal advocacy strategy plan. The scope of work for such support services includes the following:

1. Represent MWDOC's interests with congressional offices, the executive branch, and agencies such as (but not limited to): Department of Interior, U.S. Bureau of Reclamation, U.S. Army Corps of Engineers, Environmental Protection Agency, and the Department of Energy.

2. Establish an active presence and day-to-day involvement in the political, regulatory, and legislative arenas on behalf of MWDOC.

3. Actively support MWDOC's efforts to strengthen relationships with the congressional delegation representing the region and the legislative staff in both Orange County and Washington, D.C. offices.

4. Help MWDOC create common ground and strategic alliances with other key, influential members of Congress representing areas outside Orange County.

5. Provide legislative tracking, analysis, and advocacy, including but not limited to:

a) Monitor and report on legislative initiatives of interest that may promote or hinder MWDCOC's goals or interests
b) Provide strategic guidance and recommendations to assist MWDOC in maximizing its policy influence and achieving its legislative and regulatory goals/objectives
c) Advocate on legislation, proposed rulemaking and regulations, and other federal issues in response to formal positions taken by MWDOC
d) Attend congressional and/or other public hearings and provide information regarding those hearings as they may affect MWDOC
e) Seek opportunities for MWDOC Board or staff to testify at congressional hearings on water matters, regulatory items, emergency response and water security, water use efficiency, and other items related to MWDOC's expertise and interests
f) Assist with the preparation of legislative and regulatory correspondence, written testimony and/or talking points for congressional hearings, and other legislative or regulatory activities
g) Work with advocates representing MWDOC's member agencies (including Orange County Water District) and the Metropolitan Water District of Southern California (MWD) and assist MWDOC with coordination and collaboration on legislative, regulatory, and federal funding matters among these agencies.

6. Interact with and represent MWDOC in front of regulatory agencies, monitor important regulatory issues, and collaborate with other water advocacy associations and agencies to develop new federal funding opportunities and secure federal funding for MWDOC and its member agencies via lobbying efforts.

7. Prepare a monthly written federal legislative report and additional written bill or regulatory analyses (as requested) for MWDOC's Joint Workshop (JWS) Board Meeting (typically scheduled for the first Wednesday of each month) and assist staff in securing topical guest speakers for the JWS Board meeting (as requested).

8. Attend and be prepared to actively participate, including providing a brief oral report and answering questions, during MWDOC's monthly JWS Board meetings.

9. Attend and actively participate (as requested) in water advocacy association meetings/events, legislative working groups, and other groups related to

MWDOC's interests. Brief written reports/meeting summaries shall be prepared and emailed in a timely manner to MWDOC.

10. Assist in developing legislative and regulatory strategies and policy principles for the MWDOC Board's consideration that provide the basis for MWDOC's legislative and regulatory positions. Policy positions and strategies will be proactively prepared to represent the interests of MWDOC and its member agencies, as well as reactively prepared, as needed, to respond to legislation introduced, considered, or amended when Congress is in session.

11. Assist in developing strategies to successfully implement MWDOC's legislative program and to acquire federal funding for MWDOC and member agency projects.

12. Assist with coordination and interface with House and Senate offices and regulatory agencies. Participate in crafting itineraries, reviewing and editing MWDOC-prepared collateral briefing materials, and facilitating meetings between MWDOC Board members and staff and the Orange County congressional delegation, their key committee staff, representatives of the executive branch, and federal agencies.

13. Comply with all applicable legal registering and reporting requirements.

SECTION 4 – PROPOSAL REQUIREMENTS

I. PROPOSAL ELEMENTS

The proposal's emphasis should be on responding to the requirements set forth herein. Proposers must demonstrate their capabilities, background, expertise, and experience for the District to evaluate the proposals effectively. The proposal should be concise, well-organized, and demonstrate the Consultant's understanding of the District's advocacy needs.

The Proposal should be organized as follows. Please use the section headings and sub-headings listed in bold below.

1. **Proposal Contents** – Proposals shall contain the following specific information and be no longer than ten pages (excluding a cover letter and resumes):
   a. **Cover Letter -** The cover letter shall provide a summary of the services to be provided. The cover letter must be signed by an authorized officer or employee of the firm who has the authority to negotiate and contractually bind the organization.

The title of the authorized officer or employee, their name, address, e-mail, and phone and fax numbers must be included. The District intends to correspond only with the respondent's authorized officer or employee for all correspondence regarding this RFP. Submitting accurate and updated contact information is the responsibility of the respondent. Obligations committed by such signatures shall be binding.

b. **Background Information**
   i. Legal name, address, and telephone and fax numbers of the principal office (national headquarters) and local office. If services are provided from additional locations, provide this information for these sites also.

   ii. Year established.

   iii. Type of organization (partnership, corporation, etc.).

   iv. Name, title, address, e-mail, and telephone and fax numbers of the person to whom correspondence shall be directed.

   v. Description of the scope of services provided by the firm.

   vi. Description of any relevant pending litigation or litigation against the firm, or any of its proposed sub-consultants, that was settled in the past three years.

c. **Organization**
   i. Provide an organizational chart indicating names, job titles, functional roles, and responsibilities of proposed staff involved with the contract, including the project manager in charge of the engagement and the firm principal overseeing the engagement (if different than the project manager).

   ii. Describe how the responding firm is organized to provide the required services.

d. **Work Plan/Technical Approach/Project Management –** Submit a work plan for each task for carrying out the scope of services described in this RFP, including strategy, tools, techniques, critical path items, and decision points, that reflects an understanding of the District's requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm's approach to each major task area.

e. **Project Team and Resumes** - Indicate the Project Team by name and title, i.e., the individual(s) who would be assigned overall responsibility for performing the services and identify the project manager. The project manager will serve as the principal lobbyist/point of contact and should guarantee his/her availability. Provide a project team organizational chart indicating the primary role and responsibility of each team member. The proposal should clearly associate specific staff with work

tasks, estimate the percentage of time they will be available to the project, and provide their qualifications. Submit resumes for each identified individual, including prime personnel, and their key qualifications and experience that make them suited for their proposed assignment on the project. Every effort should be made to ensure that staff resources identified in the proposal will be available for the project in the event that an agreement is awarded to your firm.

f. **Qualifications and Experience** – Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience in working with elected officials, committees, and various regulatory agencies.

g. **Client References -** A list of three to five former clients and representative services undertaken in the last two years, demonstrating experience relevant to this RFP. Include with each reference the contact person's name, title, address, phone number, and email address. In addition, provide information on the cost of the services provided, dates of engagement, description of services, and the member(s) of the proposed team providing the services.

   Additionally, please provide a list of all the services your firm has performed for the District in the past three (3) years, if applicable.

h. **Cost/Pricing Information** - One of the areas on which your firm will be evaluated is your cost for performing the scope of services, including, without limitation, the cost for consulting services plus an estimated annual lump sum budget for travel and other direct expenses. The proposed price and cost basis for the price shall be stated as a monthly fixed fee, plus an estimated yearly lump sum for travel and other direct costs. The fixed monthly fee and estimated yearly lump sum travel and expense budget shall remain constant for the three-year initial term of the contract and for the two optional one-year extensions.

i. **Current Clients** – Please provide a complete list of current clients. This will be evaluated to determine potential conflicts of interest.

2. **Acceptance of District Standard Consultant Agreement and Insurance Requirements -** Please note that the successful firm will be expected to execute the District's Standard Consultant Agreement and to provide evidence of the required insurance, as well as demonstrate that it has no Conflicts of Interest. A completed W9 form may also be required. These do not need to be attached to your firm's proposal at this time. However, the proposal shall include a statement that you have reviewed the District's Standard Consultant Agreement and the General Insurance Requirements, and, if selected, your firm will execute said Agreement; your firm and any sub-consultants will fulfill the insurance requirements; and your firm will provide the required insurance documents as well as the additional insured endorsements as specified.

   If you require any changes to the District's Standard Consultant Agreement, please

include in your proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

Any questions related to the scope of work, proposal requirements, or selection process must be submitted, in writing, and shall be directed to Angela Crespi, District Secretary at acrespi@mwdoc.com. To be given consideration, **questions must be received by 5:00 p.m. on October 1, 2025**. All questions asked by Proposers and answers provided in response will be posted no later than October 8, 2025 to MWDOC's website at https://www.mwdoc.com/rfps-rfqs/

Under no circumstances may the Proposer contact any other staff member or Board Member of MWDOC or its member agencies (or the cities of Santa Ana, Fullerton, or Anaheim) to discuss this RFP or clarify any requirements herein. Failure to comply with this requirement may be grounds for immediate disqualification.

II. SUBMITTAL REQUIREMENTS

1. To facilitate the evaluation process, **an electronic file of the proposal shall be provided** using PDF format with search capability**.**

2. The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Consultant.

3. Any changes or addenda to a submitted proposal must be received by the submittal deadline.

III. TERMS AND CONDITIONS

1. MWDOC and local water agencies may make such investigations as are deemed necessary to determine the ability of the Proposer to provide the goods and/or service as specified. The Proposer shall furnish to MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award.

1. MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal presented that it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest price.

2. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of MWDOC.

3. MWDOC reserves the right to request additional information from prospective Consultants prior to final selection and to consider information about a firm other than that submitted in the proposal.

5. Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

SECTION 5 – SELECTION PROCESS

I. PROPOSAL REVIEW PROCESS

1. An evaluation committee, consisting of MWDOC and neighboring industry representatives, will review and score the proposals received in response to this RFP.
2. If deemed necessary by the evaluation committee, interviews with short-listed Consultants will be conducted on October 29, 2025, via Zoom. (It is highly recommended that all applicants reserve this date in advance.)
3. The evaluation committee will recommend a firm to fulfill the requirements of this RFP. The recommendation will be made to the General Manager and Board of Directors. MWDOC may, in its sole discretion, choose to reject some or all of the Consultants at any point during the selection process.
4. This Request for Proposals does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of Proposals, or to proceed with the project. MWDOC reserves the right to reject any or all Proposals, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Proposal or portion of any Proposal presented which it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest price.
5. Upon approval by the Board of Directors, MWDOC will enter into negotiations with the selected Consultant(s) and execute an agreement.

II. SELECTION CRITERIA

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Qualifications and experience of the firm and project manager (lobbyist/point of contact).
2. Demonstration of bi-partisan relationships with Members of Congress, staff, Committee staff, and key federal agency personnel (Department of Interior, EPA, etc.).
3. Understanding of the District, its functions, and mission. Experience representing municipal clients in California and/or the Southern California water sector is highly desirable.
4. Management Plan and approach to Scope of Work.

5. Prior history of successes for similar clients and projects (i.e., appropriations process, workarounds for the earmark moratorium, etc.).
6. Compliance with standard District terms and conditions and insurance requirements.
7. Cost of services.

EXHIBIT A – MWDOC SERVICE AREA MAP

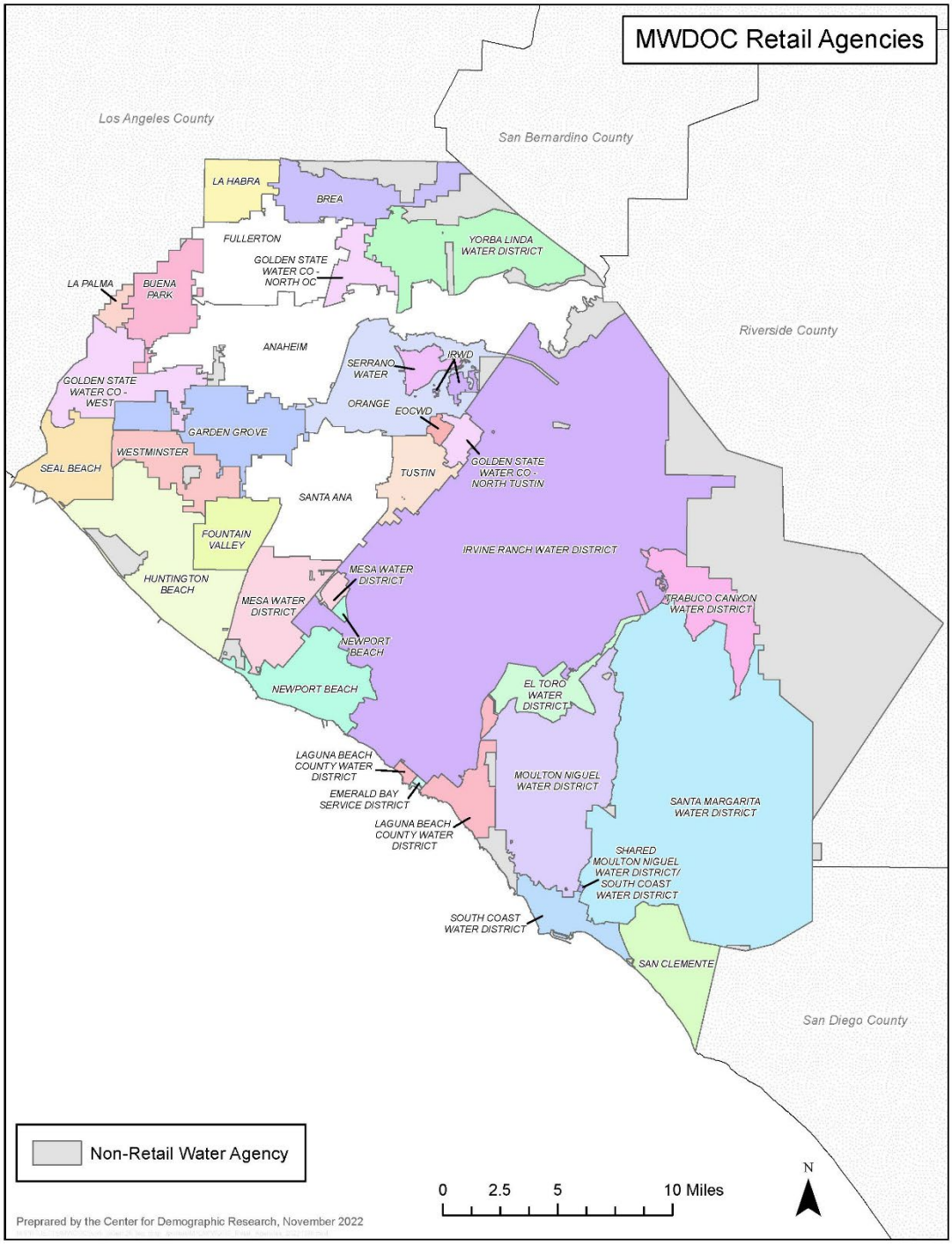


EXHIBIT B - STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated _____ which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, _____ hereinafter referred to as "**CONSULTANT"** for _____hereinafter referred to as **"SERVICES**."[1] **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the **"PARTIES"** and individually as **"PARTY"**. The **PARTIES** agree as follows:

VI PURPOSE AND SCOPE OF WORK

A. Consulting Work

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

B. Independent Contractor

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

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

C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit**

"B," it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B." DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES.**

VI TERM

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

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

A. Budgeted Amount for Services

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

B. Fees

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

C. Notification Clause

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

Notices shall be made as follows:

Municipal Water District of Orange County	Company Name
Harvey De La Torre	Contact Name
General Manager	Title
18700 Ward Street, P.O. Box 20895	Address
Fountain Valley, CA 92708	City, State Zip
	Phone Number

D. Billing and Payment

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

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

E. Billing Records

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

VI DOCUMENTS

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

VI TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

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

A. Workers' Compensation Insurance

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

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

B. Professional Liability Insurance

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

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

C. Other Insurance

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

DISTRICT, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

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

D. Expiration of Coverage

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

VII INDEMNIFICATION

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

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

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

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

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with

legal counsel reasonably acceptable to **DISTRICT** and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

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

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

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

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

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

IX PERMITS AND LICENSES

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

X LABOR AND MATERIALS

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

Only those **SERVICES,** materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid.

CONSULTANT agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES, unless agreed upon and listed in Exhibit "B"**.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

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

C. Protections to Ensure Control Over Materials

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

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

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

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

such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

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

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

XIII EQUAL OPPORTUNITY

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

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

XIV INTEGRATION OF ALL OTHER AGREEMENTS

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

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or

process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

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

XVI ATTORNEYS' FEES

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

XVII JURISDICTION AND VENUE SELECTION

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

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

APPROVED BY:	**CONSULTANT ACCEPTANCE:**
Date	Date
Harvey De La Torre General Manager Municipal Water District of Orange County 18700 Ward Street, P.O. Box 20895 Fountain Valley, CA 92708 (714) 963-3058	Contact Name Title Company Name Address City, State Zip Phone Number Tax I.D. #

EXHIBIT "A"

ETHICS POLICY	§7100-§7110

§7100 PURPOSE

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

§7101 RESPONSIBILITIES OF BOARD MEMBERS

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading for false information is prohibited.

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.*

2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.*

3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.*

4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.

5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

Motion - 7/21/93; Motion - 8/18/93;

§7106 USE OF CONFIDENTIAL INFORMATION

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

EXHIBIT "B"

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

Company:
Name:
Address:
Phone:
Tax I.D. #

1. Term – Commencement (Insert Date) ___Termination (Insert Date)

2. Fees/Rates to be billed - $

3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed $___. **CONSULTANT's** fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

   Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list "refer to Exhibit ")

5. Consultant Representative:

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

Item No. 8

CONSENT CALENDAR ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Administration & Finance Committee**

Harvey De La Torre, General Manager

Staff Contact: Heather Baez, Director of Governmental Affairs

SUBJECT: **AWARD OF CONTRACT FOR STATE ADVOCACY SERVICES**

STAFF RECOMMENDATION

Staff recommends the Board of Directors award a 3-year contract, with the option to renew for two additional years, to West Coast Advisors, in an amount not to exceed $102,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide state legislative advocacy services and authorize the General Manager to execute the contract.

COMMITTEE RECOMMENDATION

The committee concurred with the staff recommendation.

REPORT

Purpose

The purpose of this item is to seek Board approval to award a contract for state advocacy services.

Discussion

Pursuant to Section 8000 of the Administrative Code, "It is MWDOC's policy that purchasing and contracting shall be conducted in a fair, open, and transparent manner so as to maximize benefits to MWDOC. All contracts should be reviewed and rebid at

Budgeted: ☒ Yes ☐ No ☐ N/A		Budgeted amount: $96,000 plus $3,000 travel
Core: ☒	Choice: ☐	Movement between funds: ☐ Yes ☐ No
Action item amount: $102,000 plus $3,000 travel		

least every five (5) years, except in situations with documented significant benefits to MWDOC." The state advocacy services contract last went out for competitive bid in 2020; therefore, a competitive Request for Proposals (RFP) process was implemented.

With this in mind, staff led the effort in preparing and issuing an RFP for state advocacy services under the schedule below:

RFP PROJECT TIMELINE	
Task Item	**Completion Date**
1. MWDOC completion of draft in-house RFP	September 16
2. Issue Draft RFP to Potential Consultants (issued to 13 firms)	September 18
3. Closing date for submittal of comments and questions by Consultants and Agencies	October 1
4. Proposals Due (4 proposals were received)	October 15 5:00 PM
5. Review panel to review and discuss potential interviews	October 19
6. Interviews with firms	October 27-28
7. Review panel rankings due	October 30
8. Recommendation to the Administration & Finance Committee	November 12
9. Authorization by MWDOC Board	November 19
10. Contract starts	January 1, 2026

Proposal Evaluation Process

On September 18th, staff released an RFP seeking a qualified firm to provide state advocacy services (Attachment 1). As outlined, the scope of services sought, in part, an individual or firm for services to consult, monitor, and lobby to engage MWDOC in developing and maintaining a strong legislative presence in Sacramento, to assist on regulatory issues, and to represent MWDOC as its liaison with regulatory agencies.

The RFP was sent directly to 13 firms and posted on the MWDOC website. Four (4) proposals were received by the closing date:

- California Strategies & Advocacy
- Nossaman LLP
- The CrisCom Company
- West Coast Advisors

All four proposals received met the initial qualifying criteria and were reviewed by the internal review panel, consisting of Harvey De La Torre, Melissa Baum-Haley, Heather Baez, and two representatives from MWDOC member agencies: Christine Compton

from the Irvine Ranch Water District and Fernando Paludi from Trabuco Canyon Water District.

The internal review panel convened to review and rank the proposals and approach. From there, three firms were “shortlisted” for interviews. The quality of the proposals was high, and the interviews highlighted both common elements and distinct differences between the shortlisted firms. The members of the review panel met upon completion of all interviews to discuss the qualifications of each firm and independently ranked them.

Proposals were evaluated based on firm qualifications and project manager experience, bipartisan relationships with legislators and state agencies, understanding of MWDOC and Southern California water sector experience, approach to scope of work, demonstrated successes, compliance with District requirements, and cost of services. Based on the combined rankings, West Coast Advisors was unanimously selected.

Selected Firm Overview

West Coast Advisors was unanimously selected based on their extensive California water policy expertise and proven track record of legislative success for similar agencies. WCA brings over 35 years of specialized experience in water, wastewater, and recycled water advocacy in Sacramento, with robust credentials in representing urban water agencies. The firm's deep institutional knowledge is demonstrated through significant recent accomplishments, including securing over $600 million in state budget funding for recycled water projects (2021-2023), securing $450 million in dedicated Integrated Regional Water Management (IRWM) funding for the Santa Ana region over 20 years.

West Coat Advisor's team, led by President Michael Boccadoro (40+ years of experience including seven years as a senior legislative consultant) and Vice President Beth Olhasso (former Inland Empire Utilities Agency staff), maintains strong bipartisan relationships throughout the Legislature, Governor's office, and key regulatory agencies including the State Water Resources Control Board, Department of Water Resources, and California Water Commission.

The firm's active participation in key water associations—including the Association of California Water Agencies (ACWA) Monday Morning Lobby Group, Metropolitan Water District's Legislative Coordinators calls, and Southern California Water Coalition efforts, positions them to effectively coordinate regional advocacy efforts and leverage strategic alliances on behalf of MWDOC.

Next Steps

Staff recommends the Board of Directors award a 3-year contract, effective January 1, 2026, with the option to renew for two additional years, to West Coast Advisors, for an amount not to exceed $102,000 per year, plus preapproved travel expenses not to exceed $3,000/year, to provide state legislative advocacy services and authorize the General Manager to execute the contract.

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: Award a 3-year contract, with the option to renew for two additional years, to West Coast Advisors, for an amount not to exceed $102,000 per year, plus preapproved travel expenses not to exceed $3,000 per year, to provide state legislative advocacy services and authorize the General Manager to execute the contract.

Fiscal Impact: In fiscal year 2025-26, $96,000 is budgeted for state advocacy services, and $3,000 for state advocacy travel expenses. This contract would be an increase of $6,000 over the budgeted amount.

Option #2: Do not award a contract to West Coast Advisors to provide state advocacy services.

Fiscal Impact: MWDOC would not have representation in Sacramento in 2026 and beyond, resulting in a loss of advocacy services at the legislative and regulatory levels on state issues important to MWDOC and its member agencies.

Attachments/Links:
Attachment 1: State Government Advocacy Services RFP

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC)

REQUEST FOR PROPOSALS (RFP)

TO PROVIDE
STATE GOVERNMENT ADVOCACY SERVICES

RFP No. GA2025-002

Proposals Due: 5:00 pm PDT, October 15, 2025
(via email to acrespi@mwdoc.com)
Electronic submittals only

Questions for clarification by email only are due by: October 1, 2025

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SECTION 1 – NOTICE TO PROPOSERS

Proposals for RFP No. GA2025-002 – State Government Advocacy Services, as described herein, will be accepted until **Wednesday, October 15 at 5:00 p.m.** Proposals must be submitted by email only to acrespi@mwdoc.com.

Please note – keep the size of the electronic copy to less than 15 megabytes to allow emailing. Failure to meet this requirement will be grounds for rejecting your proposal.

SECTION 2 – INTRODUCTION AND OVERVIEW

I. PURPOSE OF THE REQUEST FOR PROPOSALS

The Municipal Water District of Orange County (MWDOC or District) is seeking proposals from qualified firms or individuals (Proposers, Contractors) for services to consult, monitor, and lobby to engage MWDOC in developing and maintaining a strong legislative presence in Sacramento, to assist on regulatory issues, and to represent MWDOC as its liaison with regulatory agencies.

> **The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms/Consultants with a proven track record in advocacy/lobbying at the state level to assist MWDOC in developing and successfully pursuing its legislative and regulatory priorities.**

The successful firm will be awarded a three-year contract with an option for two single-year renewals.

This RFP describes the District, the required scope of services, the contractor selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

II. DISTRICT OVERVIEW

MWDOC is a wholesale water supplier serving nearly 3.2 million Orange County residents through 27 retail water agencies. MWDOC's service area covers all of Orange County except for the cities of Anaheim, Fullerton, and Santa Ana. As a wholesale water supplier and resource planning agency, MWDOC's efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness.

Orange County water supply and system reliability varies from one location in the county to another. Some areas have abundant local supplies, whereas others rely almost entirely on imported water supplies. This requires strategic and collaborative regional coordination to ensure supply and system reliability for the county. Overall, local water supplies meet over half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through the Metropolitan Water District of Southern California. MWDOC delivers this water to its 27 member agencies (local water agencies and city water departments), which provide retail water services to the public. MWDOC is governed by an elected, seven-member Board of Directors. Additional information about MWDOC is available at www.mwdoc.com.

III. **PROJECT TIMELINE**

The following table identifies and estimates the dates/timeframe for receipt, evaluation, award, and implementation of this work. Please note these key dates when preparing your response to this RFP.

Description	**Date**
Release of RFP to Consultants	September 18, 2025
Deadline for Written Questions Regarding RFP	October 1, 2025
Responses to Written Questions Posted on Website	No later than October 8, 2025
Proposal Due Date	October 15, 2025
Proposal Review/Shortlist Consultants	October 16-22, 2025
Consultant Interviews (Tentative, if needed)	October 27 - 28, 2025
Consultant Selection (Board approval)	November 19, 2025
Contract Execution	December 2025
Contract Duration (Initial term shown, with option for two single-year renewals thereafter)	January 1, 2026 – December 31, 2028

SECTION 3 – SCOPE OF WORK

I. **STATE GOVERNMENT ADVOCACY SERVICES**

MWDOC seeks a state advocate/lobbying firm to develop and execute an effective state advocacy strategy plan. The scope of work for such support services includes the following:

1. Represent MWDOC's interests with the Governor's Office, legislators and staff, state agencies (i.e., Department of Water Resources, California Environmental Protection Agency, Natural Resources Agency), Boards (i.e., State Water Resources Control Board), commissions, and legislative bodies.

2. Establish an active presence and day-to-day involvement in the political, regulatory, and legislative arenas on behalf of MWDOC.

3. Actively support MWDOC's efforts to strengthen relationships with the legislative delegation representing the region and with the legislative staff in both the Orange County and Sacramento offices.

4. Help MWDOC create common ground and strategic alliances with other key, influential members of the legislature representing areas outside Orange County.

5. Provide legislative tracking, analysis, and advocacy, including, but not limited to:

a) Monitor and report on legislative initiatives of interest that may promote or hinder MWDOC's goals or interests
b) Provide strategic guidance and recommendations to assist MWDOC in maximizing its policy influence and achieving its legislative and regulatory goals/objectives
c) Advocate on legislation, proposed regulations, and other issues in response to formal positions taken by MWDOC
d) Attend legislative and/or public hearings, testify when needed (as requested), and provide information regarding those hearings as they may affect MWDOC
e) Assist with the preparation of legislative and regulatory correspondence, written testimony, and/or talking points for hearings and other legislative activities
f) Work with advocates representing MWDOC's member agencies (including Orange County Water District) and the Metropolitan Water District of Southern California (MWD) and assist MWDOC with coordination and collaboration on legislative and regulatory matters among these agencies.

6. Interact with and represent MWDOC in front of regulatory agencies, monitor important regulatory issues, and assist in securing state grant funds or loans for MWDOC and its member agencies via lobbying efforts.

7. Prepare a monthly written state legislative report and additional written bill or regulatory analyses (as requested) for MWDOC's Joint Workshop (JWS) Board Meeting (typically scheduled for the first Wednesday of each month) and assist staff in securing topical guest speakers for the JWS Board meeting (as requested).

8. Attend and be prepared to actively participate, including providing a brief oral report and answering questions, during MWDOC's monthly JWS Board meetings.

9. Attend and actively participate (as requested) in statewide water association meetings/events, legislative working groups, and other groups related to MWDOC's interests. Brief written reports/meeting summaries shall be prepared and emailed in a timely manner to MWDOC.

10. Assist in developing legislative and regulatory strategies and policy principles for the MWDOC Board's consideration that provide the basis for MWDOC's legislative and regulatory positions. Policy positions and strategies will be proactively prepared to represent the interests of MWDOC and its member

agencies, as well as reactively prepared, as needed, to respond to legislation introduced, considered, or amended during the session.

11. Assist in developing strategies to successfully implement MWDOC's legislative program and to assist with the acquisition of grant and loan funding (as requested) for MWDOC, its member agencies, and MWD projects.

12. Assist with coordination and interface with state legislative and other offices. Participate in crafting itineraries, reviewing and editing MWDOC-prepared collateral briefing materials, and facilitating meetings between MWDOC Board members and staff and the Sacramento legislative delegation and staff and various regulatory agencies, boards, or commissions.

13. Comply with all applicable legal registering and reporting requirements.

SECTION 4 – PROPOSAL REQUIREMENTS

I. PROPOSAL ELEMENTS

The proposal's emphasis should be on responding to the requirements set forth herein. Proposers must demonstrate their capabilities, background, expertise, and experience for the District to evaluate the proposals effectively. The proposal should be concise, well-organized, and demonstrate the Consultant's understanding of the District's advocacy needs.

The Proposal should be organized as follows. Please use the section headings and sub-headings listed in bold below.

1. **Proposal Contents** – Proposals shall contain the following specific information and be no longer than ten pages (excluding a cover letter and resumes):
   a. **Cover Letter -** The cover letter shall provide a summary of the proposer's approach to providing the requested services. The cover letter must be signed by an authorized officer or employee of the firm who has the authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone and fax numbers must be included. The District intends to correspond only with the respondent's authorized officer or employee for all correspondence regarding this RFP. Submitting accurate and updated contact information is the responsibility of the respondent. Obligations committed by such signatures shall be binding.

b. **Background Information**

   i. Legal name, address, and telephone and fax numbers of the principal office (national headquarters) and local office. If services are provided from additional locations, provide this information for these sites also.

   ii. Year established.

   iii. Type of organization (partnership, corporation, etc.).

   iv. Name, title, address, e-mail, and telephone and fax numbers of the person to whom correspondence shall be directed.

   v. Description of the scope of services provided by the firm.

   vi. Description of any relevant pending litigation or litigation against the firm, or any of its proposed sub-consultants, that was settled in the past three years.

c. **Organization**

   i. Provide an organizational chart indicating names, job titles, functional roles, and responsibilities of proposed staff involved with the contract, including the project manager in charge of the engagement and the firm principal overseeing the engagement (if different than the project manager).

   ii. Describe how the responding firm is organized to provide the required services.

d. **Work Plan/Technical Approach/Project Management –** Submit a work plan for each task for carrying out the scope of services described in this RFP, including strategy, tools, techniques, critical path items, and decision points, that reflects an understanding of the District's requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm's approach to each major task area.

e. **Project Team and Resumes** - Indicate the Project Team by name and title, i.e., the individual(s) who would be assigned overall responsibility for performing the services, and identify the project manager. The project manager will serve as the principal lobbyist/point of contact and should guarantee his/her availability. Provide a project team organizational chart indicating the primary role and responsibility of each team member. The proposal should clearly associate specific staff with work tasks, estimate the percentage of time they will be available for the project, and provide their qualifications. Submit resumes for each identified individual, including prime personnel, and their key qualifications and experience that make them suited for their proposed assignment on the project. Every effort should be made to ensure that staff resources identified in the proposal will be available for the project in the event that an agreement is awarded to your firm.

f. **Qualifications and Experience** – Describe the firm's qualifications for performing

similar, relevant, or related services. Identify the team's experience in working with elected officials, committees, and various regulatory agencies.

g. **Client References -** A list of three to five former clients and representative services undertaken in the last two years, demonstrating experience relevant to this RFP. Include with each reference the contact person's name, title, address, phone number, and email address. In addition, provide information on the cost of the services provided, dates of engagement, description of services, and the member(s) of the proposed team providing the services.

   Additionally, please provide a list of all services your firm has provided for the District in the past three (3) years, if applicable.

h. **Cost/Pricing Information** One of the areas on which your firm will be evaluated is your cost for performing the scope of services, including, without limitation, the cost for consulting services plus an estimated annual lump sum budget for travel and other direct expenses. The proposed price and cost basis for the price shall be stated as a monthly fixed fee, plus an estimated yearly lump sum for travel and other direct costs. The fixed monthly fee and estimated yearly lump sum travel and expense budget shall remain constant for the three-year initial term of the contract and for the two optional one-year extensions.

i. **Current Clients** – Please provide a complete list of current clients. This will be evaluated to determine potential conflicts of interest.

2. **Acceptance of District Standard Consultant Agreement and Insurance Requirements -** Please note that the successful firm will be expected to execute the District's Standard Consultant Agreement and to provide evidence of the required insurance, as well as demonstrate that it has no Conflicts of Interest. A completed W9 form may also be required. These do not need to be attached to your firm's proposal at this time. However, the proposal shall include a statement that you have reviewed the District's Standard Consultant Agreement and the General Insurance Requirements, and, if selected, your firm will execute said Agreement; your firm and any sub-consultants will fulfill the insurance requirements; and your firm will provide the required insurance documents as well as the additional insured endorsements as specified.

   If you require any changes to the District's Standard Consultant Agreement, please include in your proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

Any questions related to the scope of work, proposal requirements, or selection process must be submitted, in writing, and shall be directed to Angela Crespi, Board Secretary at acrespi@mwdoc.com. To be given consideration, **questions must be received by 5:00 p.m. on October 1, 2025**. All questions asked by Proposers and answers provided in response will be posted no later than October 8, 2025 to MWDOC's website at https://www.mwdoc.com/rfps-rfqs/

Under no circumstances may the Proposer contact any other staff member or Board Member of MWDOC or its member agencies (or the cities of Santa Ana, Fullerton, or Anaheim) to discuss this RFP or clarify any requirements herein. Failure to comply with this requirement may be grounds for immediate disqualification.

II. SUBMITTAL REQUIREMENTS

1. To facilitate the evaluation process, **an electronic file of the proposal shall be provided** using PDF format, with search capability**.**
2. The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Consultant.
3. Any changes or addenda to a submitted proposal must be received by the submittal deadline.

III. TERMS AND CONDITIONS

1. MWDOC and local water agencies may make such investigations as are deemed necessary to determine the ability of the Proposer to provide the goods and/or service as specified. The Proposer shall furnish to MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award.

1. MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal presented that it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest price.

2. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of MWDOC.

3. MWDOC reserves the right to request additional information from prospective Consultants prior to final selection and to consider information about a firm other than that submitted in the proposal.

5. Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

SECTION 5 – SELECTION PROCESS

I. PROPOSAL REVIEW PROCESS

1. An evaluation committee, consisting of MWDOC and industry representatives, will review and score the proposals received in response to this RFP.
2. If deemed necessary by the evaluation committee, interviews with short-listed Consultants will be conducted on October 27-28, 2025. (It is highly recommended that all applicants reserve this date in advance.)
3. The evaluation committee will recommend a firm to fulfill the requirements of this RFP. The recommendation will be made to the General Manager and Board of Directors. MWDOC may, in its sole discretion, choose to reject some or all of the Consultants at any point during the selection process.
4. This Request for Proposals does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of Proposals, or to proceed with the project. MWDOC reserves the right to reject any or all Proposals, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Proposal or portion of any Proposal presented which it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest price.
5. Upon approval by the Board of Directors, MWDOC will enter into negotiations with the selected Consultant(s) and execute an agreement.

II. SELECTION CRITERIA

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Qualifications and experience of the firm and project manager (lobbyist/point of contact).
2. Demonstration of bi-partisan relationships with legislators, staff, committee staff, the administration, regulatory boards, and state agencies.
3. Understanding of the District, its functions, and mission. Experience representing municipal clients in the Southern California water sector is highly desirable.
4. Management Plan and approach to Scope of Work.
5. Prior history of successes for similar clients and projects.
6. Compliance with standard District terms and conditions and insurance requirements.
7. Cost of services.

EXHIBIT A – MWDOC SERVICE AREA MAP

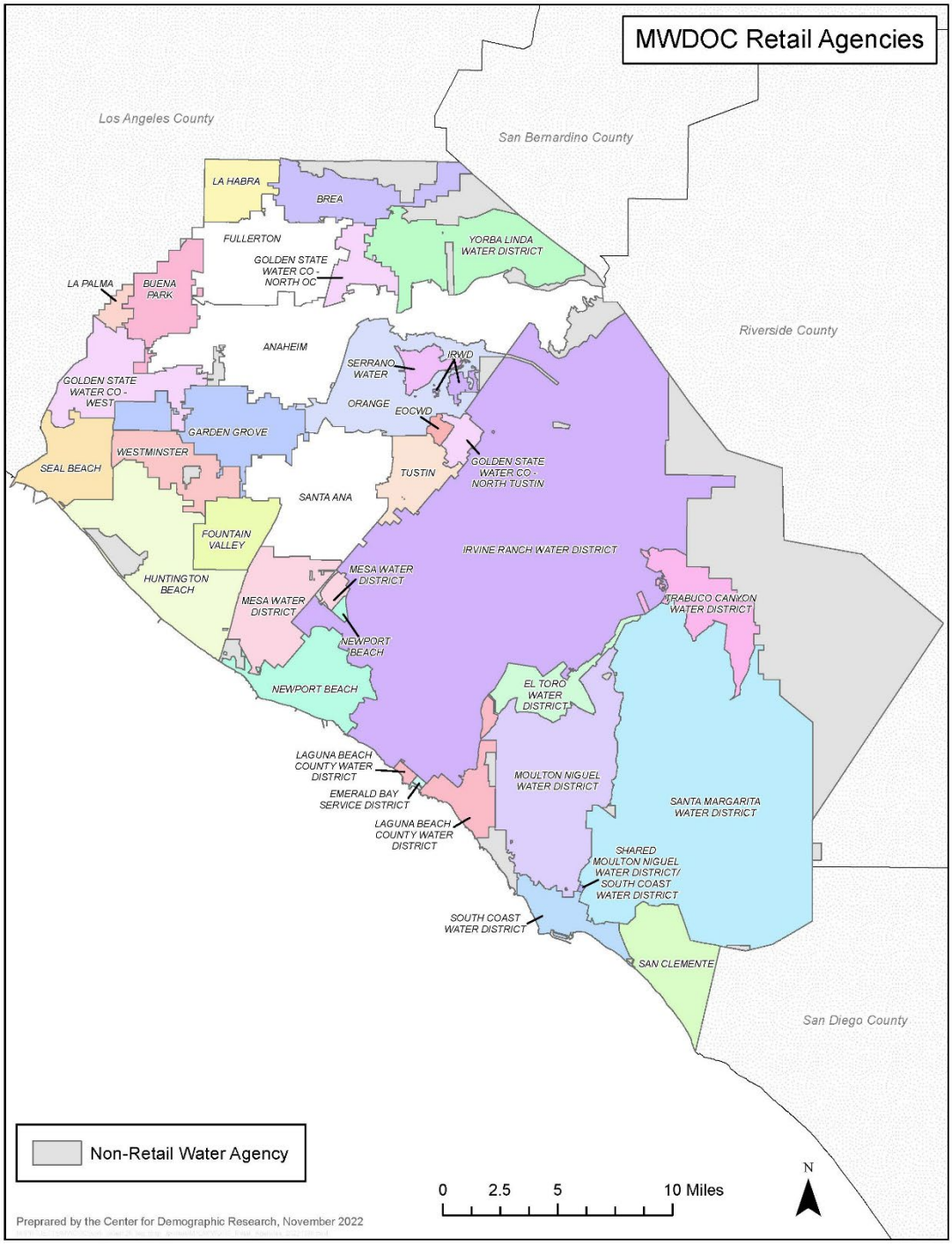


EXHIBIT B - STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated _____ which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, _____ hereinafter referred to as "**CONSULTANT"** for _____hereinafter referred to as **"SERVICES**."[1] **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the **"PARTIES"** and individually as **"PARTY"**. The **PARTIES** agree as follows:

VI PURPOSE AND SCOPE OF WORK

A. Consulting Work

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

B. Independent Contractor

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

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

C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit**

"B," it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B." DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES.**

VI TERM

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

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

A. Budgeted Amount for Services

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

B. Fees

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

C. Notification Clause

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

Notices shall be made as follows:

Municipal Water District of Orange County	Company Name
Harvey De La Torre	Contact Name
General Manager	Title
18700 Ward Street, P.O. Box 20895	Address
Fountain Valley, CA 92708	City, State Zip
	Phone Number

D. Billing and Payment

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

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

E. Billing Records

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

VI DOCUMENTS

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

VI TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

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

A. Workers' Compensation Insurance

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

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

B. Professional Liability Insurance

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

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

C. Other Insurance

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

DISTRICT, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

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

D. Expiration of Coverage

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

VII INDEMNIFICATION

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

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

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

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

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with

legal counsel reasonably acceptable to **DISTRICT** and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

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

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

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

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

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

IX PERMITS AND LICENSES

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

X LABOR AND MATERIALS

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

Only those **SERVICES,** materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid.

CONSULTANT agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES, unless agreed upon and listed in Exhibit "B"**.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

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

C. Protections to Ensure Control Over Materials

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

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

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

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

such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

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

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

XIII EQUAL OPPORTUNITY

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

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

XIV INTEGRATION OF ALL OTHER AGREEMENTS

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

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or

process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

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

XVI ATTORNEYS' FEES

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

XVII JURISDICTION AND VENUE SELECTION

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

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

APPROVED BY:	**CONSULTANT ACCEPTANCE:**
Date	Date
Harvey De La Torre General Manager Municipal Water District of Orange County 18700 Ward Street, P.O. Box 20895 Fountain Valley, CA 92708 (714) 963-3058	Contact Name Title Company Name Address City, State Zip Phone Number Tax I.D. #

EXHIBIT "A"

ETHICS POLICY	§7100-§7110

§7100 PURPOSE

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

§7101 RESPONSIBILITIES OF BOARD MEMBERS

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading for false information is prohibited.

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.*

2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.*

3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.*

4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.

5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

Motion - 7/21/93; Motion - 8/18/93;

§7106 USE OF CONFIDENTIAL INFORMATION

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

EXHIBIT "B"

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

Company:
Name:
Address:
Phone:
Tax I.D. #

1. Term – Commencement (Insert Date) ___Termination (Insert Date)

2. Fees/Rates to be billed - $

3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed $___. **CONSULTANT's** fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

   Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list "refer to Exhibit ")

5. Consultant Representative:

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

Item No. 10

ACTION ITEM
November 19, 2025

TO: **Board of Directors**

FROM: **Bob McVicker, President**

Staff Contact: Joseph, Byrne, District Counsel
Angela Crespi, District Secretary

SUBJECT: **CONSIDERATION OF APPOINTMENT OF MWDOC-MET DIRECTOR**

PRESIDENT'S RECOMMENDATION

The President of the Board recommends the MWDOC Board of Directors consider all candidates and adopt a resolution to appoint a new representative for MWDOC to the Board of Directors of Metropolitan Water District of Southern California.

REPORT

Purpose

As a result of Director Larry Dick's upcoming resignation from the Metropolitan Water District of Southern California (MET) Board, it is necessary to appoint a successor. This item presents all candidates who have formally expressed interest in the position for the MWDOC Board's consideration.

Background

After serving with distinction as one of the MWDOC representatives on the Board of Directors of Metropolitan (MWDOC-MET Director) for 22 years, Director Larry Dick announced at the October 15th Regular MWDOC Board Meeting his intent to resign from his position following the selection and appointment of his replacement. Attachment 1 is a copy of the official resignation letter. Director Dick held one of the two seats retained by the MWDOC Board, of the four seats that comprise the MWDOC delegation.

Discussion

In accordance with Administrative Code Section 1500 (Attachment 2), the MWDOC Board President, with the consent and approval of the MWDOC Board, shall appoint MWDOC-MET Directors to serve at their pleasure.

At the October 16th Executive Committee Meeting, President McVicker outlined the process for receiving candidate names and qualifications. He requested that all members of the MWDOC Board who wish to present themselves as a candidate submit a letter of interest. He requested that the letter minimally outline their qualifications, as detailed in Section 1500 of the Administrative Code, and include any additional information that they would like to submit for consideration.

Letters of interest were due to the District Counsel and District Secretary no later than November 10th, so that they could be included and posted in the agenda packet for this meeting. Listed in alphabetical order, Directors Crane and Nederhood submitted letters of interest for the position, and all letters of interest and supporting documentation are hereby presented for consideration (Attachments 3 and 4).

Next Steps

As President of the Board, I recommend the MWDOC Board of Directors consider all candidates and adopt a resolution (Attachment 5) to appoint a new representative for MWDOC to the Board of Directors of Metropolitan Water District of Southern California.

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: Consider all candidates and adopt a resolution to appoint a new representative for MWDOC to the Board of Directors of Metropolitan Water District of Southern California.

Fiscal Impact: No direct fiscal impact. Funding to support the MWDOC-MET Director position is included in the MWDOC and Metropolitan budgets.

Option #2: Take no action. If no action is taken, the Board would need to clarify and confirm Director Dick's continued willingness to serve in the position until a successor is successfully appointed.

Fiscal Impact: No direct fiscal impact. Funding to support the MWDOC-MET Director position is included in the MWDOC and Metropolitan budgets.

Attachments:
Attachment 1: Letter of Resignation
Attachment 2: MWDOC Administrative Code Section 1500
Attachment 3: Director Crane Letter of Interest
Attachment 4: Director Nederhood Letter of Interest
Attachment 5: Draft Resolution

October 15, 2025

Bob McVicker, Board President
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA 92708

Dear President McVicker:

After thoughtful reflection, I am writing to formally resign my position as a Metropolitan Water District Board Member representing the Municipal Water District of Orange County, upon the Board's selection of my successor.

My journey on the Metropolitan Board began on August 12, 2003, and these past 22 years have been gratifying. Throughout my tenure, I've been fortunate to work with exceptional professionals dedicated to Southern California's water reliability. Looking back, I take pride in our collaborative work on initiatives such as water storage programs and water resource acquisition that will benefit our region for generations to come.

The time has come to pass the torch and allow the opportunity for others to represent the MWDOC Board at Metropolitan. While I will continue serving on the MWDOC Board, this transition allows me to refocus my energies on Orange County issues, while maintaining my commitment to responsible water management in our region.

In the coming weeks, I commit to facilitating a seamless handover of representation. I stand ready to thoroughly brief my successor on current projects, issues, and Board obligations to ensure MWDOC's representation at Metropolitan remains strong and consistent.

I extend my appreciation to the MWDOC Board for the trust placed in me throughout these years. The collaboration with my Metropolitan colleagues and the tireless support from staff at both Metropolitan and MWDOC have made this service meaningful and productive.

Respectfully submitted,



Larry D. Dick
Metropolitan Director, MWDOC Representative

cc: MWDOC Board of Directors
MWDOC-MET Delegation
Harvey De La Torre, General Manager

MWDOC MET DIRECTORS	§1500-§1505

MWDOC appoints Directors to the Board of Directors of Metropolitan Water District of Southern California (MET). These Directors are appointed to serve at the pleasure of the Board. MWDOC/MET Directors' workshop meetings are held monthly to encourage exchange of ideas and information between the MWDOC Board and the MET Directors. Generally, the MWDOC Board avoids giving explicit direction on voting to the MET Directors, but may do so at any time.

§1500 APPOINTMENT OF MET DIRECTORS

A. APPOINTMENT PROCESS

The President of the MWDOC Board, with the consent and approval of the Board, shall appoint MET Directors to serve at the pleasure of the Board.

1. REVIEW OF CANDIDATES

The President of the Board will receive names and qualifications of proposed candidates submitted by MWDOC Directors for two (2) of the four (4) seats retained by the MWDOC Board. In addition, for the other two (2) seats, the President of the Board shall request the Member Agencies to nominate in writing a candidate or candidates of their choosing. The request for nominations shall alternate between the North County agencies and the South County agencies, in the absence of agreement to some other process. The nomination by the Member Agencies shall be determined by “one agency, one vote” process. Once filled, the seats will be designated as the “South County Seat” and the “North County Seat” and the nomination for the designated seat shall be from that region.

2. SELECTION

To assist in the selection of a candidate, the President of the Board may appoint a Special Committee of the Board to interview and/or discuss the list of potential candidates. The Committee shall submit its recommendation to the President and the Board. The MWDOC Board shall retain a minimum of two (2) of the four (4) available MWDOC seats on the MET Board.

3. TERM OF OFFICE

The MWDOC Board shall appoint its MET Directors to serve at the pleasure of the Board.

B. QUALIFICATION OF CANDIDATES

The following guidelines shall be used to evaluate the qualifications of MET Director candidates:

1. AREA OF REPRESENTATION

MET emphasizes that MET Directors are required to consider problems and issues from the standpoint of their Metropolitan responsibility (i.e., a Southern California regional perspective). In addition, MWDOC requires that the candidate(s) shall represent the interests of the entire MWDOC service area in carrying out the responsibilities of a MET Director. While the candidate(s) will be nominated from a specific geographical area of Orange County, the Director must represent the interest of the entire MWDOC and MET service areas.

2. MEETING ATTENDANCE

The candidate shall be able to regularly attend the meetings related to the duties of being a MET Director and is expected to allot adequate time to prepare for and participate in the activities associated with the position. If a candidate is employed, the candidate must submit evidence of approval from his employer that the time commitments are allowed.

3. LEADERSHIP AND ACTIVITIES

The candidate should plan to participate actively in the affairs of MET, representing the interest of MWDOC. The candidate shall have a broad base of acquaintanceship and support within Orange County, as the candidate needs to be able to call upon supporting groups who have knowledge of subject matter on a broader regional and/or national basis. The candidate's field of expertise should be an avenue for seeking support of experts in those special areas when the endeavor is within the MWDOC and MET framework. The candidate is expected to be an active, credible representative of MWDOC.

4. RESIDENCE

The candidate shall be a resident of Orange County and must reside within the MWDOC service area.

5. INCOMPATIBILITY OF OFFICE

It is the position of the MWDOC Board of Directors that the candidate they approve and appoint as a MET Director must correct potential incompatible office conditions prior to assuming the MET Director role. Such conditions would include the public offices of Director, City Council Member, or Mayor of one of the MWDOC Member Agencies. Incompatibility also would apply to City Managers and General Managers as principal executive officers of member agencies. Candidates would not need to resign the incompatible office to be nominated or

tentatively selected as a MET Director. However, the candidate would need to resign the incompatible office, as defined by the MWDOC Board, with an effective date prior to being sworn in as a MET Director.

M-6/17/15

§1501 REQUEST BY MWDOC MET DIRECTORS TO SEEK ELECTED OFFICE AT MET

A MWDOC/MET Director desiring to seek any elected office of the MET board shall first obtain concurrence of the MWDOC Board.

Motion – 4/21/93; Motion – 5/27/98; Motion – 1/20/99; Ord. No. 46-12/6/00

§1502 MET DIRECTORS' COMPENSATION

The amount of compensation to be received by MET Directors shall be identical to that set forth for MWDOC Board Members in Section 1400 of this Code. MET Directors shall submit a Compensation Voucher complying with the submittal timelines described under Section 2206. The Compensation Vouchers shall be approved by the MWDOC Board President. In the absence of the MWDOC Board President, any member of the MWDOC Executive Committee or Administration & Finance Committee may approve the Compensation Vouchers. The maximum number of days for which a MET Director may receive compensation shall not exceed 10 in any calendar month in addition to any days for which the MET Director may be compensated as a MWDOC Director.

Ord. 38 - 3/7/90; Ord 40 - 12/9/92; R1472 - 12/9/92; 11/15/95; R1552 – 1/17/96; R1572 – 12/18/96; R1596 – 12/17/97; Ord. 47- 4/18/01; Ord. 54 – 4/17/19

§1503 MET DIRECTOR LEAVING STATE

MET Directors shall notify the Secretary of the Board of their request to be absent from the State for 60 days or more, at least 7 days prior to the meeting of the Board, when possible. The Secretary shall place the request on the Consent Calendar of the agenda of the Board for its consideration. In the event there is insufficient time for the MET Director to provide said request or there is insufficient time to agendize said request prior to the departure of the MET Director, the Secretary shall notify the President and Vice President and agendize the matter for consideration by the Board as soon as possible.

MET Directors should notify the Secretary of expected absences from the State of less than 60 days at least 3 days prior to departure when possible.

R1253 - 1/23/85;

§1504 CHANGE IN RESIDENCE OF MET DIRECTORS OUTSIDE BOUNDARIES OF MWDOC SERVICE AREA

If a MWDOC MET Director moves his or her residence, as defined in Section 244 of the

Government Code, outside the boundaries of the MWDOC service area, and if within 180 days of the move or the effective date of this section, the MET Director fails to reestablish a place of residence within MWDOC's service area, the MWDOC Board shall presume that a permanent change of residence has occurred and the MET Director at issue is no longer eligible for appointment to that position.

M-9/21/09

§1505 LEAVE OF ABSENCE FOR MET DIRECTORS

For good cause, the MWDOC Board may authorize a leave of absence for a MWDOC MET Director of up to 90 days. Such an approval must be obtained prior to requesting a leave of absence from the MET Board.

M-9/21/09

§ 1506 MWDOC MET DIRECTOR DELEGATION PROTOCOL

The Leader of the MWDOC MET delegation, who is designated to speak on behalf of the MWDOC MET delegation and coordinate votes at MET, will be the elected MWDOC Director on the MET Board with the most seniority at MET. Should another member of the MWDOC MET delegation be elected as Chairman of the MET Board, they shall assume the position as Leader of the MWDOC MET delegation.

The Leader of the MWDOC MET delegation is responsible for preserving the decorum of the delegation at MET, and shall chair the MWDOC MET delegation Caucus meetings, and all other meetings prior to MET's monthly board and committee meetings. In consultation with other members of the MWDOC MET delegation, the Leader will have the ability to select the time and location of all Caucus meetings of the MWDOC MET delegation.

M-6/17/15

November 5, 2025

Dear President and Members of the MWDOC Board:

I submit my nomination to serve as one of MWDOC's representatives on the Metropolitan Water District of Southern California Board.

Metropolitan stands at a pivotal moment, aligning near-term budget discipline with long-term regional water reliability. MET's October 14 financial briefing to the Board projected that maintaining current system integrity alone could require an 18 percent cost increase in the next biennium—before accounting for any major new supply projects. Meeting this challenge will require disciplined governance that balances affordability, sustainability, and reliability.

I support Metropolitan's effort to shape CAMP4W into a framework linking financial, operational, and reliability planning in a transparent, data-driven way—an approach that, if realized, can help align investments with both affordability and long-term system integrity. CAMP4W's success depends on aligning budget decisions with reliability goals so the Board can more clearly see how every investment affects both customer costs and the dependability of the regional water supply.

As a MWDOC Director and Chair of the Administration & Finance Committee, I have demonstrated the independence and fiscal judgment needed for effective oversight. When a proposal to merge MWDOC and OCWD threatened our mission, I helped show how it would blur advocacy, diminish services, and likely raise costs. I am now guiding the District's transition to a biennial budget to improve efficiency and focus staff on higher-impact priorities.

My background spans water governance, economics, and regional planning. I am a UCLA Professor of Public Policy Emeritus and former advisor to the World Bank, OECD, and several countries on water governance and infrastructure projects. My work explores how governance structures, fiscal incentives, and regional representation affect cooperation, efficiency, and accountability in shared infrastructure systems. It continues to influence both academic and professional practice, with nearly 7,000 citations in peer-reviewed publications.

I also led *A Reality Check for Regional Governance: Structural Conflict in the San Francisco Bay Area*, a state-funded study of the San Francisco Public Utilities Commission's functional relationship with its 28 wholesale members. The study examined how entrenched governance structures, limited regional representation, and uneven access to information can hinder cooperation and investment in shared water systems. Its lessons—on balancing authority among unequal member agencies, sharing investment risk, and reforming decision-making structures without undermining accountability—apply directly to MET's ongoing challenge of equitably managing joint infrastructure and cost allocation across diverse local agencies.

If appointed, I will fully comply with MWDOC Administrative Code §1500—representing the interests of the entire MWDOC service area and Southern California region, maintaining active participation in MET Board and committee meetings, and upholding the highest standards of conduct and accountability.

As a fourth-generation Californian and long-time Orange County resident, I am deeply invested in our region's future. I will work collaboratively with MWDOC's other MET Directors and member agencies to ensure Orange County's priorities are effectively represented in Metropolitan's critical fiscal and policy decisions.

Respectfully submitted,
Randall Crane

Why is Al Nederhood the most qualified to be the next Met Director from MWDOC?

I have a strong, consistent track record that includes: actively engaged in Board discussions and solutions, shown a long-term commitment to local, California and the western water matters, illustrated a willingness to learn and ask questions while understanding the serious commitment of time and energy that goes with a every Board position but especially the Met Board.

I have a 10-year history (4 years at YLWD & 6 years at MWDOC) of learning and understanding the water issues that involve Yorba Linda, Orange County, Southern California, all of California and the western states involved in the Colorado River.

A few key achievements from my involvement include:

- ✓ the first heli-hydrant in Yorba Linda,
- ✓ YLWD Prop 218 rate studies and bond issues,
- ✓ LAFCO dues structure for all special districts in OC,
- ✓ MWDOC Reserve Policy,
- ✓ reworking the monthly Water Report into a more user friendly and informative style,
- ✓ active in the ad hoc Committee on LAFCO consolidation,
- ✓ a clear voice on the selection of the MWDOC GM
- ✓ planned multiple Water Summits,
- ✓ attended Met tours for the Colorado River & CA State Water Project,
- ✓ attended most of the Colorado River Users Association for the last 10 years,
- ✓ annually attended ACWA, Urban Water and CSDA conventions,
- ✓ active, again, as ISDOC 3rd VP
- ✓ seeking the Southern District, Seat C, for CSDA.

I think that my participation in MWDOC Board meetings indicates that I spend hours in preparation. I read all the material. I make notes. I ask appropriate and probing questions that are intended to enhance my understanding and for the general public's benefit.

Without any expectation beyond being a knowledgeable observer of Met & MWDOC related issues, over the last 3 years I have virtually attended 3 – 5 Met Board Meetings every month. This often includes a total time commitment of 20+ hours a month. As a Met Director I would expect to increase my time commitment.

Met is about to transition to a new GM. Many of the "old guard" of water have left the Met Board. There are many expensive and critical decisions coming up for Met on Pure Water SoCal, the Delta Conveyance, and the Colorado River along with serious rate and budget decisions. I have the business, financial and political background to help solve these in an effective and appropriate way. And, I have the willingness to actively build bridges as a part of this process.

I would be a fresh voice on these issues while bringing an understanding of the local, regional and state wide water history that impacts these areas.

I think my time as a MWDOC Director shows that I'm a team player with a clear commitment to the best direction going forward.

The attached CSDA flyer and redacted endorsements highlight each of the elements listed above in real, measurable ways. I would appreciate your support as the next MWDOC Met Director. Thank you

Al Nederhood for CSDA Board, Southern Network, Seat C

Al Nederhood
Director (Division 1), Municipal Water District of Southern California (MWDOC)

ANederhood@MWDOC.com; 714.261.3964 (cell)



OBJECTIVE: To further CSDA's goals in best supporting its members, by applying my strong analytical skills, fact-based decision-making, fiscal stewardship, and leadership experience to ensure CSDA continues providing valuable services for the benefit of its members and the broader community of special districts -- of all sizes and types -- throughout California and nationwide.

QUALIFICATIONS:

- MWDOC Director (elected 2020, re-elected 2024) – 2020-present
- Yorba Linda Water District (YLWD) Director (elected) – 2016-2018, Re-elected 2018
- Independent Special Districts of Orange County (ISDOC) – Executive Committee, 3rd V.P.
- In collaboration with two prior ISDOC Presidents, identified, initiated, and positively revised outdated special districts' OC LAFCO dues, implemented in 2020, resulting in substantial annual savings -- into perpetuity -- for smaller districts in Orange County
- As a YLWD board member, sponsored and supported the exploration and eventual creation of the nation's first Heli-Hydrant—a helicopter-enabled wildfire suppression renovation located in the service area's Wildland-Urban Interface zone (YLWD now has two Heli-Hydrants, with a third in development in partnership with the Metropolitan Water District of Southern California)
- In addition to involvement with California Special Districts Association (CSDA) and ISDOC, active engagement with public water agency associations, including participation with the: Association of California Water Agencies (ACWA), Colorado River Water Users Association (CRWUA), Urban Water Institute (UWI), and Water Advisory Committee of Orange County (WACO)
- Recent prior service as President of a non-profit based in Santa Ana (Orange County)
- With a career that began as a high school teacher, later academic contributions consisted of serving as a college president for a variety of vocational colleges, including an educational institution with 5,000 students, 500 staff, and revenues of $100 million
- Retired after 30 years of working with nationally known organizations -- such as 7-Eleven Stores and Xerox -- including work as a merchandise manager and in senior management and business leadership positions
- Master of Arts, Central Michigan University
- Bachelor of Arts, California State University, Long Beach
- Family: Married (50+ years) with four children and 12 grandchildren

Al Nederhood for CSDA Board, Southern Network, Seat C

Al Nederhood
Director (Division 1), Municipal Water District of Southern California (MWDOC)

ANederhood@MWDOC.com; 714.261.3964 (cell)

ENDORSEMENTS (Names are redacted since endorsements were not for Met Director):

LAFCO Representative

- XXXXXXXXX, Commissioner (special districts voting seat)
  Orange County Local Agency Formation Commission
  (also ISDOC Past President and Director, Mesa Water District)

CSDA Local Chapter

- XXXXXXXX, Treasurer (& Past President)
  Independent Special Districts of Orange County (ISDOC)
  (also Director, Santa Margarita Water District)

Community Services Districts

- Board of Directors
  Rubidoux Community Services District
- XXXXXXX, President
  Surfside Colony Community Services District

Vector Control District Board Members

- XXXXXXXXXX, Director (& Councilmember, City of Fountain Valley)
  Orange County Mosquito and Vector Control District

Water District Board Members

- Board of Directors
  Municipal Water District of Orange County
- XXXXXXXX, Director
  East Orange County Water District
  (also OC LAFCO Commissioner and Immediate Past Chair)
- XXXXXXXX, President
  ISDOC President
- XXXXXXXX, Director
  Serrano Water District

RESOLUTION NO. 2163

RESOLUTION OF THE BOARD OF DIRECTORS OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY APPOINTING [NAME] AS A REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

WHEREAS, a vacancy on the MET Board will be created by the upcoming resignation of Director Larry Dick;

WHEREAS, pursuant to Administrative Code Section 1500, the President of the Board, with the consent and approval of the Board, shall appoint MWDOC-MET Directors to serve at the pleasure of the Board;

WHEREAS, because this seat is a designated "MWDOC Board seat" pursuant to the provisions of Administrative Code Section 1500, the President of the Board solicited interested candidates (from the MWDOC Board) to fill the vacancy;

WHEREAS, Director [Name] submitted a letter of interest and possesses all the necessary background and criteria to act in the capacity of MWDOC MET Director;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY AS FOLLOWS:

Section 1. [Name] is hereby appointed to serve as MWDOC's representative on the MET Board of Directors.

Section 2. MWDOC-MET Director [Name] shall serve at the pleasure of the MWDOC Board pursuant to Section 1500 of the MWDOC Administrative Code.

Section 3. MWDOC-MET Director [Name] shall, as a responsibility of this appointment, report to the Board (through the Workshop Board Meeting) on a monthly basis, summarizing activities as a Metropolitan Director.

Section 4. The Secretary of MWDOC shall file a certified copy of this Resolution with the Secretary of the Board of Directors of Metropolitan Water District of Southern California.

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. 2163 adopted by the Board of Directors of Municipal Water District of Orange County at its regular meeting held on November 19, 2025.

_____
ANGELA CRESPI
District Secretary
Municipal Water District of Orange County

DRAFT



GENERAL MANAGER REPORT OF STAFF ACTIVITIES

November 2025

On Thursday, October 16, 2025, MWDOC staff hosted the Member Agency Managers' meeting at its office in Fountain Valley. Staff in attendance included: Harvey De La Torre, Charles Busslinger, Damon Micalizzi, Heather Baez, Vicki Osborn, Sarina Sriboonlue, Rachel Waite-Harvey, Beth Fahl, Jared Dawson, Cassidy Harding, Kevin Hostert, and Angela Crespi.

General Meeting Information/Discussion Items:

- Draft Board Agendas
- MWDOC Budget Schedule
- Metropolitan Update
  a. SDCWA Member Agency Exchange Opportunity
  b. Interest Meeting with SDCWA
- Engineering Update
  a. March 2026 Diemer Shutdown Update
  b. UWMP Milestone Deadline
- WEROC Update
- Lunch
- OCIAC Cybersecurity Presentation

Announcements

- PIO Workgroup Meeting – October 21st at 11:30 a.m. at MWDOC
- Treated Water Surcharge Methodology Survey

Report Items

- Monthly GM Report
- Legislative Reports
- Grant Funding Opportunities
- Additional Reports or Materials

Future Meetings: November 20, 2025

ENGINEERING AND PLANNING

MWDOC GEOGRAPHIC INFORMATION SYSTEMS (GIS) IMPLEMENTATION

MWDOC completed a GIS Needs Assessment with consultant FLO Analytics and presented it to the P&O Committee in August 2025. The MWDOC GIS Needs Assessment evaluated GIS use at MWDOC, identified future GIS needs and priorities, and established a five-year roadmap tied to District goals.

Priorities identified for the first two years include developing internal GIS governance and standards to provide guidance for improving MWDOC's trusted data hub; and implementing "Esri Enterprise GIS" (Portal) in conjunction with "Esri ArcGIS Online" to provide consistent, unified software, data management, and analysis tools.

MWDOC staff are preparing a Request for Proposal (RFP) to invite qualified, experienced consulting firms to submit proposals to assist with the Year 1 implementation of a MWDOC GIS system. The RFP is anticipated to be released in late 2025, with the recommendation of the consultant contract award to the Board in spring 2026.

UPCOMING METROPOLITAN SHUTDOWNS

Metropolitan has scheduled three upcoming shutdowns in the Fall/Winter 2025 and Spring 2026 timeframe, with impacts to Orange County, including.

- Lake Mathews Shutdown (November 3-13, 2025) – Junction shaft gate maintenance and survey work to complete work that was started in July 2025.
- 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.

EMERGENCY PREPAREDNESS

INCIDENTS/EVENTS

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

- Theft - 1 agency
- Cyber Incident (Assistance to OCIAC non-Water) - 1 agency
- Water Main Break – WEROC Logistic Request - 1 agency
- Weather Event (Rain) Airport Fire Debris Flow Plan Activation – 2 agencies

WEROC MEMBER AGENCY PLANNING, COORDINATION, AND PROGRAM EFFORTS

America's Water Infrastructure Act (AWIA) Compliance

Agency Coordination and Support

In October, work progressed with Tier 2 agencies on their Risk and Resilience Assessment (RRA) workshops. Four workshops were completed in October, and the overall Tier 2 RRA project remains on schedule to meet the December 31, 2025, deadline.

Janine continues to provide project coordination support to Vicki, including participation in the MWDOC AWIA monthly progress meeting with Herndon Solutions Group (HSG) and attending the multiple agency meetings.

October 6: Gabby and Janine attended the San Clemente Risk and Resilience #2 Workshop.

October 7: Gabby attended the La Habra Risk and Resilience #2 Workshop.

October 22: Gabby attended the Fountain Valley Risk and Resilience Assessment Workshop #2.

October 27: Janine attended the AWIA Risk Assessment Workshop #2 for Fountain Valley.

October 30: Vicki, Janine, and Gabby attended the virtual MWDOC AWIA monthly progress report with Herndon Solutions Group (HSG).

South Coast Water District EOC Assessment Assistance

Vicki visited South Coast Water District on October 13 to meet with the EOC team and assess the room and location designated as their primary Emergency Operations Center (EOC). The visit included discussions on layout, functionality, and readiness considerations for future activations. Vicki will be developing a report for their use with recommendations.

Regional Fuel Planning Project

WEROC continues to advance the Regional Fuel Planning Database to enhance coordination of emergency fuel supply and distribution. As of October, 32 of 36 agencies have completed surveys and are participating in the project. WEROC reviewed the data and facilitated a discussion with member agencies during the October Quarterly Meeting to identify gaps and define next steps for regional coordination.

On October 3, Vicki had a phone call with HSG Program Manager Vicki White to discuss possible next steps, depending on the outcome of the WEROC Quarterly Meeting and survey results.

WEROC Coordination Meeting

The WEROC team held the Quarterly Meeting with member agencies on October 20, 2025. The agenda of topics covered and discussed included:

- *EPA Presentation, "Supply Chain Technical Assistance"*
- AWIA & HMP Updates
- Fuel Survey Results and Next Steps
- WEROC Trainings and Exercises Calendar
- Cybersecurity Awareness
- Wastewater Updates
- UASI Grant Update/Water Trailers
- Legislation Update (Water/Emergency Management)
- CalOES Public Assistance
- EPA Supply Chain
- CalWARN Updates
- Roundtable

Vicki is happy to provide additional details or answer any questions regarding the items outlined above.

WEROC Personnel Update (Succession Planning)

Janine is preparing for retirement and has begun reviewing her programs and assignments to develop a transition blueprint for the incoming WEROC Coordinator or Specialist. She is collaborating with Vicki and Gabby to design an approach that ensures a smooth handoff and continued program success. Interviews for the position have begun, and the transition plan will be refined to provide an effective onboarding process and continued program success.

WEROC, County, State, and Federal Plan/Document Updates or Review

Vicki reviewed and guided to the following Plans/Documents:

- Airport Fire Debris Flow Plan (County)

- Standardized Emergency Management System Charter and Working Group Documents (CalOES)

WEROC Presentations, Training, and Exercises

Presentations

October 8: CWEA Keynote Speaker (Vicki)
October 15: City of Villa Park Emergency Recovery Seminar w/ Serrano WD (Vicki)
October 16: MWDOC Managers Cyber (Vicki)
October 21: Public Affairs Workgroup Meeting (Vicki)
October 30: MARAC – Working with Water in So Cal (Vicki)

Upcoming Presentations (November look ahead):

None

Training & Exercises/Drills

October 7: WebEOC Water Agency Training (Janine)
October 8: WEROC Monthly Radio Test (Vicki)

Look Ahead Training Requests Received from Member Agencies:

City of Brea: ICS 300 – Feb 24-26, 2026 (Vicki)
City of Brea: ICS 400 - March TBD 2026 (Vicki)
City of Orange: 100/700 Jan or Feb TBD, 2026
ETWD: TTX EQ Exercise – Jan 20, 2026 (Vicki)
MNWD: ICS 100/700, February 11, 2026 (Vicki)
MNWD: ICS 200/800 Fab 18, 2026 (Vicki)
OC Sans: G191 – Feb 3 & 17, 2026 2026 (Vicki)
OCHCA: ICS 400 - Dec 3 & 4, 2025 (Vicki)
OCWD: EOC/EM 5 Part Series (Custom) Dates (Mar – May) 2026 (Vicki)
OCWD: TTX Exercise – May 28, 2026 (Vicki) (tentative)
SCWD: ICS 100/700 - Nov 5, 2025 (Vicki)
SCWD: ICS 200/800 - Dec 2, 2025 (Vicki)
SCWD: TTX Exercise – Feb TBD 2026 (Vicki)
WEROC: SAP Training – Jan 20, 2026 (Vicki Coordinating with Instructor)

Staff Training

Gabby has received her Emergency Management Outreach Instructor #, which will enable her to support member agencies with training requests alongside Vicki.

Gabby is aligning MWDOC staff training with the newly created position task books and has developed a tracking file to support compliance and potential audits. All staff are required to complete the National Incident Management System (NIMS) of 100 and 700 training by January 31, 2026, to ensure compliance for public employees. To assist, Gabby has established office hours to help staff complete the independent study courses. Office hour dates are tentative due to access to the federal website.

Operational Area, State and Federal Activities & Meetings Key

October 2: OCEMO Monthly Meeting:

Gabby and Janine attended the monthly OCEMO meeting, which included presentations from the City of Fullerton on the "Raymer Incident" and the Emergency Management Role, and the Tsunami Annex by the Orange County Emergency Management Division.

October 6: Verizon PPT Equipment Meeting

Vicki attended the PTT Verizon Webinar to discuss potential resources for some of the WEROC water agencies seeking another interoperability opportunity.

October 6: MWDOC GIS Meeting

Vicki participated in the MWDOC GIS Discussion Meeting with other departments to review current project considerations.

October 7: Orange County Water District Emergency Response Plan Revision

Vicki met with OCWD to assist with their update of the Emergency Response Plan and to discuss the training they are seeking for the Spring of 2026.

October 9: California Emergency Services Association-Southern Chapter Fall Program

Vicki attended the fall CESA Southern Chapter Program that focused on Flooding and Recovery. Vicki also facilitated a listening session with members on needs and future expectations.

October 10: National WARN Meeting

Vicki attended the bi-weekly National WARN meeting

October 15: Standardized Emergency Management System (SEMS) Revision Committee

Vicki attended the SEMS Guidance Revision Committee Meeting. She was recently added to this group as an SME representing special districts, as Vicki noticed there was no representation for special districts on this group as part of the statewide revision, which will change the government code. This revision is being led by CalOES.

October 16: MWDOC Managers Meeting
Janine attended the MWDOC Managers & Cyber Meeting in support of Vicki's WEROC presentation with the OCIAC.

October 21: MWDOC PUBLIC AFFAIRS WORKSHOP
Janine and Gabby attended the Public Affairs Workshop in support of Vicki's WEROC Presentation. Vicki provided a WEROC 101 overview, and the group asked about available PIO training and whether WEROC would assist PIOs in coordinating a TTX Exercise in the future.

October 21: CalWARN Monthly Board Meeting

Vicki attended and facilitated the monthly Regional CalWARN Board Meeting as part of her 2025 leadership role. Discussion topics included the CalWARN website update, governance revisions, and the reintroduction of representatives from the American Water Works Association, California–Nevada Section (AWWA CA/NV), the Division of Drinking Water (DDW), the U.S. Environmental Protection Agency (EPA), and the California Utilities Emergency Association (CUEA).

October 22: California Emergency Services Association Southern Chapter Tour with Western Water

Gabby attended other southern emergency managers in a critical infrastructure tour of Western Water's wastewater plant in Riverside to gain insight about challenges, impacts, and strategies employed by safety and operations teams in managing routine activities to emergency incidents.

October 22: Airport Post Fire Debris Flow Planning Meeting

Vicki attended an Airport Post-Fire Debris Flow Planning Meeting to review recent operational challenges and updates following the last activation. The discussion allowed participating agencies to align on current procedures and provided valuable refresher training for those unfamiliar with the plan or recent year-two changes.

October 23: Center of Demographic Research Atlas Project Recap Meeting:
Janine and Gabby attended the meeting with the Center of Demographic Research (CDR) Team to go over Janine's lead discussion of lessons learned from the 2025 WEROC Atlas Update.

October 28: EOC Academy 101 Working Group:
Gabby attended the EOC Academy 101 Working Group planning session to support the development of future training opportunities for new and existing EOC responders across Orange County.

MET ITEMS CRITICAL TO ORANGE COUNTY

MET FINANCE AND RATE ISSUES

Water Transactions for October 2025 (for water delivered in August 2025) totaled 123.0 thousand acre-feet (TAF), which was 10.1 TAF lower than the budget of 133.1 TAF. This translates to $149.8 million in receipts for October 2025, $2.7 million below the $152.5 million budget.

Year-to-date water transactions through October 2025 (for water delivered in May 2025 through August 2025) totaled 451.5 TAF, which was 41.1 TAF below the budget of 492.6 TAF.

Year-to-date water receipts through October 2025 were $537.1 million, $38.0 million below the $575.1 million budget.

Month		Acre-Feet (AF)[1]		Variance		Revenue ($)[2]		Variance	
Delivered/ Billed In	To be Collected in	Budget	Actual	AF	%	Budget	Actual	$	%
May	July	110,834	104,802	(6,032)	-5%	122,873,672	134,899,988	12,026,316	10%
June	August	117,893	105,957	(11,936)	-10%	150,194,358	117,905,817	(32,288,541)	-21%
July	September [3]	130,799	117,703	(13,096)	-10%	149,512,493	134,460,017	(15,052,476)	-10%
August	October [3]	133,060	122,998	(10,062)	-8%	152,486,828	149,830,784	(2,656,044)	-2%
YTD Total		**492,586**	**451,460**	**(41,126)**	-8%	**575,067,351**	**537,096,606**	**(37,970,745)**	-7%
September	November	125,227	-	-	0%	141,365,920	-	-	0%
October	December	126,161	-	-	0%	139,251,900	-	-	0%
November	January	128,056	-	-	0%	136,399,566	-	-	0%
December	February	107,621	-	-	0%	112,940,010	-	-	0%
January	March	90,739	-	-	0%	105,775,733	-	-	0%
February	April	78,856	-	-	0%	91,212,001	-	-	0%
March	May	84,484	-	-	0%	98,206,004	-	-	0%
April	June	110,200	-	-	0%	129,990,583	-	-	0%
FY Total		**1,343,930**	**451,460**	**N/A**	**N/A**	**1,530,209,068**	**537,096,606**	**N/A**	**N/A**

MET'S SUPPLY CONDITION UPDATE

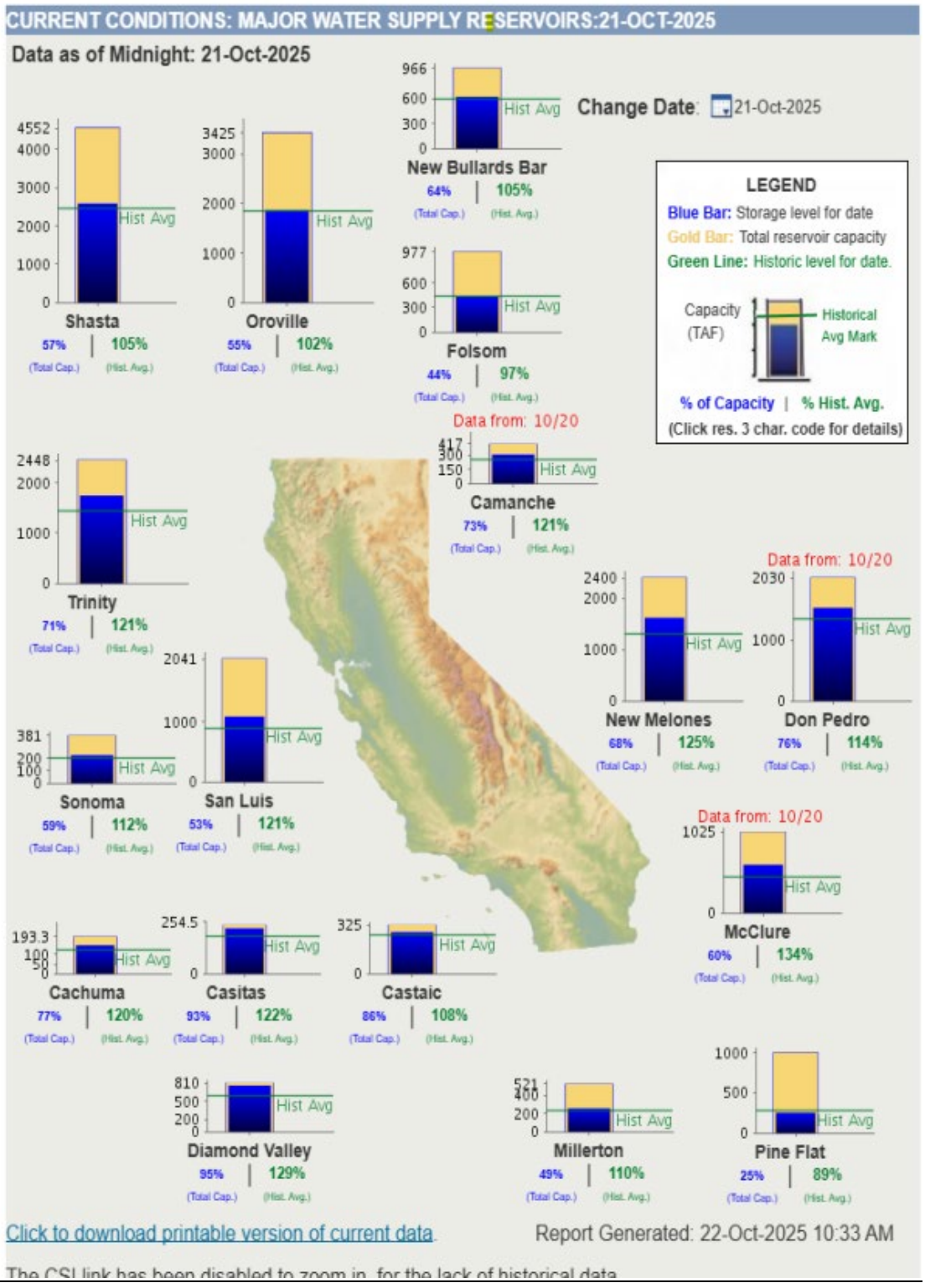
The 2025-26 Water Year (2025-26 WY) officially started on October 1, 2025. Thus far, Northern California accumulated precipitation (8-Station Index) reported 1.65 inches or 78% of normal as of October 22nd. The Northern Sierra Snow Water Equivalent has not been reported yet for the 2025-26 WY. The Department of Water Resources (DWR) has yet to set the initial State Water Project (SWP) "Table A" allocation percentage.

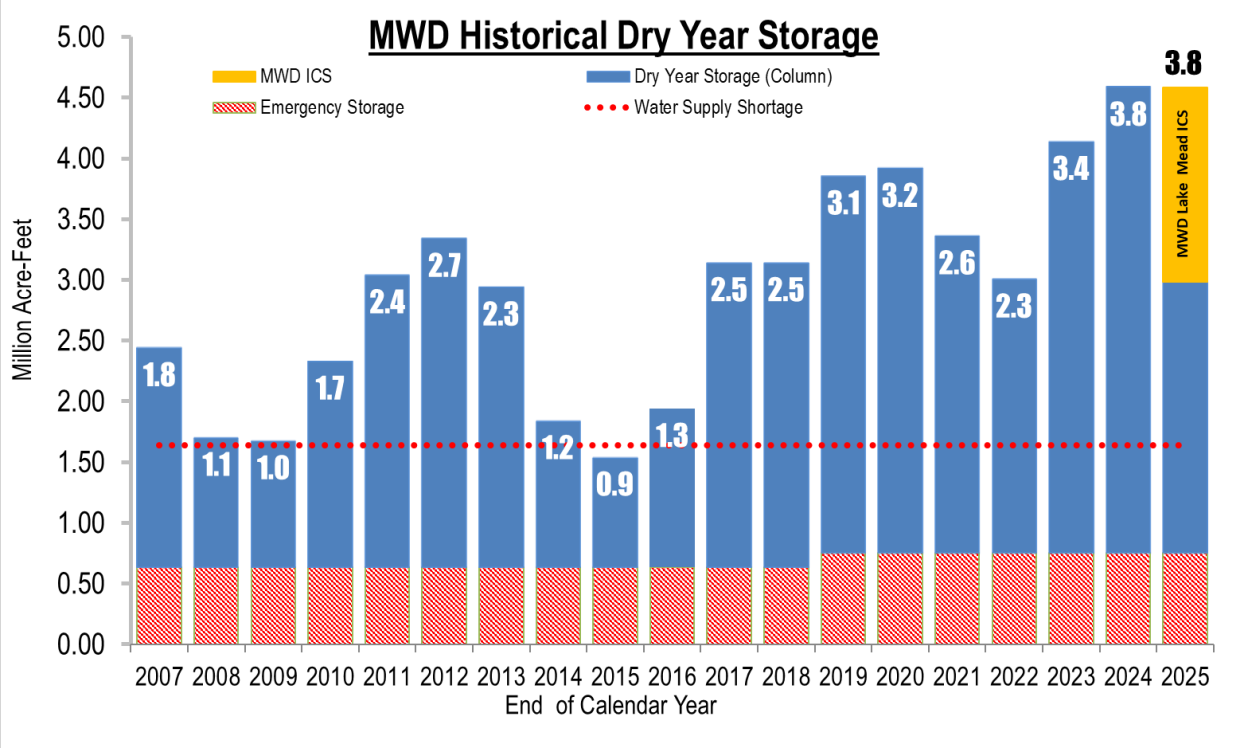
The Upper Colorado River Basin has accumulated precipitation of 3.08 inches, or 237% of normal, as of October 19th. Snowpack is measured across four states in the Upper Colorado River Basin, encompassing the Colorado River system. The Upper Colorado River Basin Snow Water Equivalent has yet to be recorded for the 2025-26 WY. Due to below-average inflows into Lake Powell over the past several years, the United States Bureau of Reclamation declared a shortage at Lake Mead, which has been ongoing since January 1, 2022 (below the 1,075-foot storage level). As of October 2025, there is a 100% chance of shortage continuing in CY 2026, a 93% chance in CY 2027, and a

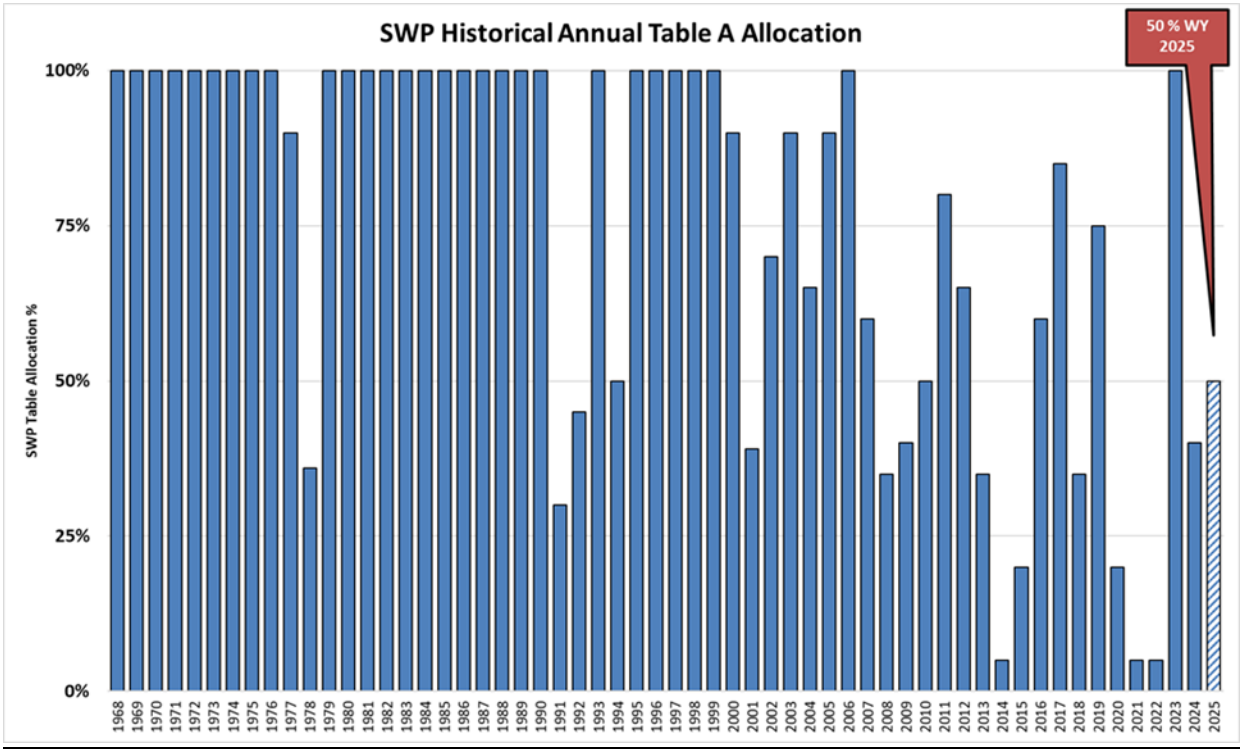
97% chance in CY 2028. Additionally, there is a 30% chance of a California shortage (below a 1,045-foot storage level) in 2027.

As of October 21st, Lake Oroville storage is at 55% of total capacity and 102% of normal. Additionally, as of October 21st, San Luis Reservoir is at 53% of its total capacity and 121% of normal.

With Calendar Year (CY) 2025 estimated total demands and losses of 1.73 million acre-feet (MAF) and with a 50% SWP Table A Allocation, Metropolitan is projecting that supplies will equal demand levels in CY 2025. Based on this, the estimated total dry-year storage for Metropolitan at the end of CY 2025 will remain at approximately 3.8 MAF. A projected dry-year storage supply of 3.8 MAF would be approximately 2.8 MAF above the typical level at which MET enters Water Supply Allocations. A significant factor in maintaining high water storage levels is lower-than-expected water demand. We are seeing regional water demands reaching a 40-year low. However, with a majority of MET's water supplies stored in Lake Mead, which still projects a 5-year shortage, there remains considerable uncertainty about future supply balances. In addition, the Colorado River Basin States have been meeting for months to negotiate new, post-2026 operations at Glen Canyon Dam, located at Lake Powell, and Hoover Dam, located at Lake Mead.


CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:21-OCT-2025
Data as of Midnight: 21-Oct-2025
Change Date: 21-Oct-2025
LEGEND
Blue Bar: Storage level for date
Gold Bar: Total reservoir capacity
Green Line: Historic level for date.
Capacity (TAF)
Historical Avg Mark
% of Capacity | % Hist. Avg.
(Click res. 3 char. code for details)
Shasta 57% | 105%
Oroville 55% | 102%
New Bullards Bar 64% | 105%
Folsom 44% | 97%
Data from: 10/20
Camanche 73% | 121%
Trinity 71% | 121%
Sonoma 59% | 112%
San Luis 53% | 121%
New Melones 68% | 125%
Don Pedro 76% | 114%
McClure 60% | 134%
Cachuma 77% | 120%
Casitas 93% | 122%
Castaic 86% | 108%
Diamond Valley 95% | 129%
Millerton 49% | 110%
Pine Flat 25% | 89%
Hist Avg
Click to download printable version of current data
Report Generated: 22-Oct-2025 10:33 AM


MWD Historical Dry Year Storage
MWD ICS
Dry Year Storage (Column)
Emergency Storage
Water Supply Shortage
Million Acre-Feet
5.00
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.8
1.1
1.0
1.7
2.4
2.7
2.3
1.2
0.9
1.3
2.5
2.5
3.1
3.2
2.6
2.3
3.4
3.8
3.8
MWD Lake Mead ICS
2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025
End of Calendar Year


SWP Historical Annual Table A Allocation
50 % WY 2025
SWP Table Allocation %
100%
75%
50%
25%
0%
1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

2025 WSDM Storage Detail

WSDM Storage	1/1/2025 Estimated Storage Levels [1]	CY 2025 Maximum Put Capacity [2]	2025 Total Storage Capacity
Colorado River Aqueduct Delivery System	**1,544,000**	**78,000**	**1,622,000**
Lake Mead ICS	1,544,000 [3]	78,000	1,622,000 [3]
SWP System	**1,163,000**	**311,000**	**2,338,000**
MWD & DWCV Carryover	380,000	149,000	529,000 [4]
MWD Articles 14(b) and 12(e)	3,000 [5]	0	0
Castaic and Perris DWR Flex Storage	219,000	0	219,000
Arvin-Edison Storage Program	100,000	0 [6]	350,000
Semitropic Storage Program	227,000	67,000	350,000
Kern Delta Storage Program	142,000	48,000	250,000
Mojave Storage Program	19,000	0	330,000
AVEK Storage Program	27,000	0	30,000
AVEK High Desert Water Bank Program	45,000	47,000	280,000
In-Region Supplies and WSDM Actions	**1,060,000**	**60,000**	**1,246,000**
Diamond Valley Lake	788,000	22,000	810,000
Lake Mathews and Lake Skinner	188,000	38,000	226,000
Conjunctive Use Programs (CUP)	84,000	0	210,000 [7]
Other Programs	**762,000**	**223,000**	**1,181,000**
Other Emergency Storage	381,000	0	381,000
DWCV Advanced Delivery Account	381,000	223,000	800,000
Total	**4,529,000**	**673,000**	**6,387,000**
Emergency	750,000	0	750,000
Total WSDM Storage (AF) [8]	**3,779,000**	**673,000**	**5,637,000**

[1] Preliminary start of year balances, subject to DWR adjustments and USBR final accounting in May 2025.

[2] Put capacity assumed under a 40 percent SWP Table A Allocation. Storage program losses included where applicable.

[3] This amount is net of the water Metropolitan stored for IID in Lake Mead in an ICS sub-account.

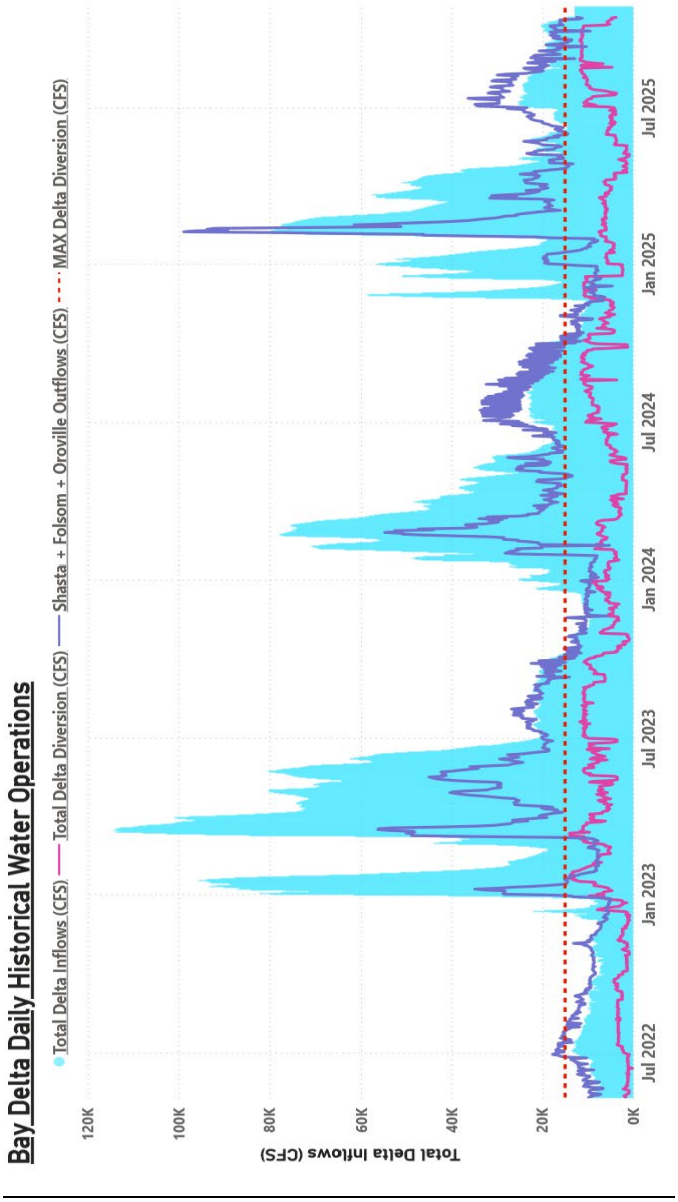
[4] Total storage capacity varies year-to-year as the contractual annual storage limit, based on the SWP Table A allocation, is combined with the remaining balance from the previous year. There is a potential risk that Metropolitan's stored water be converted to SWP contractor water if San Luis Reservoir approaches full capacity.

[5] DWR has approved carryover supplies under Article 14 (b) of the State Water Project Contract for delivery in 2025.

[6] Puts are limited due to water quality considerations.

[7] Total of all CUP programs including IEUA/TVMWD (Chino Basin); Long Beach (Central Basin); Long Beach (Lakewood); Foothill (Raymond and Monk Hill); MWDOC (Orange County Basin); Three Valleys (Live Oak); Three Valleys (Upper Claremont); and Western. On April 8, 2025, the Board authorized the termination of six inactive CUP agreements, effectively decreasing the CUP storage capacity to 115,000 AF by July 1, 2025. Future WSDM reports will reflect the decreased capacity once the termination agreements have been executed.

[8] Total WSDM Storage level subject to change based on accounting adjustments. Total may not sum due to rounding.

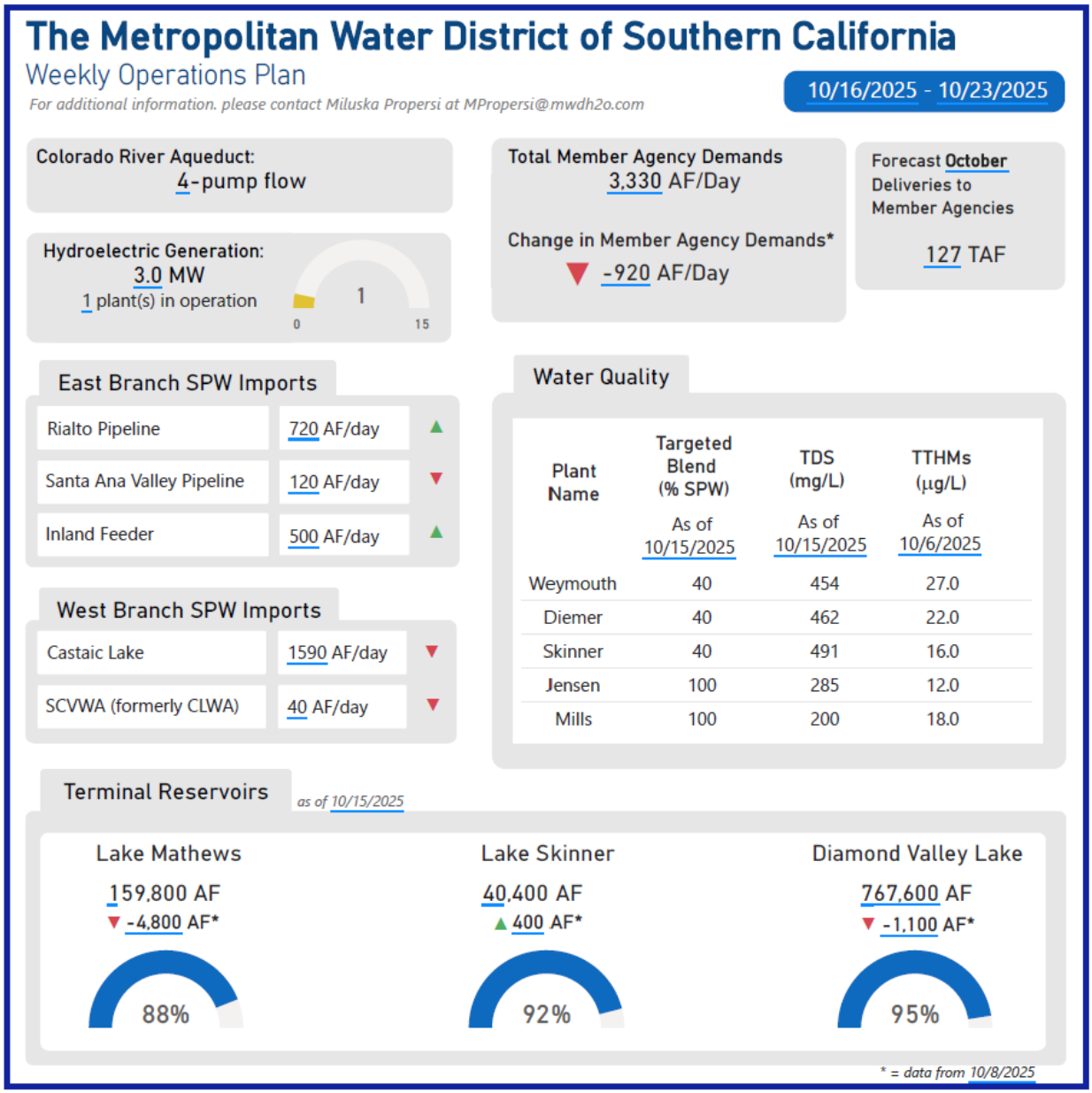


MET'S WATER QUALITY UPDATE

Water System Operations

Metropolitan member agency water deliveries were 137,000 acre-feet (AF) in September 2025, averaging 4,570 AF per day, about 70 AF per day higher than in August 2025. Treated water deliveries were 2,900 AF higher than August for a total of 70,800 AF, or 52 percent of total deliveries for the month. The Colorado River Aqueduct (CRA) pumped a total of 95,500 AF in September. SWP imports averaged 2,990 AF per day, totaling about 89,700 AF for the month. The target SWP blend is currently 40% for Diemer, Weymouth, and Skinner plants.

Metropolitan has sufficient SWP, Colorado River supplies, and storage to meet demands in 2025. Water continues to be managed in accordance with WSDM principles and operational objectives, with an emphasis on positioning SWP supplies to meet future demands in the SWP-dependent areas. The SWP Allocation is expected to remain at 50% for the calendar year. Metropolitan is continuing to manage Table A supplies to preserve supplies for the SWP-dependent area. At the same time, Metropolitan has shifted operations to manage surplus supplies. With the additional supplies, Metropolitan is delivering cyclic programs to member agencies and to the Desert Water Agency and the Coachella Valley Water District in 2025.



The Metropolitan Water District of Southern California

Weekly Operations Plan

For additional information. please contact Miluska Propersi at MPropersi@mwdh2o.com

10/16/2025 - 10/23/2025

Colorado River Aqueduct:
4-pump flow

Hydroelectric Generation:
3.0 MW
1 plant(s) in operation

Total Member Agency Demands
3,330 AF/Day

Change in Member Agency Demands*
▼ -920 AF/Day

Forecast October Deliveries to Member Agencies
127 TAF

East Branch SPW Imports

Rialto Pipeline	720 AF/day	▲
Santa Ana Valley Pipeline	120 AF/day	▼
Inland Feeder	500 AF/day	▲

West Branch SPW Imports

Castaic Lake	1590 AF/day	▼
SCVWA (formerly CLWA)	40 AF/day	▼

Water Quality

Plant Name	Targeted Blend (% SPW) As of 10/15/2025	TDS (mg/L) As of 10/15/2025	TTHMs (µg/L) As of 10/6/2025
Weymouth	40	454	27.0
Diemer	40	462	22.0
Skinner	40	491	16.0
Jensen	100	285	12.0
Mills	100	200	18.0

Terminal Reservoirs

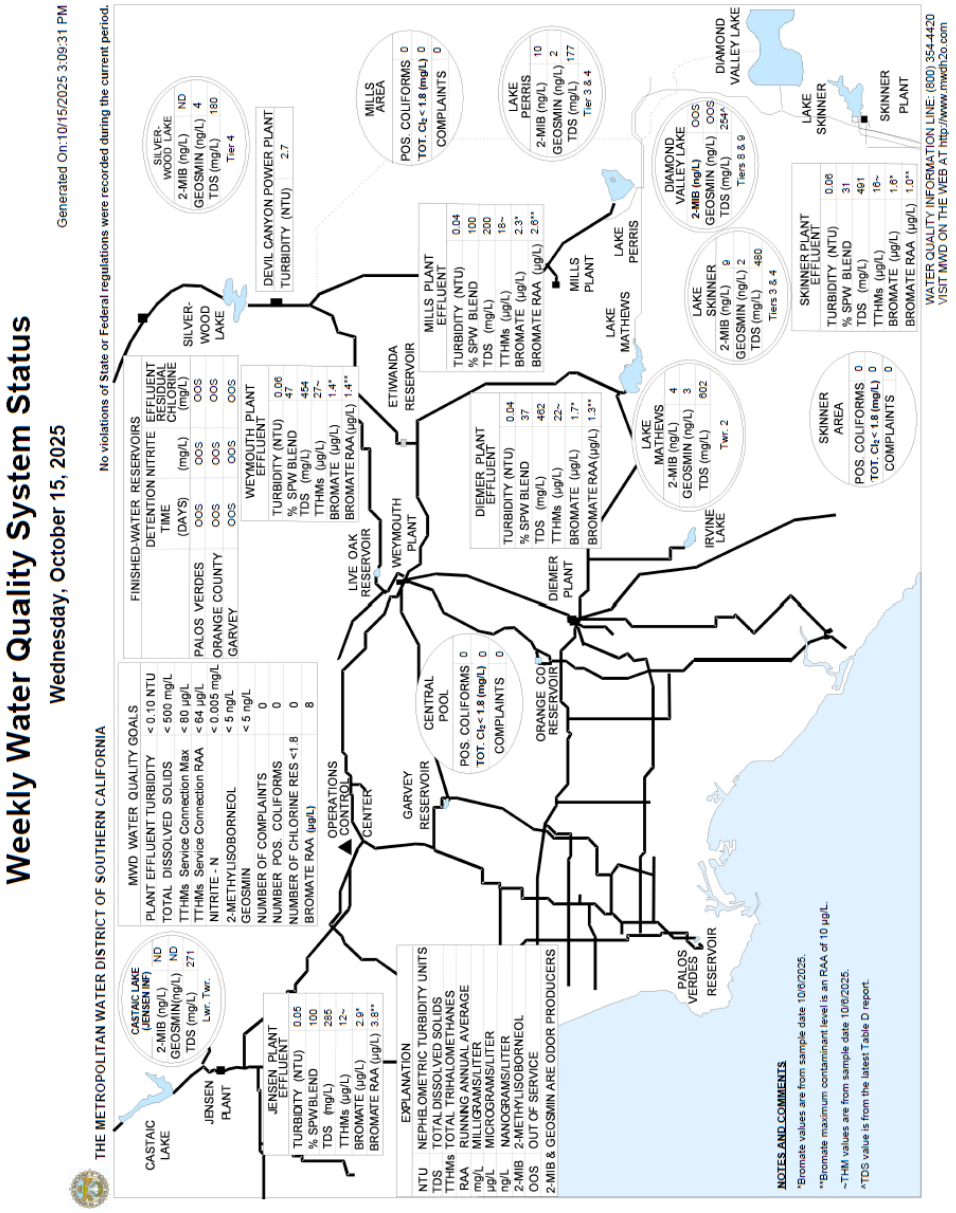
as of 10/15/2025

Lake Mathews
159,800 AF
▼ -4,800 AF*
88%

Lake Skinner
40,400 AF
▲ 400 AF*
92%

Diamond Valley Lake
767,600 AF
▼ -1,100 AF*
95%

** = data from 10/8/2025*



COLORADO RIVER ISSUES

Develop Post-2026 Guidelines and Negotiate Implementation Agreements: Provide input that shapes the U.S. Bureau of Reclamation's (Reclamation) selected alternative.

Colorado River Basin States (Basin States) Meetings

The Basin States are meeting frequently to reach consensus on an alternative for the Post-2026 operations of Lake Powell and Lake Mead. Recent discussions have focused on how Lake Powell releases will be determined in the Post-2026 Guidelines. Lake Powell releases supply both the Lower Basin and Mexico Treaty deliveries. The Interior Department and Reclamation support the Basin States' effort to reach a consensus

alternative that may be incorporated into the Post-2026 Guidelines. Metropolitan staff participate in these meetings as advisors to California's principal representative in the Basin States negotiations, JB Hamby, in his role as Chair of the Colorado River Board of California.

Develop Post-2026 Guidelines and Negotiate Implementation Agreements: Negotiate implementation agreements that protect and benefit Metropolitan's interests.

Lower Basin Meetings

California, Arizona, and Nevada are working together to reach a Lower Basin consensus regarding operational elements of Lake Mead for the Post-2026 Guidelines, including Lower Basin water use reductions; storage of conserved water (i.e., Intentionally Created Surplus), including augmentation water that may be exchanged with interstate partners; and how any surpluses would be allocated. Metropolitan staff participate in these meetings along with representatives of other Lower Basin contractors and states.

California 440 Meetings

California, Arizona, and Nevada have tentatively agreed to reduce Lower Basin water use by 1.5 million acre-feet (maf) under most system conditions to address evaporation and other system losses—often referred to as the structural deficit. The 1.5 maf of reductions includes 250,000 acre-feet (af) that is contingent on Mexico's participation at past levels. California's share of the 1.5 maf would be 440,000 af (440). The California contractors have started meeting to develop commitments to meet California's 440. Metropolitan is working with the other contractors to develop principles for sharing California's Colorado River reductions in the Post-2026 Guidelines. The agencies have agreed to develop a proposal for sharing reduction by this November. Metropolitan staff will provide updates and receive board directions on the process as it moves forward.

Bureau of Reclamation Consultation Regarding Lake Powell's Declining Elevation

Reclamation has begun consultations under the 2019 Upper Basin Drought Contingency Plan (DCP) following its September 24-Month Study, which showed the risk of Lake Powell dropping to an elevation of 3,500 feet within the next year. In 2025, Lake Powell fell by more than 2 maf (31 feet) and Lake Mead declined by over 0.5 maf (7.6 feet). (September 24-Month Study— 2-Year Probabilistic Projections). Under the DCP, a forecast of Lake Powell below 3,500 feet triggers monthly consultations with the Upper Basin States and consideration of actions to protect Glen Canyon Dam. In the Draft 2026 Annual Operating Plan, Reclamation committed to using all available tools to prevent Lake Powell from dropping below this critical threshold for dam operations and hydropower. (The U.S. Bureau of Reclamation's Draft 2026 Annual Operating Plan for Lake Powell and Lake Mead—Draft 2026 Operations Plan for Colorado River Reservoirs). The most probable forecast shows Lake Powell falling below 3,525 feet in

2026, and management options could include releasing more water from upstream reservoirs and reducing releases from Powell, as was done in 2022.

DELTA CONVEYANCE ACTIVITIES AND STATE WATER PROJECT ISSUES

Decide on Sites Reservoir and Protect our Bay-Delta Interests

Maintain and Advocate for Metropolitan's Interests in Delta Conveyance Project Planning and Associated Funding

The Delta Conveyance Project recently received support from a range of legislative, labor, business, social justice, and water agency stakeholders for a bill aimed at streamlining permitting for the project. While the Governor proposed measures to simplify administrative review and potentially reduce project costs, the bill did not advance during the final week of the 2025 legislative session due to the volume of high-profile legislative activity. At its August 21, 2025, regularly scheduled board meeting, the Delta Conveyance Design and Construction Authority (DCA) Board approved several resolutions to secure executive support service agreements aimed at providing strategic, facilitation, and human resources support for the DCA's ongoing operations and strategic initiatives. The DCA Board also adopted a resolution approving an advocacy policy and delegated to the DCA executive director the authority to take positions on legislative or regulatory proposals impacting the DCA and/or the Delta Conveyance Project. Under the policy, any written positions will be signed by the DCA Board President.

Advance Science and Multi-Benefit Solutions That Improve the Sustainability of the Delta and Inform Regulation

A request for bids was released for Delta Properties Infrastructure Phase 5B Improvements. Upon completion, this project will result in all siphons on Metropolitan's Delta Islands being metered, including real-time telemetry equipment. This project is related to compliance with SB 88. Staff presented an update on the Webb Tract Wetland Restoration Project to the Delta Stewardship Council (DSC). The DSC concurred that no certification of consistency with the Delta Plan is required for the project. Metropolitan staff prepared permit applications for the Webb Tract Wetland Restoration Project for submittal to regulatory agencies.

PUBLIC/GOVERNMENT AFFAIRS

MEMBER AGENCY SUPPORT

Public Affairs Staff:

- Hosted MWDOC's Public Affairs Workgroup (PAW) meeting for Orange County Water Agencies on October 21.

Government Affairs Staff:

- Circulated the monthly Grants Tracking and Acquisition report to all participating member agencies
- Along with Beth Fahl, facilitated the MWDOC Member Agency Managers meeting

COMMUNITY AND SPECIAL EVENTS

Public Affairs Staff:

- Attended Yorba Linda Water District's Open House with Ricky RaindropSM on October 4.
- Coordinated a speaking opportunity for the Fullerton Garden Club on October 14.
- Hosted a table, which included a landscape design activity, at Moulton Niguel Water District's H2O for HOAs on October 23. MWDOC Director Dick was in attendance.
- Finalized attendee list, lunch orders, and giveaway bags for Nov. 7-8 Hoover/CRA Inspection Trip hosted by Director Seckel.

Government Affairs Staff:

- Attended a briefing and tour of an OC RainSmart Rebates stormwater + turf project in Laguna Niguel
- Coordinated with Director Seckel to speak at the OCBC Infrastructure Committee meeting
- Attended the OCBC Infrastructure Committee meeting
- Attended the OCBC Government Affairs Committee meeting

K-12 WATER EDUCATION

Public Affairs Staff:

- Presented at MWDOC's Public Affairs Workgroup meeting on Education and Workforce Development Initiatives.
- Contributed a segment to the Urban Water Management Plan update, "MWDOC Education Initiatives."

- Participated in The Metropolitan Water District of Southern California's Water Education Coordinator meeting.
- Provided information and/or requested overages or special approvals for: the City of Orange, City of La Habra, City of Santa Ana, City of San Clemente, El Toro Water District, and Irvine Ranch Water District.

WORKFORCE INITIATIVE: WATER ENERGY EDUCATION ALLIANCE (WEEA)

Public Affairs Staff:

- Coordinated and led multiple meetings with Water UCI (University of California, Irvine), water industry professionals, and the author of the HR Playbook to define presentation topics and strategic direction for a webinar on November 6, ensuring alignment with current workforce priorities and industry interests.
- Distributed the webinar flyer across email and social media.
- Participated in the Water Workforce Ad Hoc Committee and presented on the Water Energy Education Alliance's (WEEA) current activities.
- Met with Moulton Niguel Water District, Santiago Canyon College, and Young Lives Redeemed to identify needs and support for water career exploration for foster youth.
- Attended both Eastern Municipal Water District's State of the District and Inland Empire Utilities Agency's Open House and Career Event, celebrating both agencies' 75th anniversary and exploring education and workforce programs, collaboration, and support.
- Collaborated with a UCI PhD candidate on his dissertation project: Workforce Development in Water and Wastewater Utilities. Identified viable water industry survey candidates across the state and invited them to participate in the research project.
- Met with Tomorrow's Talent and East Valley Water District to begin collaboration on a pilot Water Workforce Regional ½ day Summit.
- Participated in a curriculum development meeting with Orange Unified School District and Santiago Canyon College for a pilot Sustainable Water Systems & Technology Pathway launching next school year.
- Helped secure mentors for the Cypress Chamber of Commerce's Fall Student Mentoring Breakfast
- WEEA's LinkedIn post reach during this period: 824

DIGITAL COMMUNICATIONS, PUBLICATIONS, AND MEDIA ENGAGEMENT

Public Affairs Staff:

- Completed several updates for the MWDOC.com website
- Developed and distributed social media content across all MWDOC social media channels

- Developed and sent MWDOC eCurrents Newsletter, October Edition
  - 54.4% Open Rate (utilities average 28%)
- Created a Water Professionals Appreciation Week campaign for MWDOC social media platforms featuring volunteer staff members

SPECIAL PROJECTS

Public Affairs Staff:

- Attended a California Association of Public Information Officials (CAPIO) training: Mastering Public Safety Communications – Lessons from the LA/Malibu Wildfires!
- Participated in the Public Relations Society of America's Boost Your News Writing Skills webinar
- Participated in a Franklin Covey Training: Turning Strategy into Results
- Participated in the Orange County Water Association's Women in Water event

Governmental Affairs Staff:

- Participated in the CSDA Professional Development Committee meeting, where we discussed and reviewed training courses and conferences for 2026.
- Staffed the WACO meeting: Emergency Supplies to South Orange County
- Drafted and distributed the ISDOC Executive Committee agenda
- Staffed the ISDOC Executive Committee meeting
- Attended all of the Metropolitan Committee meetings for October

OUTREACH METRICS

Public Affairs Staff:

- Google Performance Analytics (GM Report Timeframe)
  - 120 business profile interactions
  - 1,678 people viewed the business profile
- Website Analytics (GM Report Timeframe)
  - 9,621 pageviews
  - Top pages for this date range
    - ☐ Home Page – 2,033
    - ☐ Residential Rebates – 520
    - ☐ Board Meetings – 499
    - ☐ RFPs/RFQs – 322
    - ☐ Turf Replacement – 300
    - ☐ WEEA – 296
  - ocwatersmartparks.com: 13 site sessions
- ocwatersmartgardens.com Analytics (September 2025)

  - 2,889 Sessions, 2,700 New Users
  - Top pages for this date range
    - ☐ Plant Name Search
    - ☐ 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 7.77%

  - 58,436 post reach (number of people)
    - 4,540 Post engagement (actions taken – likes, shares, etc.)

LEGISLATIVE AFFAIRS

Governmental Affairs Staff:

- Met with WUE staff to discuss stormwater in turf removal projects
- Attended the CMUA Regulatory Committee meeting
- Participated in the CCEEB Water, Chemistry & Waste Project meeting
- Reviewed and rated all of the federal and state advocacy proposals received for lobbying services
- Drafted advocacy scoring sheets and interview questions for upcoming federal and state advocacy services interviews
- Met with Director Yoo-Schneider to discuss state legislative priorities for 2026
- Attended the CMUA 2025 Legislative Session Report Briefing
- Met with CCEEB staff to discuss state legislative priorities for 2026
- Coordinated and participated in the interview panel for federal and state lobbying services

WATER USE EFFICIENCY

'Water Loss Control Strategy Meetings

On October 7, Rachel Davis. and E Source met with City of Tustin staff to discuss water loss control strategies and services offered by MWDOC. A similar meeting was held on October 22 between Rachel D., E Source, and City of Brea staff. Both cities are reporting water loss values that warrant further investigation.

WaterSmart Innovations (WSI) Conference

On October 8 and 9, Rachel Waite-Harvey, Tina Fann, Sam Fetter, and Cassidy Harding attended the 2024 WaterSmart Innovations (WSI) Conference in Las Vegas, Nevada. During the conference, staff attended professional sessions that covered the following topics:

- Messaging for Water Conservation Programs
- Designing and Retooling Water Conservation Programs
- Water Use for Data Centers
- Educating People Where They Are
- Modeling and Data Tools

Watershed Wise Landscape Professional Certification Course

On October 8 and 9, Cristal Castro and Alex Cavazos participated in a two-day Watershed Wise Professional Certification course taught by the Green Gardens Group (G3). The course included topics on plant water requirements, irrigation scheduling, irrigation system auditing, water budgeting, integrated resource management, and more. Both Cristal and Alex passed the exam and received their Watershed Wise Landscape Professional Certification.

Way of Life Framework Technical Assistance Program (Framework TAP) Meetings

Led by Sam, MWDOC continued offering its Framework TAP services to Orange County retailers through its hired consultant, Environmental Incentives (EI). The Program's first step is to conduct a readiness assessment with retailers to obtain an overview of each retailer's status regarding compliance and the steps required to achieve compliance. A kickoff meeting serves as the project onboarding and is the basis of the readiness assessment process. The following activity occurred from September 6 to October 5:

- Readiness Assessment Deliverables Meetings
  - October 9 with City of Brea
  - October 22 with Moulton Niguel Water District
  - October 24 with City of Huntington Beach
  - October 28 with City of Westminster

Fullerton Garden Club

On October 14, Rachel W.-H. and Tina F., in coordination with Melissa Buendia, presented to the Fullerton Garden Club on water conservation, MWDOC rebates and resources, and OC-friendly landscaping.

Metropolitan Water Use Efficiency Workgroup Meeting

On October 16, Tina F. and Cristal attended Metropolitan's Water Use Efficiency Workgroup meeting at Metropolitan's headquarters. Items on the agenda included:

- Metropolitan Board Meeting Update
- Metropolitan Conservation Program Updates

    - Grant Funding Update
    - Driving Water Efficiency Through Innovation
- MWD NFT Outreach Updates
- Leaves and Groovy Gardens, Presentation by Debby Dunn, San Diego County Water Authority
- Member Agency Roundtable

The next meeting is scheduled for November 20.

Model Water Efficient Landscape Ordinance (MWELO) Landscape Statewide Advisory Group (LSAG)
On October 20, Rachel W.-H. attended the MWELO LSAG hosted by Department of Water Resources. Topics on the agenda included a history of MWELO and recent updates, topics previously identified by the LSAG, and a presentation from East Bay Municipal Utility District showing that MWELO landscapes in their service area are not performing to standards. Discussion focused on the upcoming triennial MWELO review and how data-based, simplified solutions are preferred by the LSAG.
An MWELO Public Hearing is scheduled for December 8.

Orange County Data Acquisition Partnership (OCDAP) Steering and Technical Advisory Committee (STAC) Meeting

On October 21, Rachel W.-H. and Cassidy attended the OCDAP STAC meeting. This working group collaborates on and organizes a regional effort to cost-share the acquisition of high-resolution aerial imagery, related products, and planning of the OC GIS Users Group meetings. Discussion focused on the 2026 Cycle #3 vendor options, planning, and logistics, and included discussion with the Los Angeles Region Imagery Acquisition Consortium (LARIAC) for potential partnerships.
The next meeting is scheduled for November 12.

SB 1157 Indoor Water Use Working Group

On October 23, Rachel W.-H. and Sam attended the SB 1157 Water Use Working Group. The Working Group will support the required studies to assess indoor residential water use patterns, including saturation end-use studies, and evaluating the long-term effects of telework. The kickoff provided an overview of SB 1157 requirements, introduced the project team and Working Group members, which includes Rachel W.-H., and reviewed the Working Group's objectives.
The next meeting is scheduled for December 10.

H2O for HOAs

On October 23, Tina F., Cristal, and Jasmine Orozco hosted a MWDOC table at the annual H2O for HOAs event. This year's event was held at the Norman P Murray Community Center in Mission Viejo. Attendees included HOA board members, property managers, landscape companies, and other community members from South Orange County.

Alliance for Water Efficiency (AWE) Water Efficiency Research (WER) Committee Climate Change Taskforce

On October 28, Rachel W.-H. joined the AWE WER Climate Change Taskforce. This group's goal is to recommend research projects that focus on water efficiency through a lens of climate change. Discussion touched on topics such as how water efficiency programs can identify and neutralize potential unintended consequences that are misaligned with climate change goals.
The next meeting will be scheduled before the end of the calendar year.

Way of Life Framework Urban Water Use Objective (UWUO) Reporting Form Webinar
On October 30, Rachel W.-H. attended the UWUO Reporting Form webinar hosted by the State Water Board. This webinar provided a walk through and Q&A for the updated reporting form template, which urban water suppliers must submit by January 1, 2026.

California Data Collaborative (CaDC) Steering Committee
On October 30, Cassidy attended the CaDC Steering Committee meeting. Discussion focused on upcoming planning for CaDC, committee agendas, and other planning items.

University of California, Irvine School of Social Ecology
On October 31, Rachel D. met with Dmitry Tsukerman, Field Study Director for the School of Social Ecology. This was the final step in MWDOC becoming an approved field study site for the school's field study program. The current water resources intern assigned to water loss control, Katie Vo, is participating in this program and will receive course credit for her internship. Should MWDOC wish to open other internship opportunities to UCI students in the future, we can do so with increased ease.

South Orange County Watershed Management Area (SOCWMA) Aliso Creek Collaboration Group
On November 4, Rachel W.-H. attended the SOCWMA Aliso Creek Collaboration Group meeting. The group's goals include providing a forum for stakeholders to share information and collaborate on local and statewide planning efforts and learning how the OC Regional Stormwater Capital Implementation Program (CIP) can foster collaboration and implementation in the watershed. Topics on the agenda included Orange County Fire Authority Resiliency Planning, introduction to the Acjachemen Nation, and an OC Regional Stormwater CIP Update.

Alliance for Water Efficiency (AWE) Water Efficiency Research (WER) Meeting
On November 4, Rachel W.-H. joined the AWE WER Meeting attended by water efficiency staff across the United States and Canada. Discussion focused on recently completed projects, new project announcements, updates from WER Taskforce groups, and planning for 2026.

Orange County Water Use Efficiency Coordinator Workgroup Meeting
On November 6, Rachel W.-H.., Sam, Tina F., Cristal, Melissa Hurtado, and Rachel D. hosted the November Orange County Water Use Efficiency Coordinator Workgroup meeting at the MWDOC offices. The meeting focused on the OC Conservation Framework Learning Network, which supports retailer compliance with the Conservation as a California Way of Life Framework. Topics discussed included:

- Messaging for Leadership and Customers
- Simplifying the Compliance Process
- CII BMP Categories and Compliance

The next OC Workgroup meeting is scheduled for December 4.

Water Loss Audit Validations

From October 6 through November 7, Rachel D. validated the Water Loss Audits for the City of San Juan Capistrano, Santa Margarita Water District, the City of Anaheim, El Toro Water District, Yorba Linda Water District, Trabuco Canyon Water District, the City of Tustin, and the City of Orange. Rachel D. is an American Water Works Association (AWWA)-certified Water Audit Validator and is responsible for validating 25 audits this year. She has been working with MWDOC Member Agencies and the Three Cities to validate their Water Audits, as required by SB 555 and the Conservation Framework. Each validation includes a two-hour meeting with the retail agency to review their audit inputs, as well as the completion of the validation certificate and report. This work will continue through December 2025.

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Item No. 12

MWDOC GENERAL INFORMATION ITEMS

MWDOC BOARD OF DIRECTORS

- Al Nederhood
- Larry D. Dick
- Bob McVicker
- Karl W. Seckel
- Randall Crane
- Jeffery M. Thomas
- Megan Yoo Schneider