MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
ADMINISTRATION & FINANCE COMMITTEE
18700 Ward Street, Conference Room 101, Fountain Valley, CA 92708
November 12, 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 (Conference Room 101). As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

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

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

A&F Committee:
Director Crane, Chair
Director Thomas
Director Nederhood

Staff: H. De La Torre, M. Baum-Haley, A. Crespi, C. Harris, H. Chumpitazi,

Ex Officio Member: President McVicker

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

ROLL CALL

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

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

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

PROPOSED BOARD CONSENT CALENDAR ITEMS

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

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

PRESENTATION ITEM

3. OVERVIEW OF MWDOC STAFF BENEFITS

ACTION ITEMS

4. AWARD OF CONTRACT FOR FEDERAL ADVOCACY SERVICES

5. AWARD OF CONTRACT FOR STATE ADVOCACY SERVICES

INFORMATION ITEMS

6. SUPERVISOR ACADEMY TRAINING

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

8. MONTHLY WATER USAGE DATA AND WATER SUPPLY INFORMATION

OTHER ITEMS

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

ADJOURNMENT

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

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Angela

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

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

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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

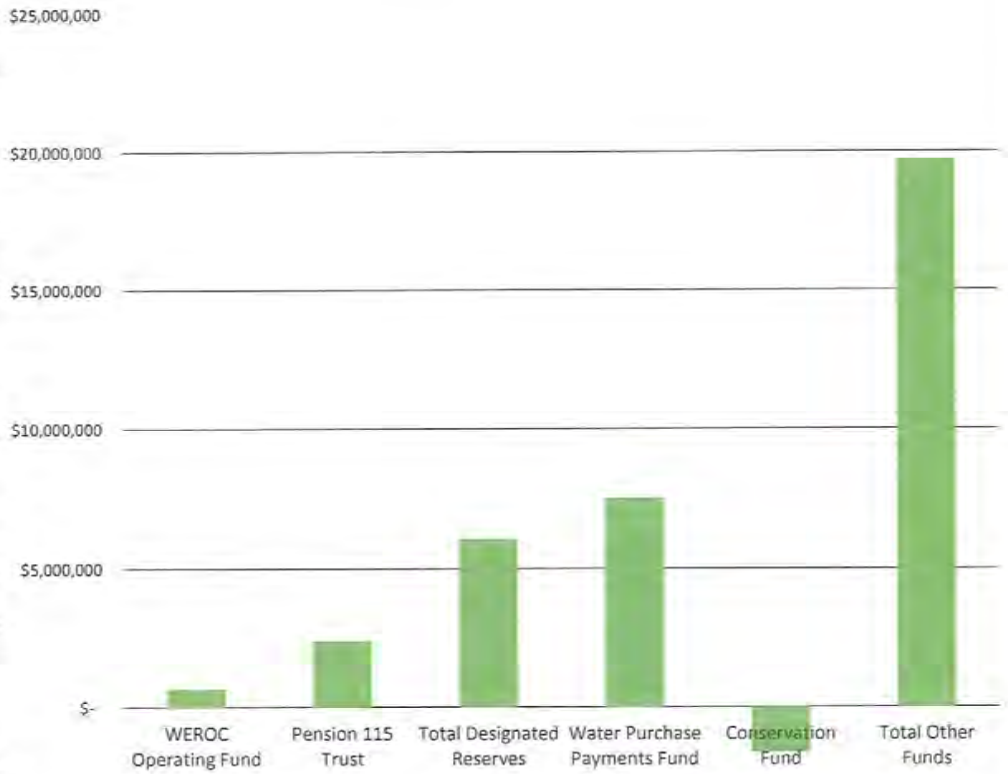
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Short-Term Portfolio Details - Cash and Investments
September 30, 2025

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%**



PARS PUBLIC AGENCY RETIREMENT SERVICES

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. 3

PRESENTATION ITEM
November 12, 2025

TO: **Administration & Finance Committee**

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

Staff Contact: Cathleen Harris, Director of HR and Administration
Katie Davanaugh, Sr. Human Resources Analyst

SUBJECT: **OVERVIEW OF MWDOC STAFF BENEFITS**

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive the presentation.

REPORT

Purpose

This presentation will provide an overview of the benefits available to currently employed full-time staff members and provide next steps in reviewing salaries and benefits so that the District may continue to attract and retain the best employees and maintain its commitment to providing quality service to Orange County.

Background

The District policy is to perform a Salary Benchmark Survey every three years to evaluate market practices and job grading. The last Salary Benchmark Survey was initiated in the Fall of 2023 and completed in the Spring of 2024. The next survey is scheduled to begin in Fall 2026 and be completed by Spring 2027. The Salary Benchmark Survey does not closely evaluate the benefits component or how the District's benefits compare to those of similar agencies.

As the District maintains its commitment to succession planning and prepares for upcoming retirements and recruitments, a comprehensive understanding of both salary and benefits competitiveness is essential to attract and retain top talent.

Next Steps

Staff is going to initiate a Comprehensive Salary and Benefits Study early next fiscal year (FY 2026-27). Having a consultant conduct a thorough review of both the

District's benefits and salaries will provide an opportunity for cost savings by reducing duplicative analysis to yield a comprehensive set of recommended changes that support one another.

To facilitate next steps staff will:

- Allocate funding for the study in the new biennial budget;
- Prepare a Request for Proposals (RFP) to hire a single consultant to conduct both components for cost savings and consistency;
- Initiate a staff survey to seek input on the District's current benefits; and
- Seek input from the Committee on whether an Ad Hoc Committee of the Board should be formed to review and evaluate the consultant's findings and recommendations.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

Attachments/Links:
Attachment 1: Staff Benefits Presentation



Overview of MWDOC Staff Benefits

Cathy Harris, Director of Human Resources & Administration
Katie Davanaugh, Sr. Human Resources Analyst
Municipal Water District of Orange County

November 12, 2025

Agenda

District Benefits

- Health Plans
- Disability Insurance
- Life Insurance Coverage
- Leave Plans
- Paid Time Off
- Retirement Plans
- Voluntary Plan Options

Discussion of Next Steps



HEALTH PLANS

Medical

- Contracted through Joint Powers Insurance Authority (ACWA JPIA)
- Full-time employees
- Offer 5 Plans
- MWDOC pays 100% of the lowest cost plan for employee only
- Employee pays 20% for 2-party and family coverage



HEALTH PLANS

Dental

- Contracted through Special District Risk Management Association (SDRMA)
- Provide to full-time employees
- Offer One Dental Plan – ***Delta Dental*** - PPO
- MWDOC pays 90% of the monthly premium for employees and their dependents



HEALTH PLANS

Vision

- Contracted through Joint Powers Insurance Authority (ACWA JPIA)
- Provide to full-time employees
- Offer One Plan - ***Vision Service Plan (VSP)***
- MWDOC pays 100% of the monthly premium for employees and their dependents



5

DISABILITY INSURANCE

Short-Term Disability

- Provides partial wage replacement to workers who are unable to perform their usual work due to pregnancy, non-industrial injury, or illness
- Eligibility is determined by the California Employment Development Department



6

DISABILITY INSURANCE

Long-Term Disability

- Provided through VOYA
- Provide to full-time employees
- Paid by MWDOC
- Provides partial income replacement if an employee becomes unable to perform their duties due to a serious non-work-related injury or illness
- Available following a 90-day waiting period
- Provides 66.67% of an employee's salary up to a maximum monthly benefit of $10,000



LIFE INSURANCE COVERAGE

Life Insurance & Accidental Death and Dismemberment (ADD)

- Provided through VOYA
- Provide to full-time employees
- Paid by MWDOC
- Benefit = 2 times Annual Salary to a maximum of $300,000
- Supplemental coverage available at the employee's expense



LEAVE PLANS

Leave Accruals and Leave Donation (Outside of Mandated Leave)

Full-time employees

- Sick leave 96 hours per year, cap of 488 hours
- Jury/Witness Duty Leave – max. of 30 days
- Bereavement Leave – 5 days
- Serious Family Illness Leave – 4 days per fiscal year
- Executive leave – 5 days (for Executive Management & Department Directors)



LEAVE PLANS

Leave Donation Program

Catastrophic Leave Program

- Employees may voluntarily donate hours to another full-time employee due to a non-work-related catastrophic illness or injury



Paid Time Off

- 12 paid holidays
- Vacation accruals based on years of service (80 hours with first year, max. of 168 hours for 20 years+)



RETIREMENT PLANS

457(b) Deferred Compensation Plan

- All full-time and part-time employees are eligible
- EMPOWER is the recordkeeper
- Voluntary plan with employee-only contributions

Defined Benefit Pension Plan

- CalPERS
- All full-time employees and employees who work > 20 hours per week or > 1,000 hours per fiscal year, and existing CalPERS members



RETIREMENT PLANS

Defined Benefit Pension Plan (cont'd)



CalPERS Classic Members

- 2% @ 55, earliest retirement age = 50
- Employer contribution = 12.58%
- Employee contribution = 7%
- 2025 Compensation Limit = $350,000

RETIREMENT PLANS

Defined Benefit Pension Plan (cont'd)



CalPERS PEPRA(Public Employees Pension Reform Act) Employees

- 2% @ 62, Earliest retirement age = 52
- Employer contribution = 7.96%
- Employee contribution = 7.75%
- 2025 Compensation limit = $186,096

VOLUNTARY PLAN OPTIONS



Flexible Spending Plan Account (FSA)

- Employee pre-tax payroll deductions
- 2025 limits:
  - Dependent Care = $5,000
  - Health Care = $3,300

Health Savings Account (HSA)

- Employees enrolled in a Consumer-Driven Health Plan (CDHP)
- District makes an annual contribution to employees participating in a CDHP

ADDITIONAL BENEFITS



Employee Assistance Program

- For full-time employees enrolled in the life insurance plans and their dependents (through YOVA)
- Paid for by District

Tuition Reimbursement

- Full-time Employees with one year of service
- Annual limit for educational expenses is based on the Cal State Fullerton program fee schedule for undergraduate and graduate programs

Computer Loan Program

- Full-time employees
- $2,000 maximum to purchase a computer
- Repay through 12-month payroll deductions

Supplemental Insurance through Colonial Life Insurance

- Accident/Cancer/Life/Critical Care
- Paid by employee
- Employee payroll deductions

DISTRICT PHILOSOPHY REGARDING COMPENSATION & BENEFITS

In an effort to attract and retain the best available staff, the District Policy is:

- To establish salary ranges by considering the market median for similar positions; and
- To consider prevailing and emerging practices related to the District's labor market.

The last Salary Benchmark Study was completed in April 2024.



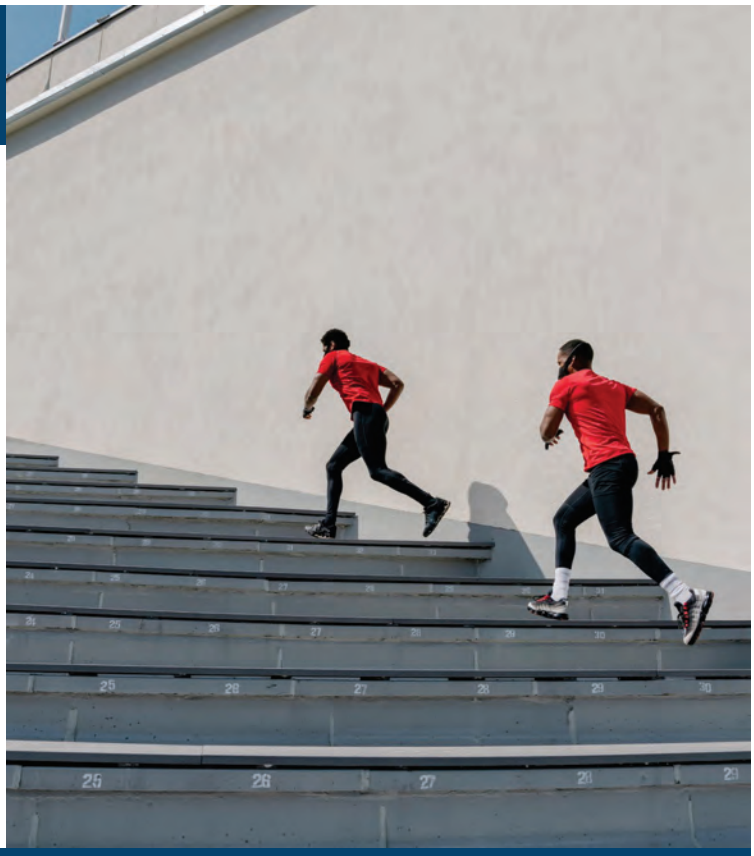
NEXT STEPS

To continue to recruit and retain the best staff and stay competitive with the market, staff is seeking to:

Initiate a **Comprehensive Salary *and* Benefits Study** in early FY 2026-27 to compare the District's salary and benefits to the market and identify areas of potential change.

Instead of: Proceed with only a **Salary Benchmark Survey*** in the FY 2026-27, which will be completed in the Spring 2027: ***AND*** prepare a separate **Comprehensive Benefits Study** in FY 2027-28.

**The District's last Salary Benchmark Survey was completed in April 2024*

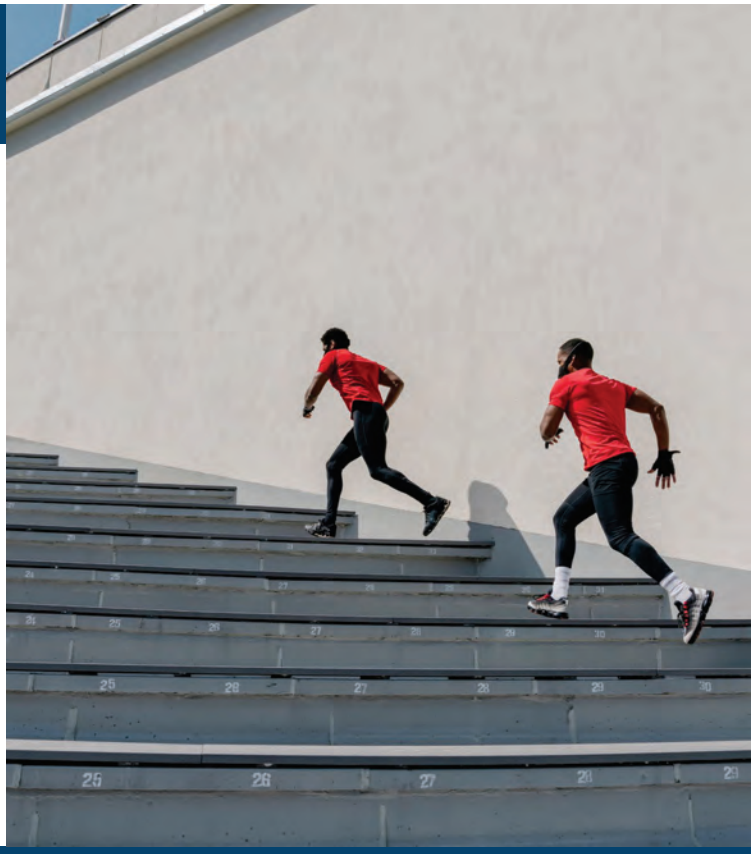


FACILITATING

NEXT STEPS

A **combined** Comprehensive Salary and Benefits Study:

- Funds for the study will be included in the new Biennial Budget
- Staff will seek to hire a single consultant to conduct both the survey & study for cost savings and consistency
- Initiate a staff survey to seek input on the District's benefits
- Seek input from the Committee on whether an Ad Hoc Committee of the Board to review and evaluate the consultant's findings and recommendations



MWDOC

NEXT STEPS

To continue to recruit and retain the best staff and stay competitive with the market, staff is seeking to:

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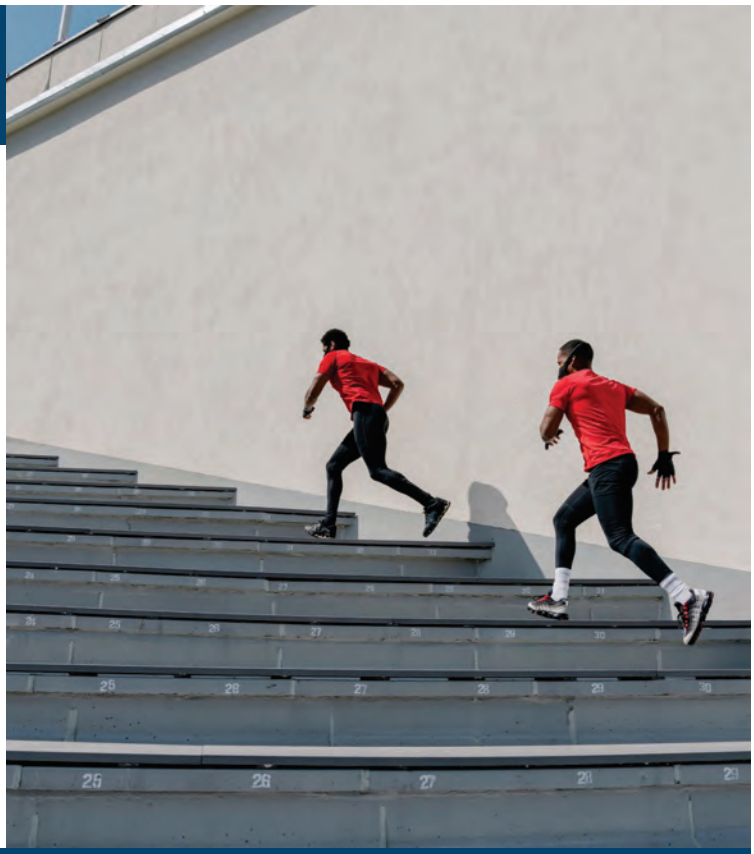

MWDOC

Item No. 4

ACTION 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

(To be determined at Committee Meeting)

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.

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

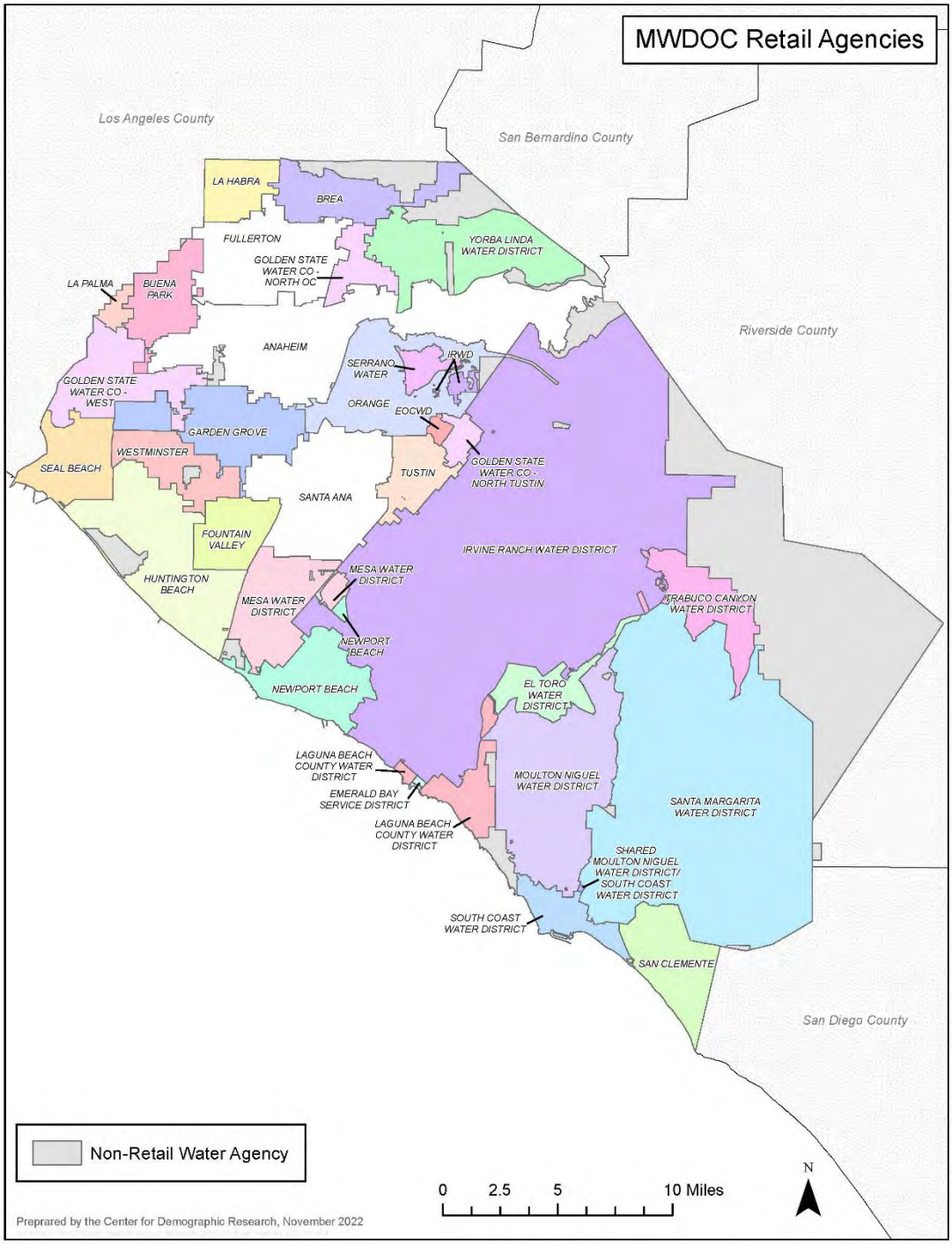

EXHIBIT B - STANDARD AGREEMENT FOR CONSULTANT SERVICES

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. 5

ACTION 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

(To be determined at Committee Meeting)

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.

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

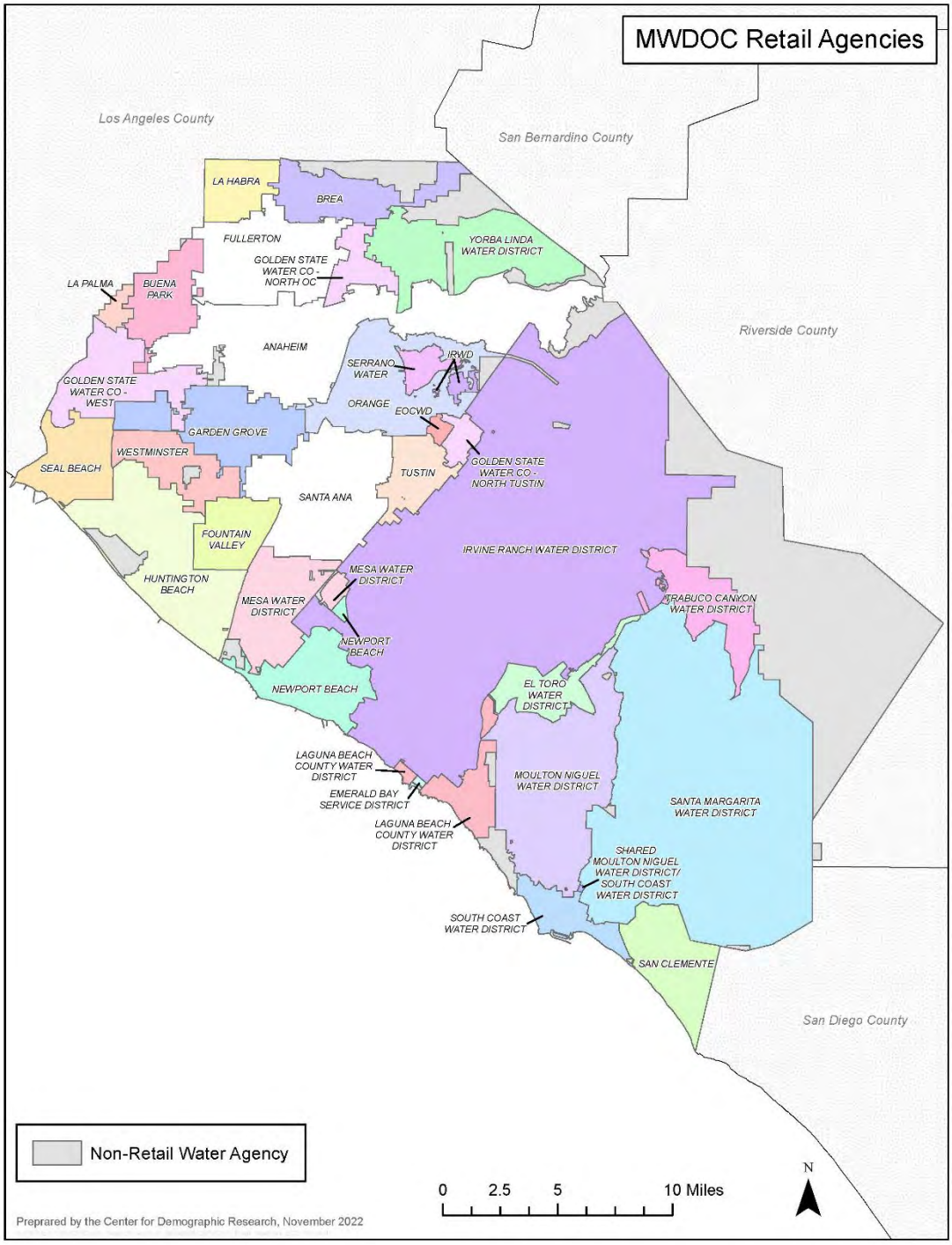


EXHIBIT B - STANDARD AGREEMENT FOR CONSULTANT SERVICES

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. 6

INFORMATION ITEM
November 12, 2025

TO: **Administration & Finance Committee**

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

Staff Contact: Cathleen Harris, Director of HR and Administration
Katie Davanaugh, Sr. Human Resources Analyst

SUBJECT: **SUPERVISOR ACADEMY TRAINING**

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive and file the information.

REPORT

Purpose

This item provides information regarding the upcoming Supervisor Academy Training to be hosted by MWDOC in collaboration with its member agencies.

Discussion

MWDOC will continue its collaboration with its member agencies for the second year in hosting the Supervisor's Academy Training, presented by *The Centre for Organization Effectiveness* (TCFOE). The training for participants is scheduled to begin in January 2026 and will be completed in early April. The training consists of five full-day sessions (approx. 40 hours) to be held at MWDOC in the joint boardroom. A copy of the program outline is attached.

Training is limited to 30 participants, and the class is fully reserved. The program's cost totals $35,970 (or $1,199 per student), plus the cost of meals and beverages, which MWDOC and participants will share. MWDOC plans to enroll four staff members for this session, with the other twenty-six seats reserved for member agencies.

Budgeted: ☒ Yes ☐ No ☐ N/A		Budgeted amount: $5,000
Core: ☒	Choice: ☐	Movement between funds: ☐ Yes ☒ No
Action item amount: $4,796		

Next Steps

MWDOC will administer the contract and handle the payment to TCFOE. MWDOC will then invoice participants for reimbursement.

The cost breakdown associated with this Supervisor's Academy Training is as follows:

Total invoice from TCFOE (30 attendees)	**$35,970**
Member Agencies will be billed in December 2025 (26 attendees):	$32,373
MWDOC's cost (4 attendees):	$4,796

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

Attachments/Links:
Attachment 1: Supervisor Academy Program Outline

Inspiring Excellence in Leaders and Organizations

The Centre's purpose is to advance the public good by inspiring excellence in leaders at all levels in community-serving organizations – public sector, nonprofit, education, and healthcare – and by helping them positively affect people's lives. Since 1993, The Centre has partnered with hundreds of such organizations to drive important outcomes. We look forward to working with you on this important work.

Program Outline

DAY ONE: January 6, 2026 - 8am-4:30pm at Municipal Water District of Orange County at 18700 Ward Street, Fountain Valley, CA 92708

Welcome/Kickoff

The Changing Role of Supervisors and Best Practices of Leadership

- Develop a clearer understanding of current theories and best practices of leadership
- Understand the differences between leadership and management
- Understand the impact of leadership style on individual motivation and team effectiveness
- Apply these models to your workplace and to yourself, and assess your strengths and areas for development
- Develop a personal development action plan for yourself

Facilitation Skills and Meeting Effectiveness

- Leverage meeting effectiveness as a leader
- Determine the appropriate purpose for meetings
- Utilize agendas, outcomes, minutes, and timekeepers effectively in meetings
- Enhance the effectiveness of team roles and responsibilities
- Understand accountability in facilitating effective team meetings

DAY TWO: January 20, 2026 - 8am-4:30pm at Municipal Water District of Orange County at 18700 Ward Street, Fountain Valley, CA 92708

Communication and the Myers Briggs Type Indicator (MBTI)

- Learn your type by taking the MBTI assessment
- Understand your MBTI preferences and the inherent strengths and limitations of your style
- Reflect on your natural communication style through MBTI lens
- Understand how communication style is related to your effectiveness as a manager and leader
- Enhance your understanding of teams and teamwork through your MBTI preference

Components of High-Performance Teams

- Learn team fundamentals for creating a high performing team
- Discover models and stages for understanding teams and team processes
- Understand social threats and rewards for influencing and motivating others
- Create a team charter for goals and role clarity

DAY THREE: February 24, 2026 – 8am-4:30pm at Municipal Water District of Orange County at 18700 Ward Street, Fountain Valley, CA 92708

Advanced Coaching and Influencing Others

- Learn specific tools and techniques for enhancing the performance of your staff
- Discover ways to develop job criterion and standards for employee performance
- Apply concepts of Situational Leadership to your management style
- Assess your own staff, peers, and supervisor, and identify ways to influence and motivate them

Diversity and Inclusion with Emotional Intelligence

- Learn the definitions surrounding diversity and inclusion
- Understand how Emotional Intelligence plays a part in managing bias in oneself and others
- Learn how to break down barriers to diversity and inclusion
- Discover personal strategies to consider using the FLEX model

DAY FOUR: March 9, 2026 - 8am-4:30pm at Municipal Water District of Orange County at 18700 Ward Street, Fountain Valley, CA 92708

Managing Change

- Understand the emotional response to change
- Discover models for understanding change
- Reflect on change and the cultural context in your organization
- Understand the importance of leading change and sponsorship
- Explore concepts of resilience

Communication & Conflict Resolution

- Understand why it is important to deal with conflict
- Identify sources of conflict
- Discover insights into your own conflict resolution style
- Learn about feedback and practice giving it
- Learn constructive processes for dealing effectively with conflict
- Apply new learnings

DAY FIVE: April 6, 2026 – 8am-4:30pm at Municipal Water District of Orange County at 18700 Ward Street, Fountain Valley, CA 92708

Decision-making and Accountability

- Understand a Decision-making model that balances the need for quality, acceptance, and time
- Enhance your understanding of teams and team Decision making in meetings
- Practice decision making through case studies

- Explore the concept of consensus decision making and its applications

Time Management, Delegation, Goal Setting , and Accountability

- Reflect on your Time Management Strategies and assess their effectiveness
- Identify time wasters and what to do about them
- Utilize at least two methods to prioritize work strategically
- Consider the skills of effective delegation and apply to your workload
- Understand goal setting: What it is and why it is important
- Set goals that apply learning's from the academy back to the work environment
- Create high level action plans to ensure success

Graduation Ceremony at 3pm

Administration, Board Support & Human Resources Activities

October 2, 2025 – November 5, 2025

Activity	Summary
Board Support	• Attended all Board and Committee Meetings, as well as preparation for these meetings, including packet preparation, meeting setup/take-down, Zoom coordination, etc. • Registered staff and directors for various conferences and training, made travel accommodations, processed business expenses, and updated the travel budget spreadsheet. • Reviewed RFPs, contracts, and agreements for content and consistency with the Administrative Code. • Reviewed, coordinated, and responded to 2 Public Records requests. • Met with OCWD IT and staff regarding updates on the joint Boardroom Audio Visual project. • HR and Board Support staff participated with the 75th anniversary staff committee to discuss planning. • Staff attended an Active Shooter training course and a course by Cal State Fullerton on Organizational Dynamics. • District Secretary attended the CSDA Board Secretary/Clerks Conference.
Administrative projects and activities	• Assisted with WACO Meetings via Zoom, PowerPoint presentations, preparing for hybrid meetings, various correspondence, note-taking, coordinating with the WACO president and speakers, and updating the WACO information on the website. • Assisted the Finance Department with filing, processing invoices, purchase requisitions, business expense reports, and credit card reconciliations. • Updated and paid membership accounts, as needed. • Assist with State and Federal Advocacy RFP Interviews: created interview books, scheduled and hosted Zoom interviews. • Hosted the ISDOC Quarterly Luncheon on October 30, 2025. • Began planning the upcoming retirement celebration for Leah Frazier. • Coordinating the Thomas House Family Shelter Fill the Table Food Drive. • Followed up with agencies that have not provided their signed Urban Water Management Plan Cost Sharing Agreements and sent fully executed Urban Water Management Plan Cost Sharing Agreements to agencies. • Assisted with meeting invites and logistics for the Emergency Water Supplies to So. Orange County – Stakeholder meeting. • Coordinated with vendor on purchase of MWDOC apparel for staff.

Administrative projects and activities (continued)	• Cross-training of the admin. team is underway with preparations for Leah Frazier's retirement in December. • Staff is coordinating with OCWD and the contractor on repairing and replacing tiles by the MWDOC entry doors. • Participated in a meeting with OCWD staff regarding Joint Boardroom storage area. • Updated the front desk procedures manual. • Working with IT on developing an online fillable Conference Room request form.
HR Activities	• Continuing to work with the District's Financial Investment Advisor, Morgan Stanley Institutional Investment Advisors LLC, on the transition of the 401a VOYA Plan to a new EMPOWER 401a Plan. • Coordinated and participated in interviews for the WEROC, Water Loss Control, and Accounting Technician positions.
Recruitment / Departures	• Recruitment activities for an Accountant will resume in January 2026. • Katie Vo has been hired to fill the Water Loss Control Intern position and started with the District on October 28th. • Interviews for the WEROC Coordinator/Specialist position were held, and a candidate was selected to fill the Coordinator position.
Health and Welfare Benefits	• Open Enrollment is underway for the 2026 Flexible Benefits Spending Plans; information has been presented to eligible participants. • A representative from JPIA presented information to staff on medical benefits and various resources available through the JPIA benefits programs.
Records Management	• Continued to review incoming mail and log necessary documents into the Laserfiche system. • Staff continues to review documents and update information in Laserfiche. • Staff is clearing out items from the storage room and forwarding them to Corodata for storage to create more space for other items on site.
Training	• An all-staff training session was held on October 28 and presented by Cal State Fullerton on "Organizational Dynamics". • Additional training sessions for SharePoint and on preparing staff reports are also being developed. • All staff participated in the mandatory Active Shooter Training held on October 14 • HR participated in a two-day webinar, "HR Bootcamp for Special Districts," on October 15 and 16

	• HR and Finance staff attended a webinar training session hosted by JPIA on the rollout of a new risk management software

Item No. 7b

INFORMATION ITEM
November 12, 2025

TO: **Administration & Finance Committee**

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

Staff Contact: Steven Hung, Financial Analyst/Database Analyst

SUBJECT: **FINANCE AND INFORMATION TECHNOLOGY**

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive and file the information.

REPORT

The following list details the status of special projects in progress or to be completed during this Fiscal Year:

Finance

Accounting	Rebate Program(s)	Currently holding five rebate check(s) awaiting W-9 form(s).
Accounting	RFP	Possible new custodian for long-term investments.
Finance	ERP Project	Attended ERP Project Kick-off Meetings with key stakeholders to align on scope, timeline, and deliverables.
Finance	Budget	Completed additional refinements to the Biennial Budget template to streamline the budgeting process.
Finance	Other	Ongoing process improvements.

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

Information Technology (IT)

Security	Backups	A review of backup reports indicates that systems are consistently and securely backed up according to schedule and stored in multiple backup locations using immutable storage.
	Email	An email defense system protects against malware, impersonation, and fraud detection. Of the 47K inbound emails, 32% were rejected due to unsafe content. The District sent over 12K emails, and 15 email incidents required District IT assessment and mitigation.
	Managed Security Service Provider (MSSP)	Configured a new Security Information and Event Management (SIEM) logging tool and added an Intrusion Detection System (IDS) to the network
Services	Room Reservation System	Pilot tested a new internal tracking system for requesting conference rooms and associated support
	Server Replacement	Started a project with a vendor to modernize servers, migrate some workloads to the cloud, and improve Active Directory functionality.
	Support Tickets	80 tickets created, 77 tickets resolved.
	Vulnerability Scanning	Weekly external vulnerability scans conducted by DHS-CISA have identified no exposures or weaknesses.
	Writing Assistant Tool	Planning underway to tune service to match the District's brand, tone, and style.
Training	Cybersecurity	Contributed to a Member Agencies meeting on cybersecurity best practices and services.

Item No. 8

INFORMATION ITEM
November 12, 2025

TO: **Administration & Finance Committee**

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

Staff Contact: Kevin Hostert, Senior Water Resources Analyst

SUBJECT: **MONTHLY WATER USAGE DATA AND WATER SUPPLY INFORMATION**

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive and file the information.

REPORT

The attached figures show the recent trend of water consumption in Orange County (OC), an estimate of Imported Water Sales for MWDOC, and selected water supply information. This information is also presented utilizing the following link: MWDOC A&F Monthly Water Usage Data and Water Supply Information (https://tinyurl.com/ys35tsvy).

- OC Water Usage, Monthly by Supply - OCWD Groundwater was the main supply in September.
- Estimated OC Water Usage, Monthly, Comparison to Previous Years - Water usage in September 2025 was slightly above average compared to the last 5 years. Water usage for Fiscal Year (FY) 2025-26 is projected to be slightly below average compared to FY 2024-25.
- Historical OC Water Consumption - Orange County Municipal and Industrial (M&I) water consumption is projected to be 515,500 AF for FY 2025-26 (this includes ~9,000 AF of agricultural usage and non-retail water agency usage). This is about 8,500 AF less than FY 2024-25 and is about 42,000 AF more than FY 2023-24. Water usage per person is projected to be 145 gallons per day in FY 2025-26 for Orange County (including recycled water). Although the OC population has

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

increased 20% over the past two decades, water usage has not increased, on average. A long-term decrease in per-capita water usage is mainly attributed to water use efficiency (water conservation) efforts. OC water usage has declined significantly since the end of FY 2013-14. Since the start of FY 2014-15, the average OC annual water usage is 522,500 AF, a decline of 99,000 AF since FY 2013-14. In FY 2023-24, Orange County M&I water consumption was the lowest since FY 1978-79 (45 Years).

- Water Supply Information includes data on rainfall in OC; the OCWD Basin overdraft; Northern California and Colorado River Basin hydrologic data; the State Water Project (SWP) allocation, and regional storage volumes. The data have implications for the magnitude of water supply from the three watersheds, which are the principal sources of water for OC. Note that a hydrologic year (Water Year, WY) runs from October 1 to September 30.

  - Orange County's accumulated precipitation through *late October 2025 was well above average* for this period. Water year-to-date rainfall in Orange County is 1.38 inches, which is 282% of normal.

  - Northern California accumulated precipitation through late *October was 105% of normal for this period*. Water Year 2025 was 113% of normal, while Water Year 2024 was 96% of normal. As of October 29, 2025, no Northern California snowpack data was available*. As of late October, 32.14%* of California is experiencing *moderate drought conditions*. *9.58%* of California is experiencing *severe to exceptional drought conditions.* The SWP Contractors Initial Table A Allocation has not been set for WY 2026.

  - Colorado River Basin accumulated precipitation through *late October was 180% of normal* for this period. The *Upper Colorado Basin snowpack data was not available as of October 29, 2025. Lake Mead and Lake Powell* combined have approximately *44% of their average storage volume* for this time of year, and are at 30*.0% of their total capacity*. Lake Mead's *levels have been below the "trigger" limit of 1,075 ft. since the start of Calendar Year (CY) 2022*. The U.S. Bureau of Reclamation (USBR) has declared a shortage at Lake Mead, impacting Colorado River water deliveries to the Lower Basin states. Lake Mead, as of late October, *was 17.35' BELOW the "trigger" limit*. The USBR has declared a *shortage on the Colorado River, which began on January 1, 2022*. *There is a 100% chance of shortage continuing in 2026, 93% in 2027, and 97% in 2028.* Lake Mead as of *late October was 12.65' ABOVE the State of California "trigger" limit*. *There is a 0% chance of mandatory cutbacks for California in 2026, 0% in 2027, and 13% in 2028.*

  - Lake Powell's current water levels as of October 28th stood at approximately 3,545.5 feet above sea level, which is about 154.5 ft below full pool (3,700 ft). Water storage remains critically low, at around 28.0% of full capacity. Year-to-date, inflows are just 50% of average. The USBR projects that Lake Powell

may dip to near-deadpool levels (below ~3,500 ft), putting hydropower generation at risk by December 2026. However, although the lake is hovering around 28% capacity, past lows (especially in 2021) did not quite reach dead pool levels, suggesting it may still be avoidable with management efforts.

ALIGNMENT WITH BOARD STRATEGIC PRIORITIES

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

Attachments/Links:
Attachment 1: Monthly Water Usage Data and Water Supply Figures Link 1: MWDOC A&F Monthly Water Usage Data and Water Supply Information (https://tinyurl.com/ys35tsvy)

Fig. 1 OC Water Usage, Monthly by Supply with Projection to End of Fiscal Year

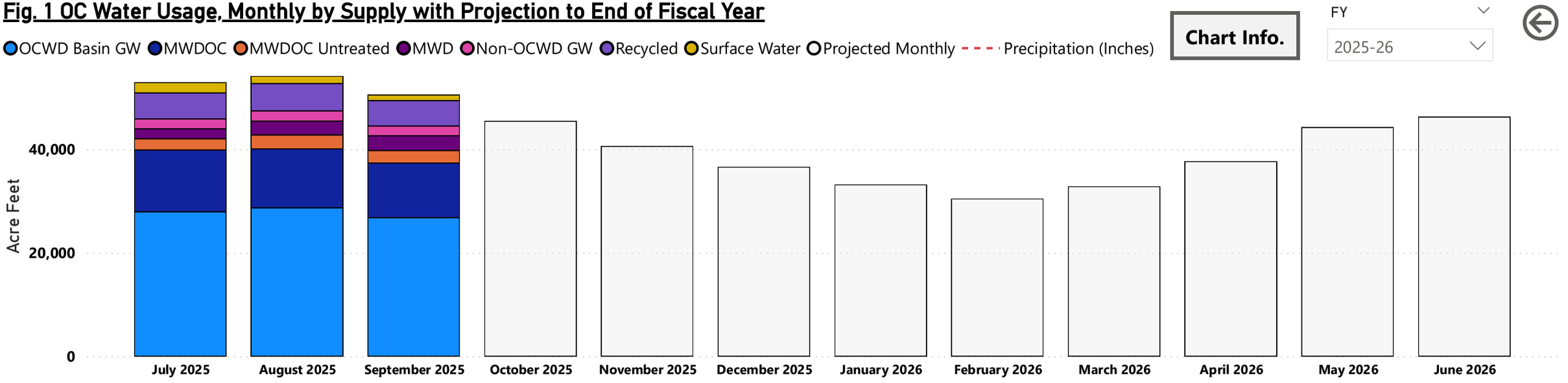


Fig. 2 OC Monthly Water Usage: Compared to Last 4 Fiscal Years

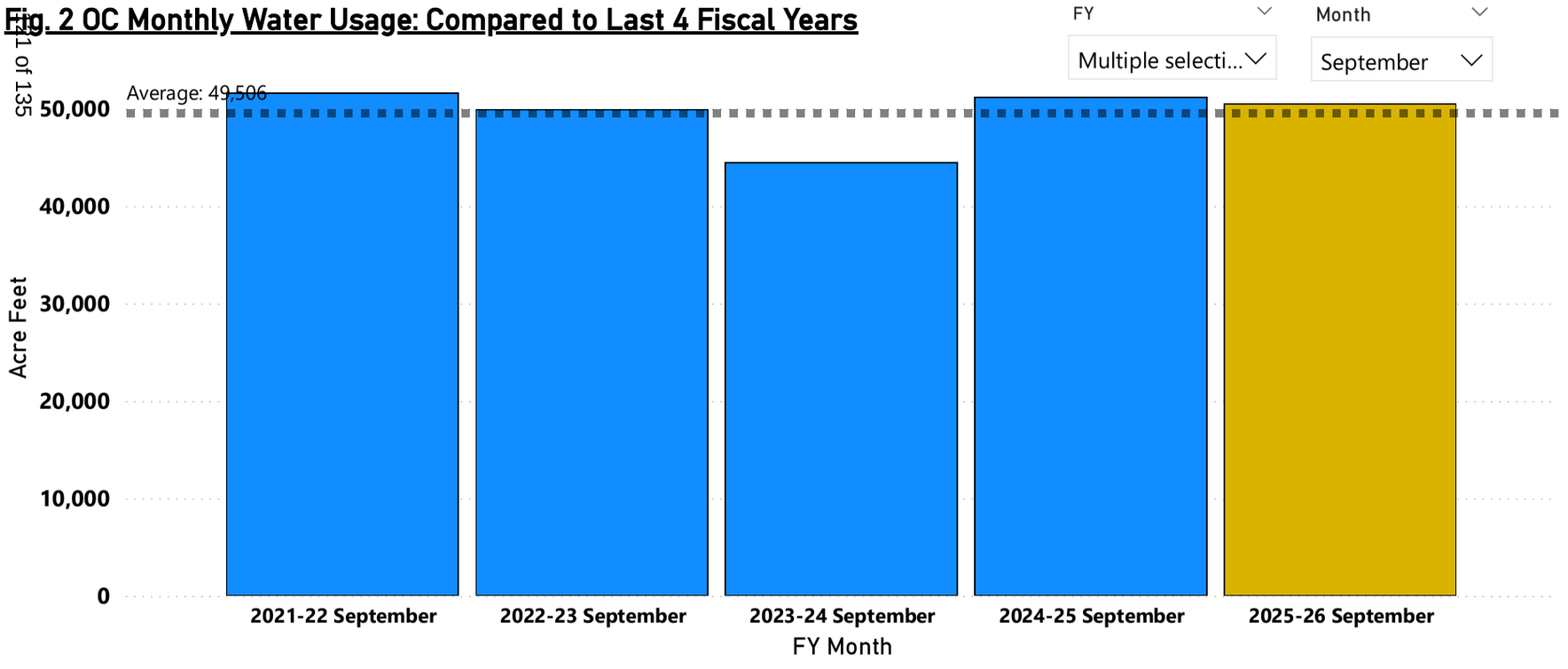


Fig. 2A Partial Year Subtotals

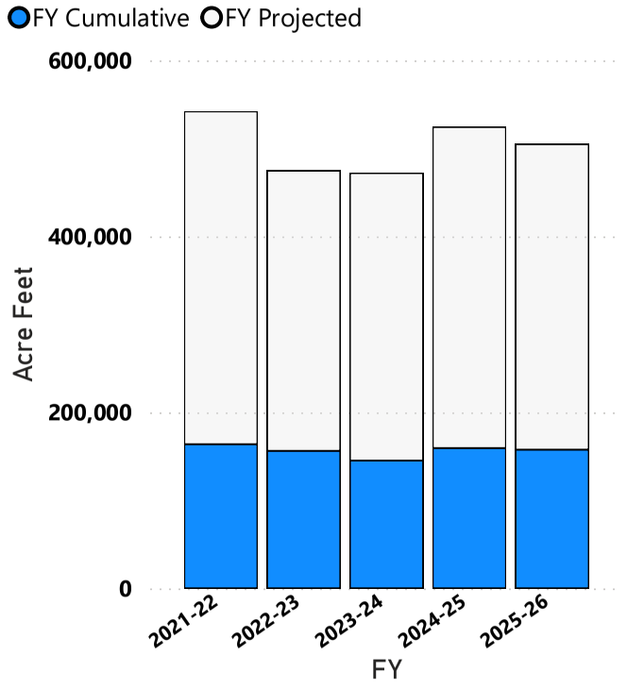


Fig. 3 OC Water Usage Last 3 Years

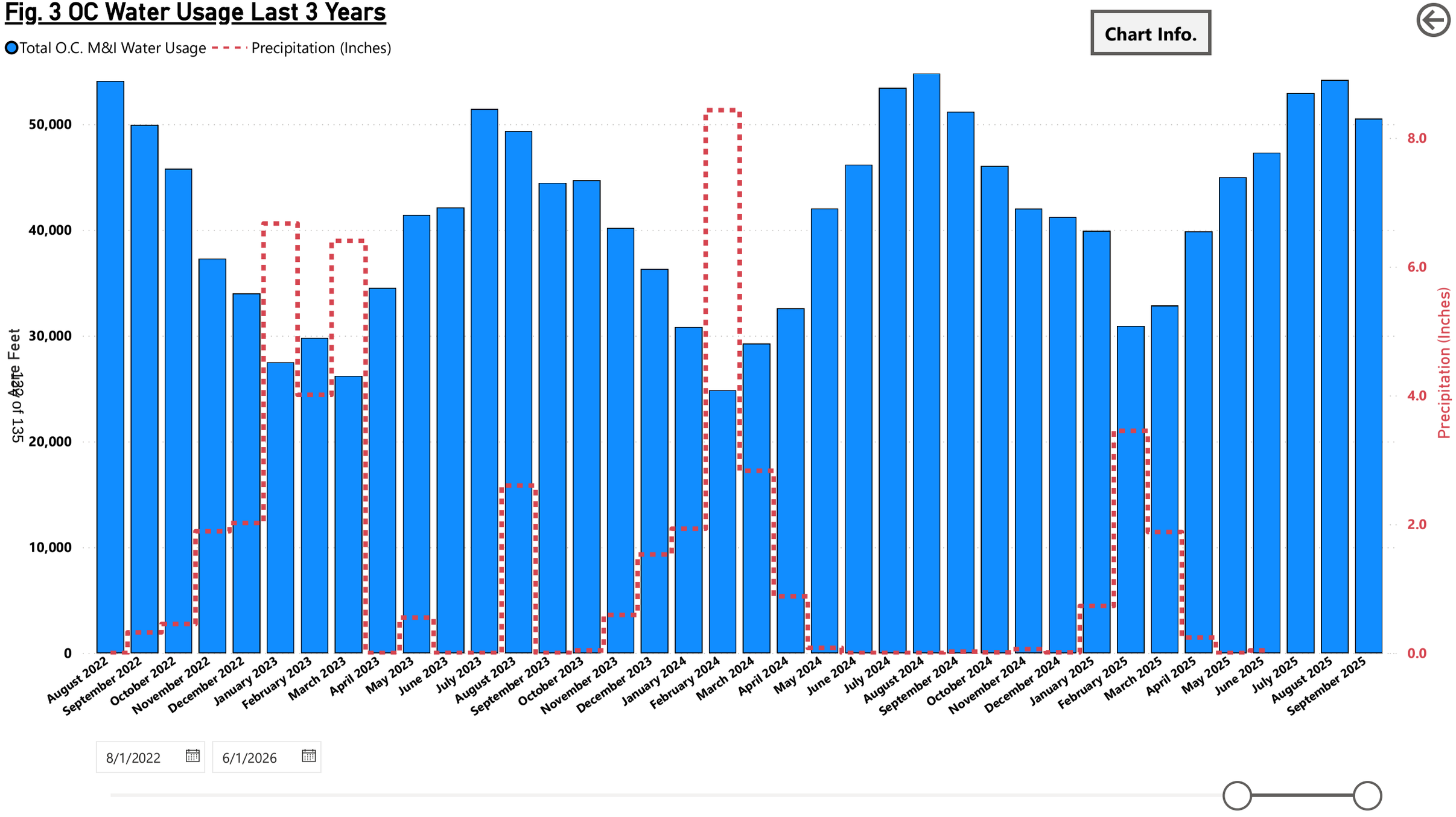


Fig. 4 Orange County Cumulative Rainfall vs. Average

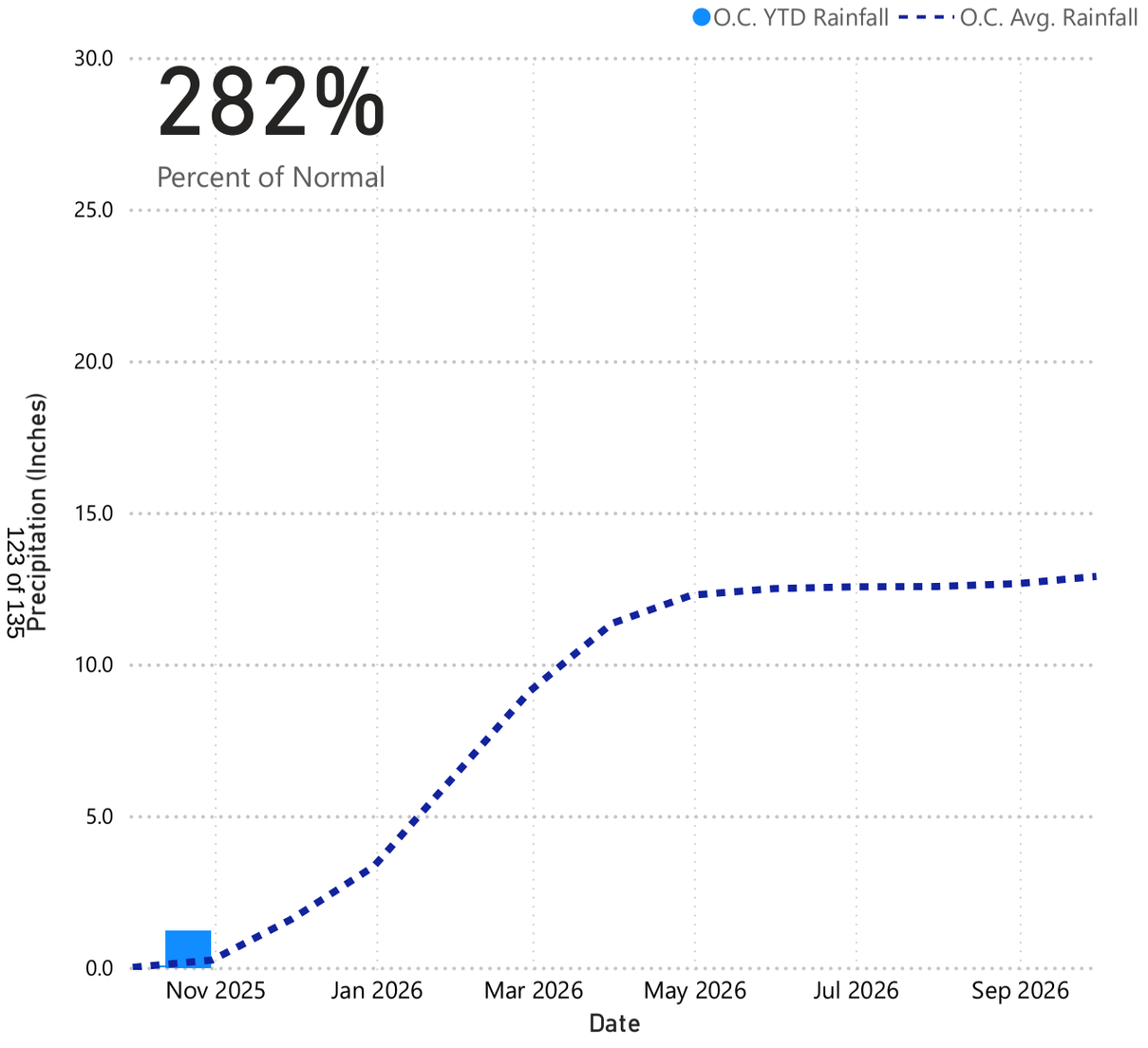
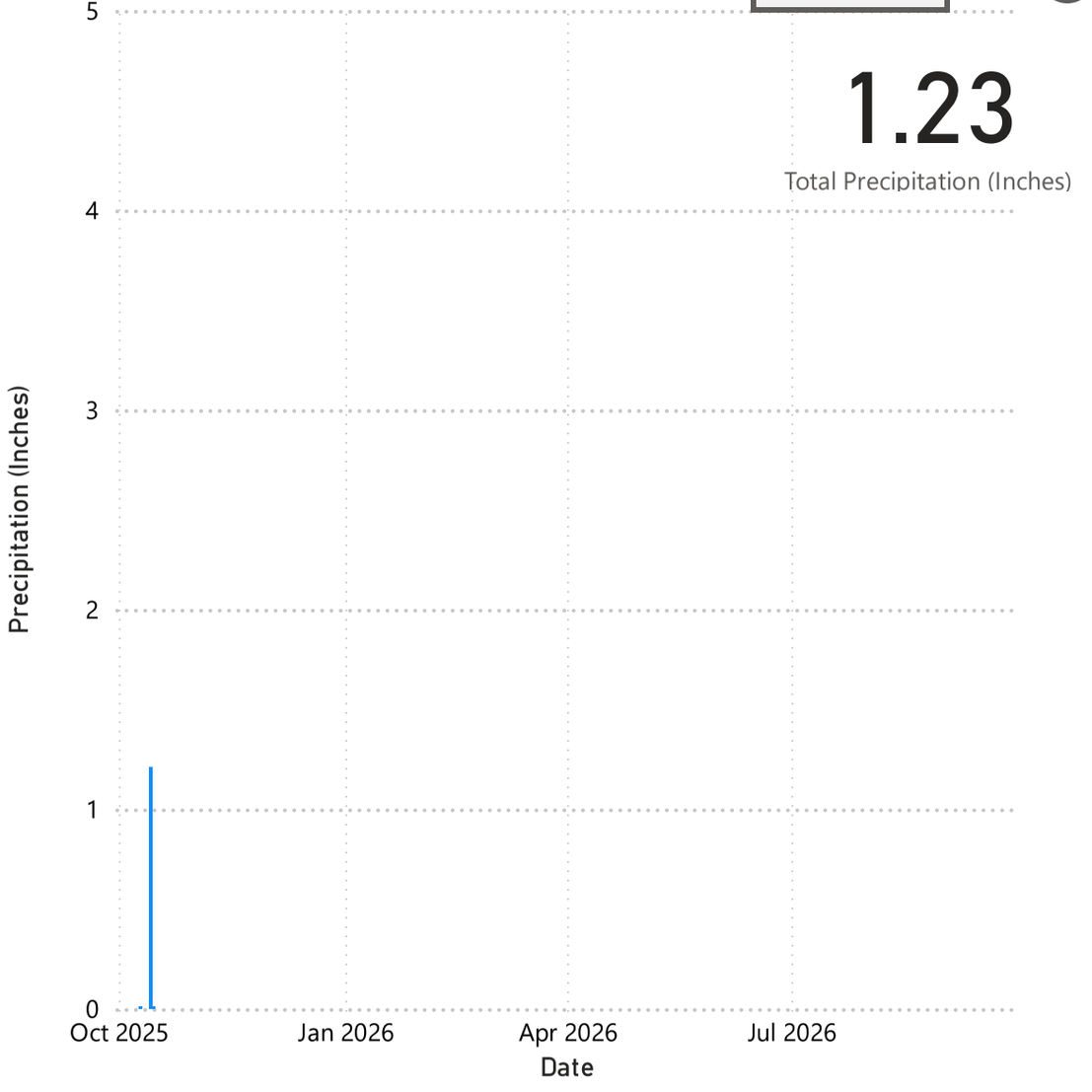


Fig. 4A Orange County Daily Rainfall

Chart Info.



Water Year

2025-26	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11

Fig. 5 The 8 Station Index Cumulative Rainfall vs. Average

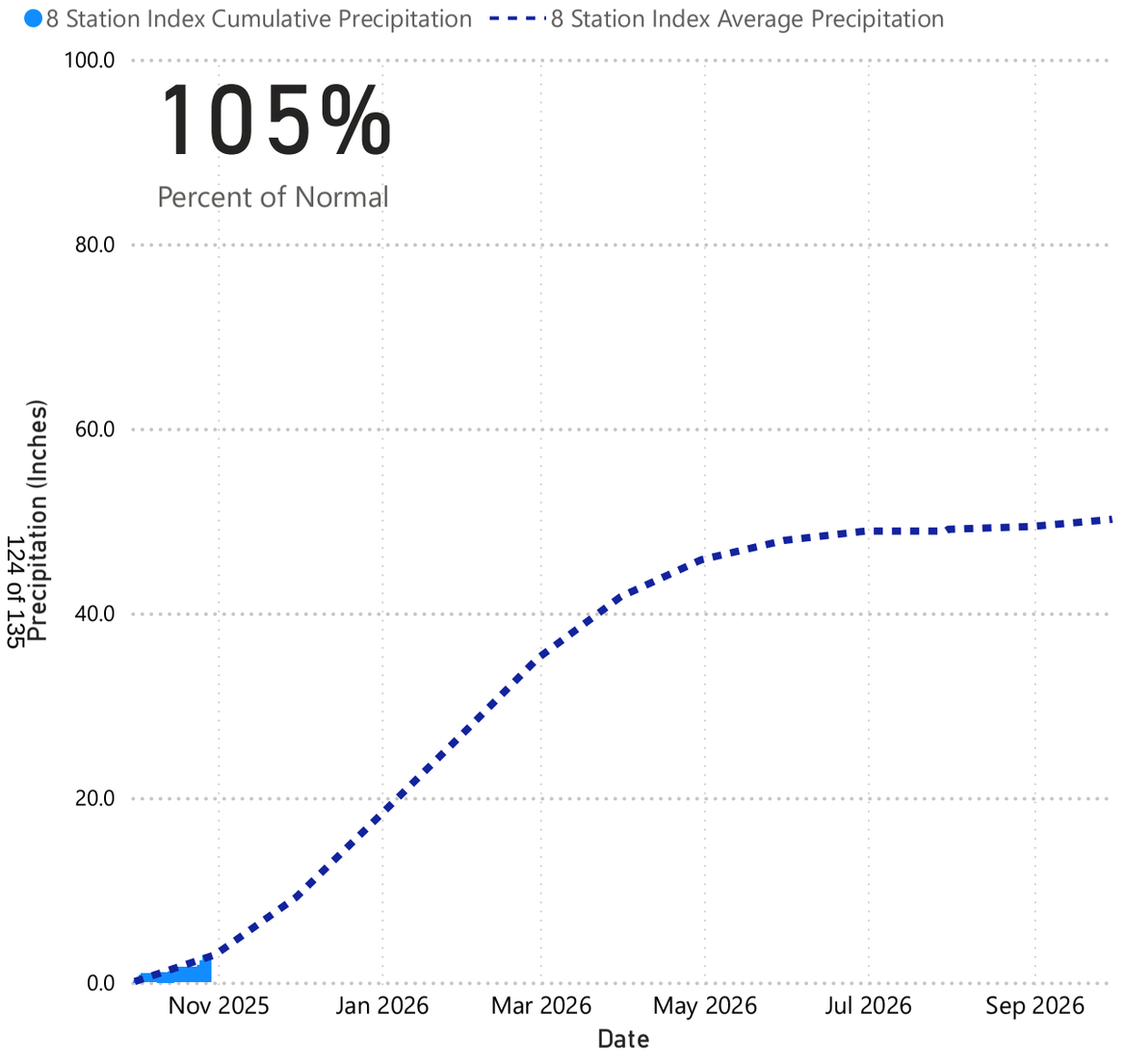
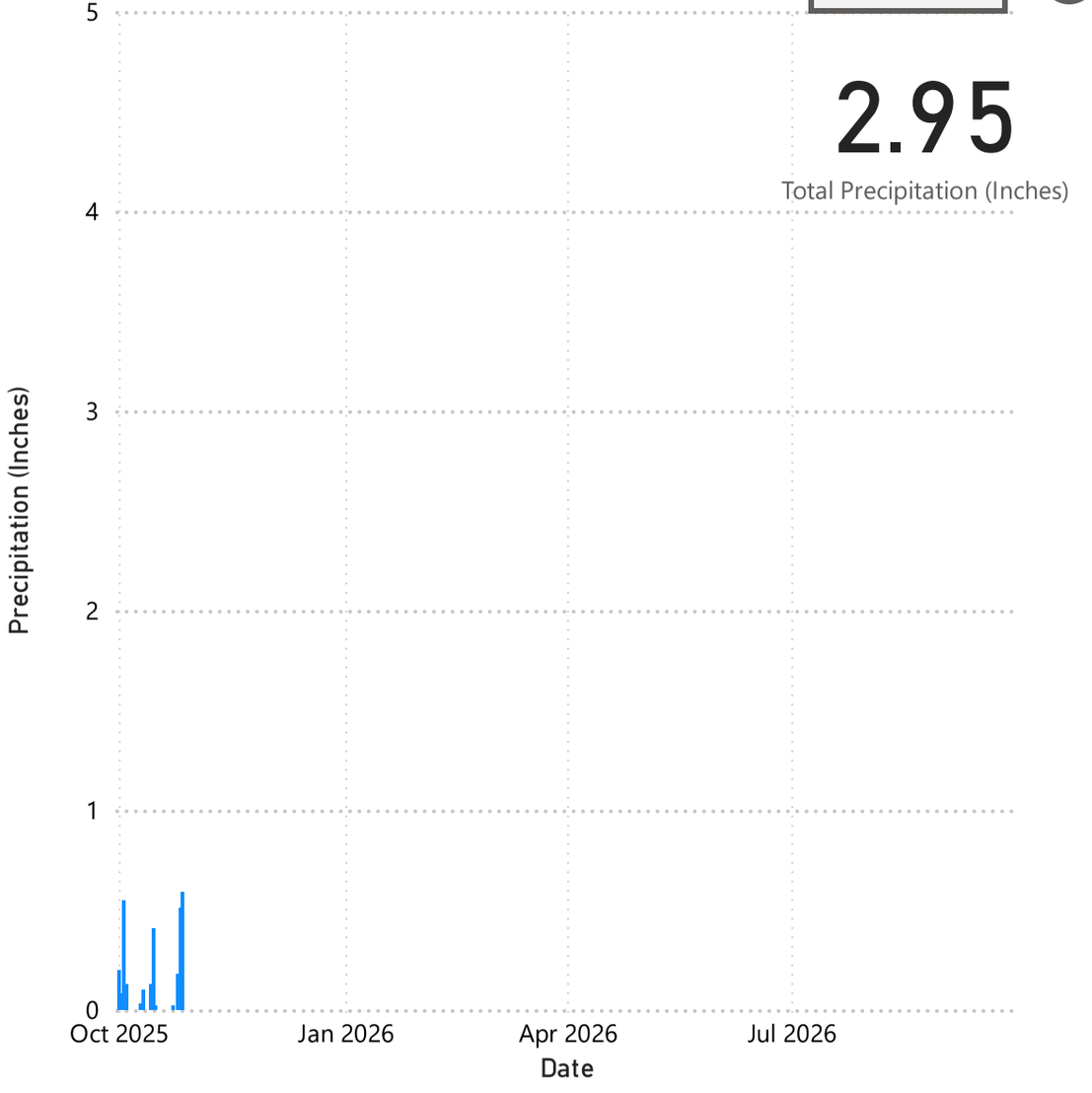


Fig. 5A The 8 Station Index Daily Rainfall

Chart Info.



Water Year

2025-26	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11

Fig. 6 Upper Colorado River Basin Cumulative Rainfall vs. Average

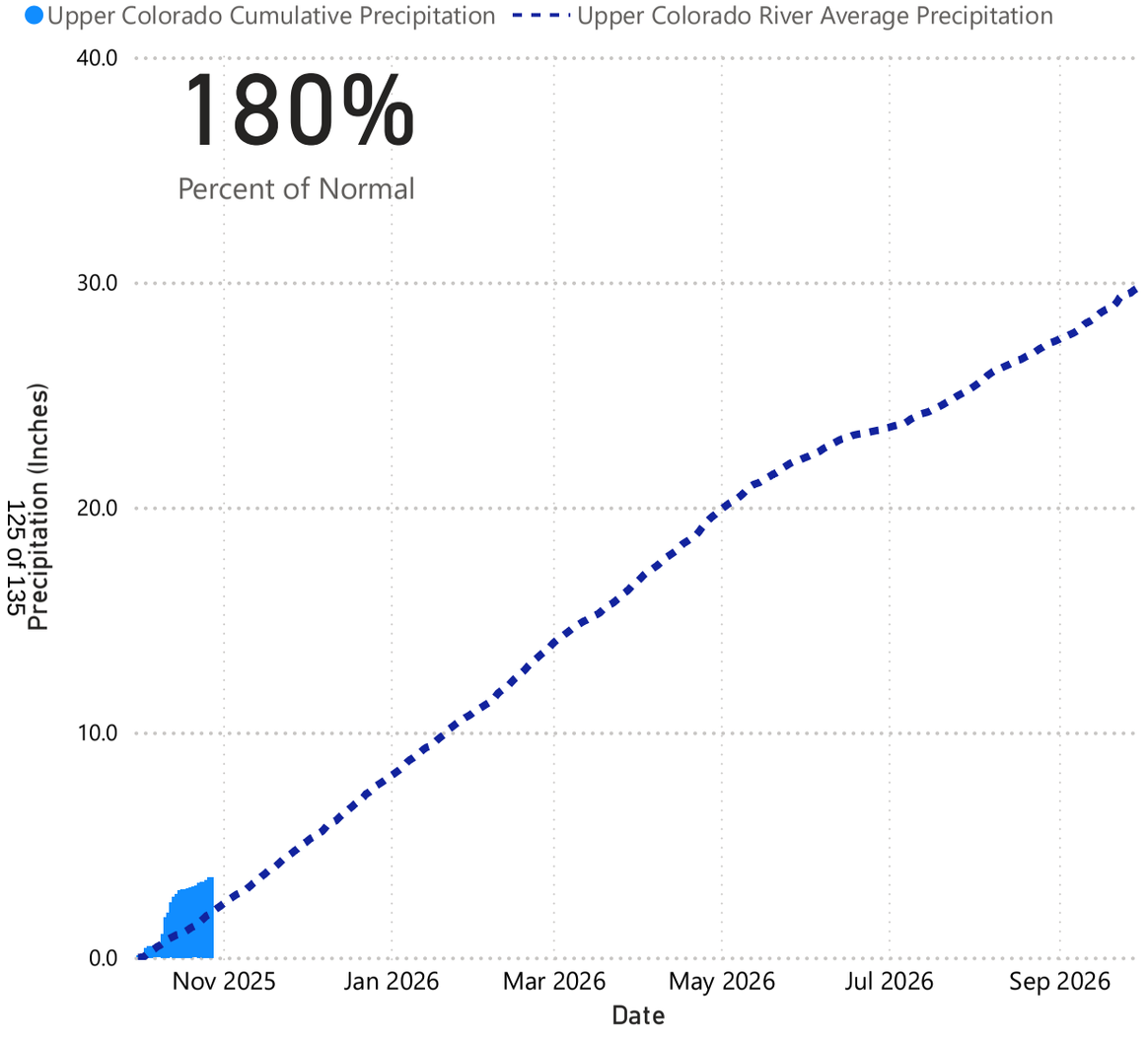


Fig. 6A Upper Colorado River Basin Daily Rainfall

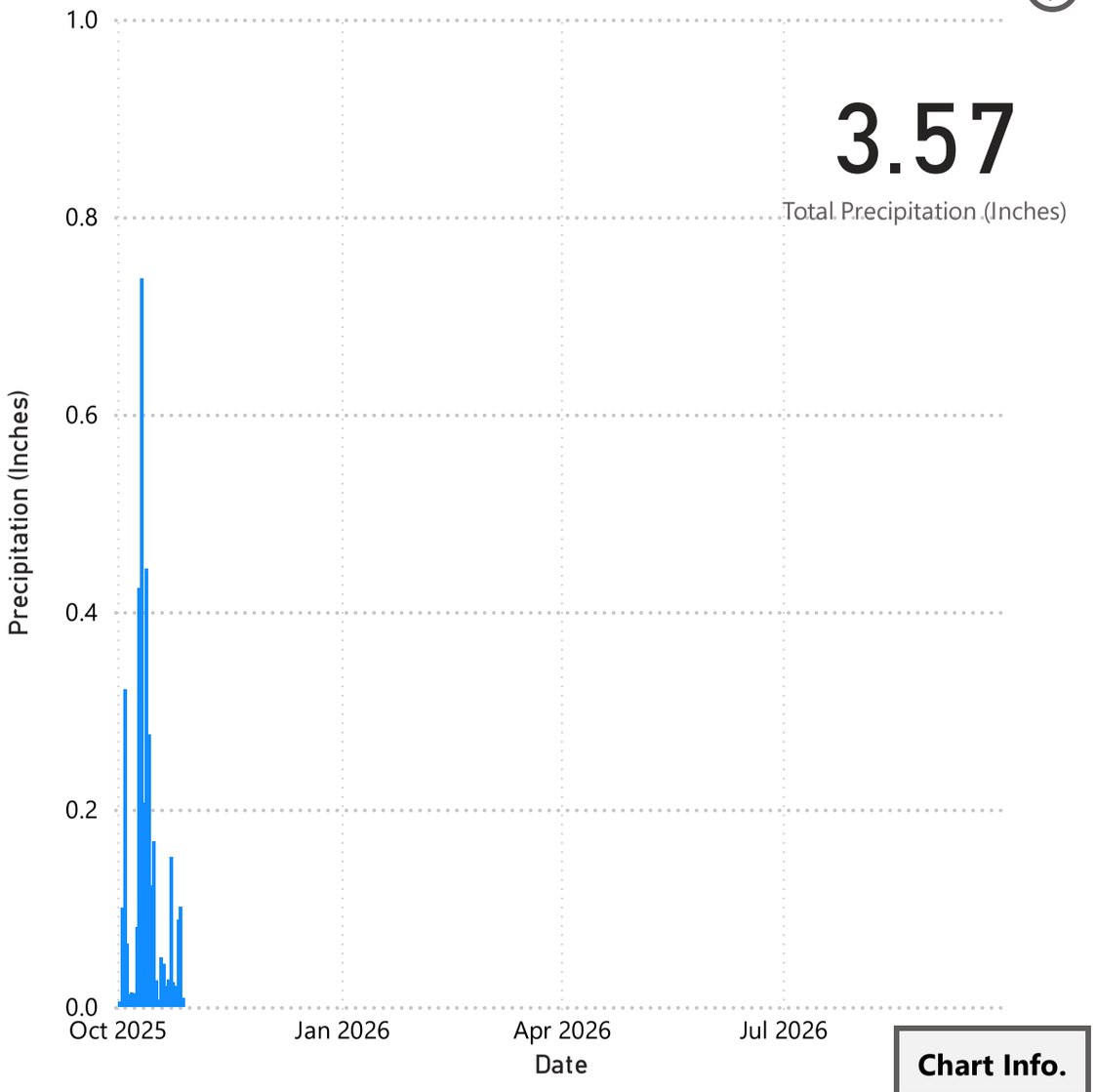


Chart Info.

Water Year

2025-26	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11

Fig. 7 Lake Mathews Storage

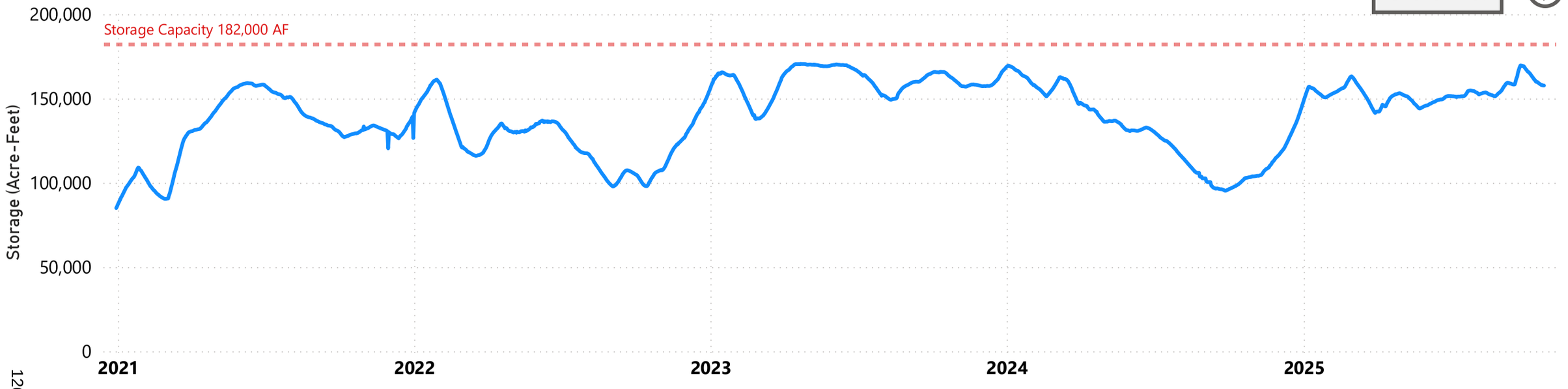


Fig. 8 Diamond Valley Lake Storage

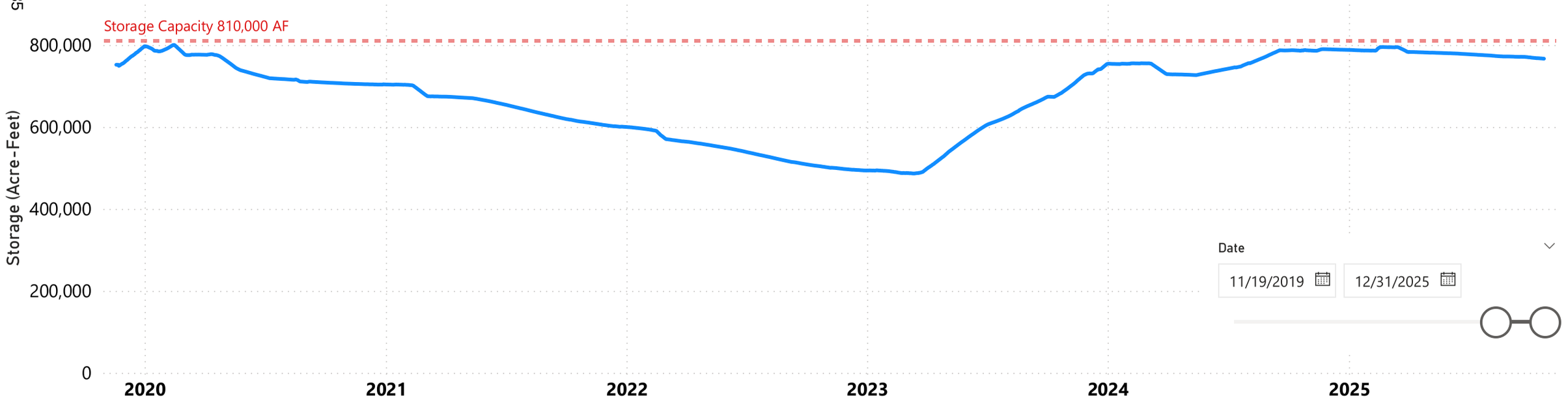


Fig. 9 Lake Oroville Storage vs. Historical Average

Chart Info.

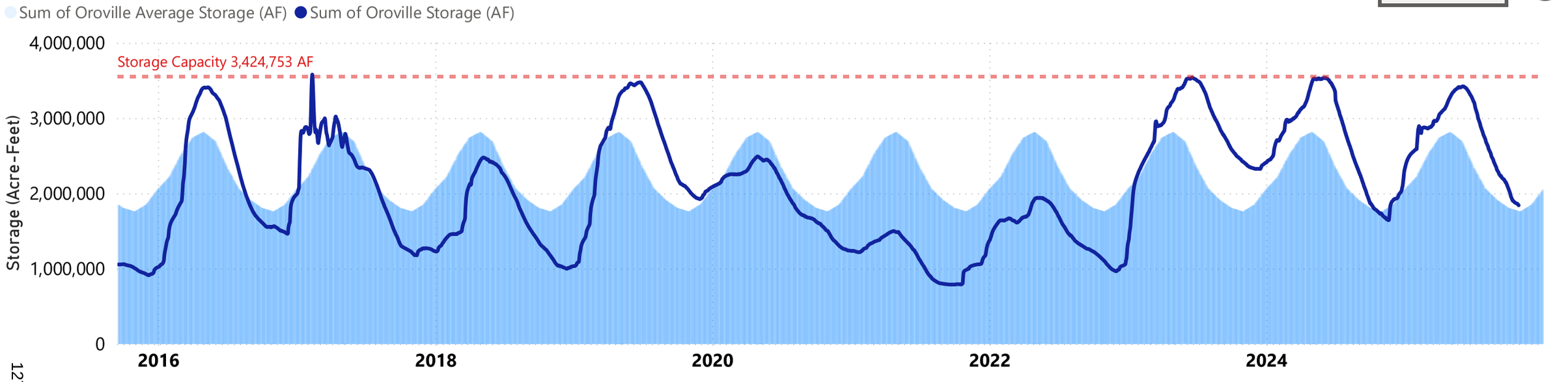
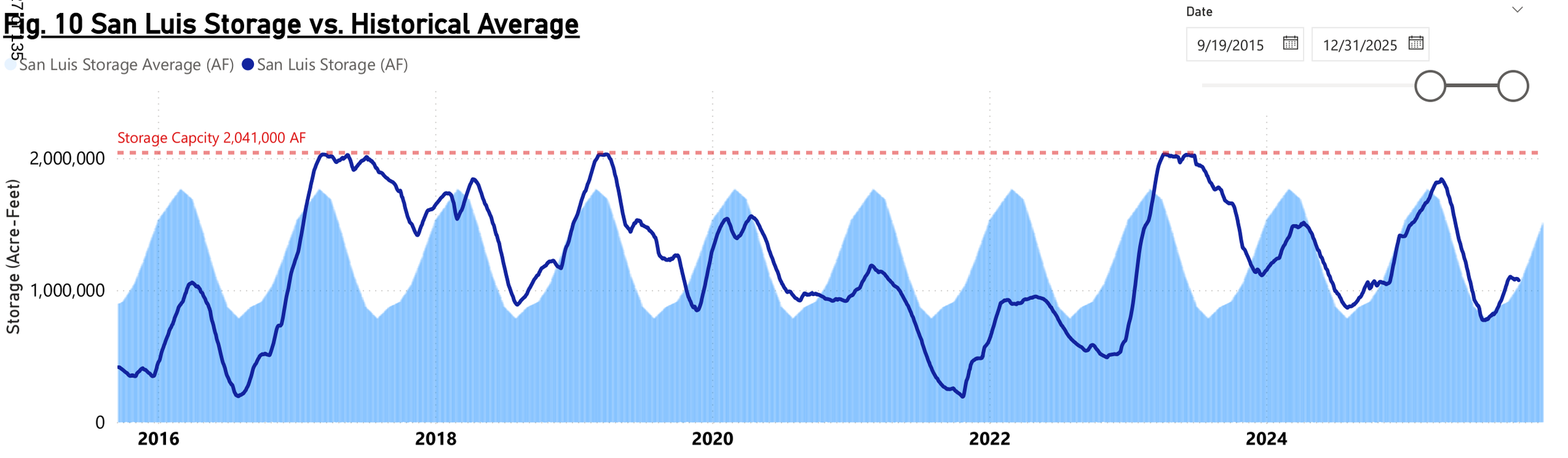


Fig. 10 San Luis Storage vs. Historical Average



Date
9/19/2015
12/31/2025

Fig. 11 Northern California SWE vs. Average

Chart Info.

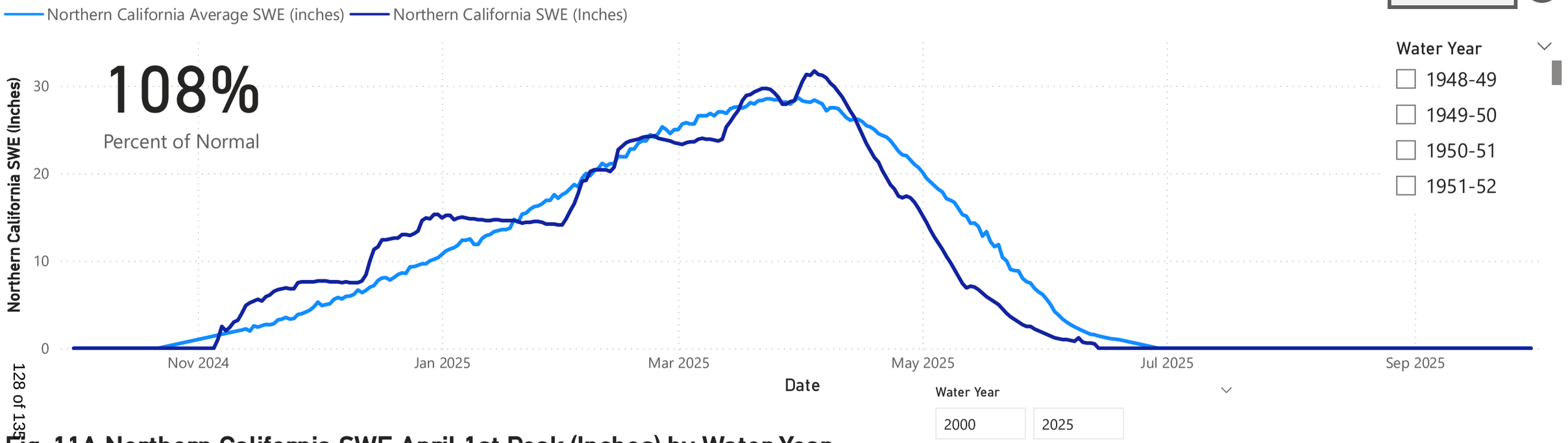


Fig. 11A Northern California SWE April 1st Peak (Inches) by Water Year

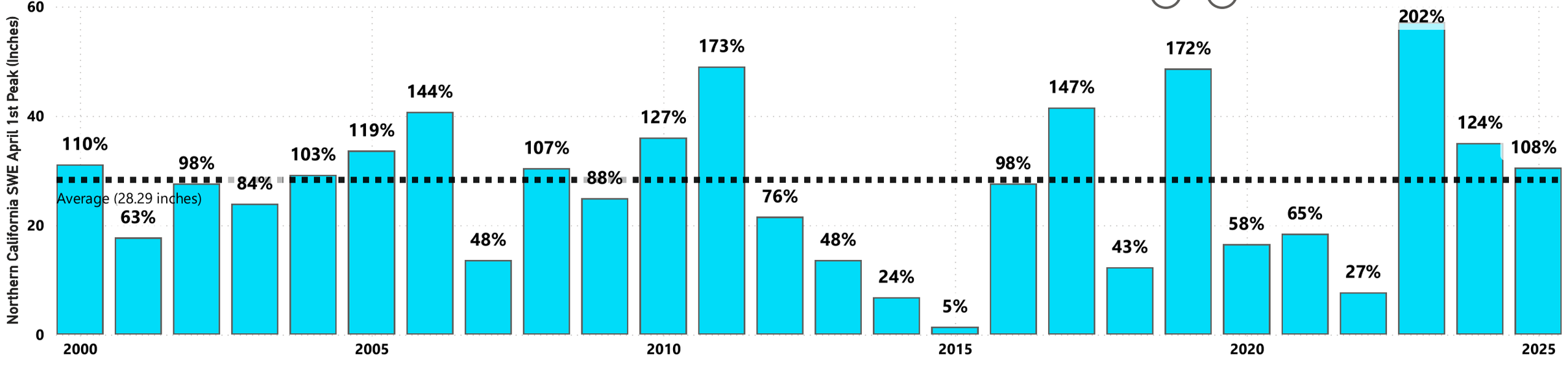


Fig. 12 Upper Colorado SWE vs. Average

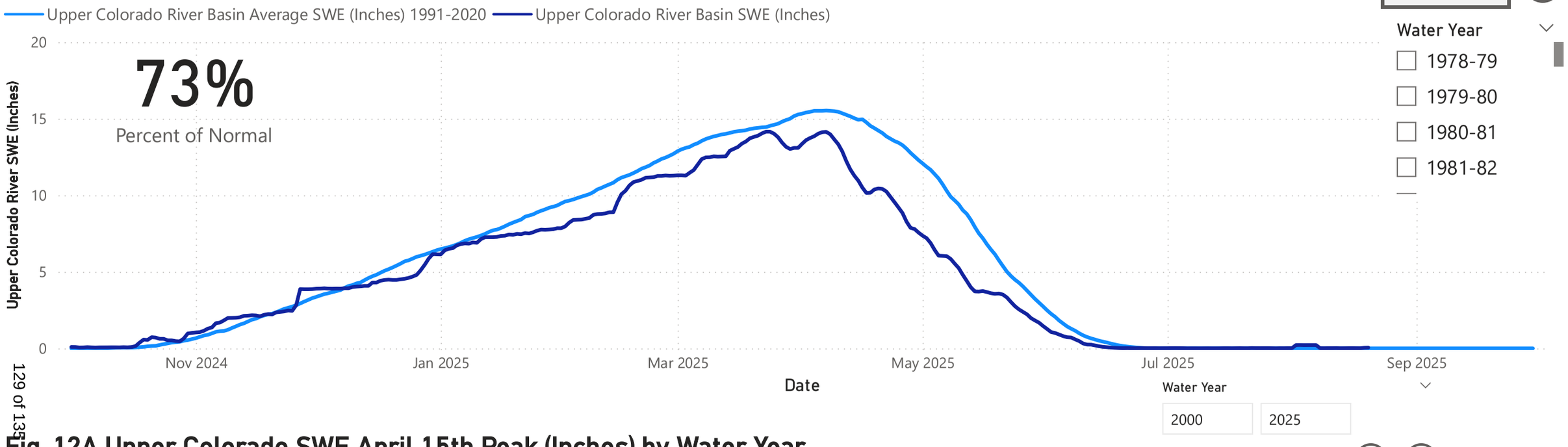


Fig. 12A Upper Colorado SWE April 15th Peak (Inches) by Water Year

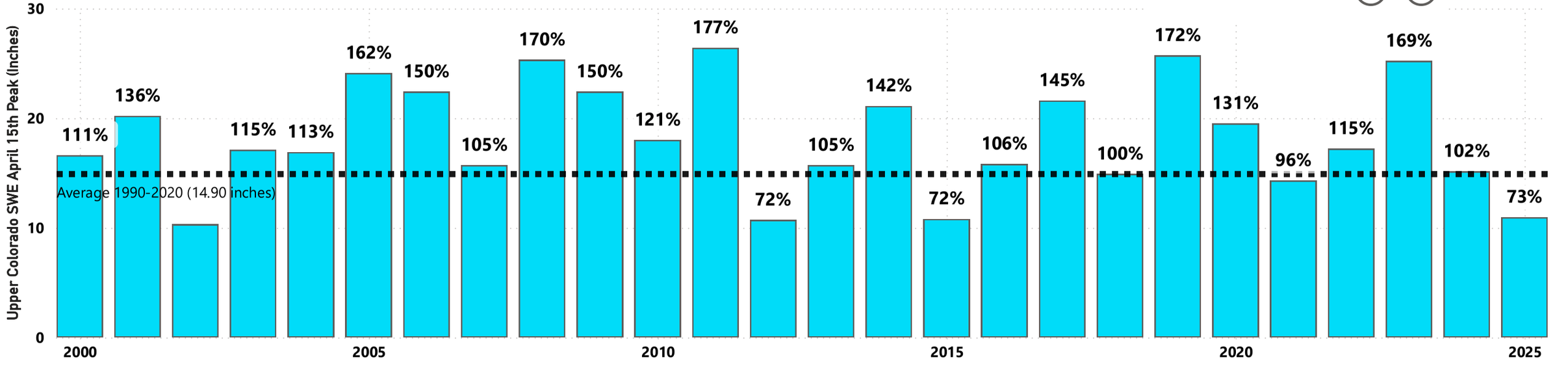


Fig. 13 SWP Table A Allocation Percentage

Chart Info.

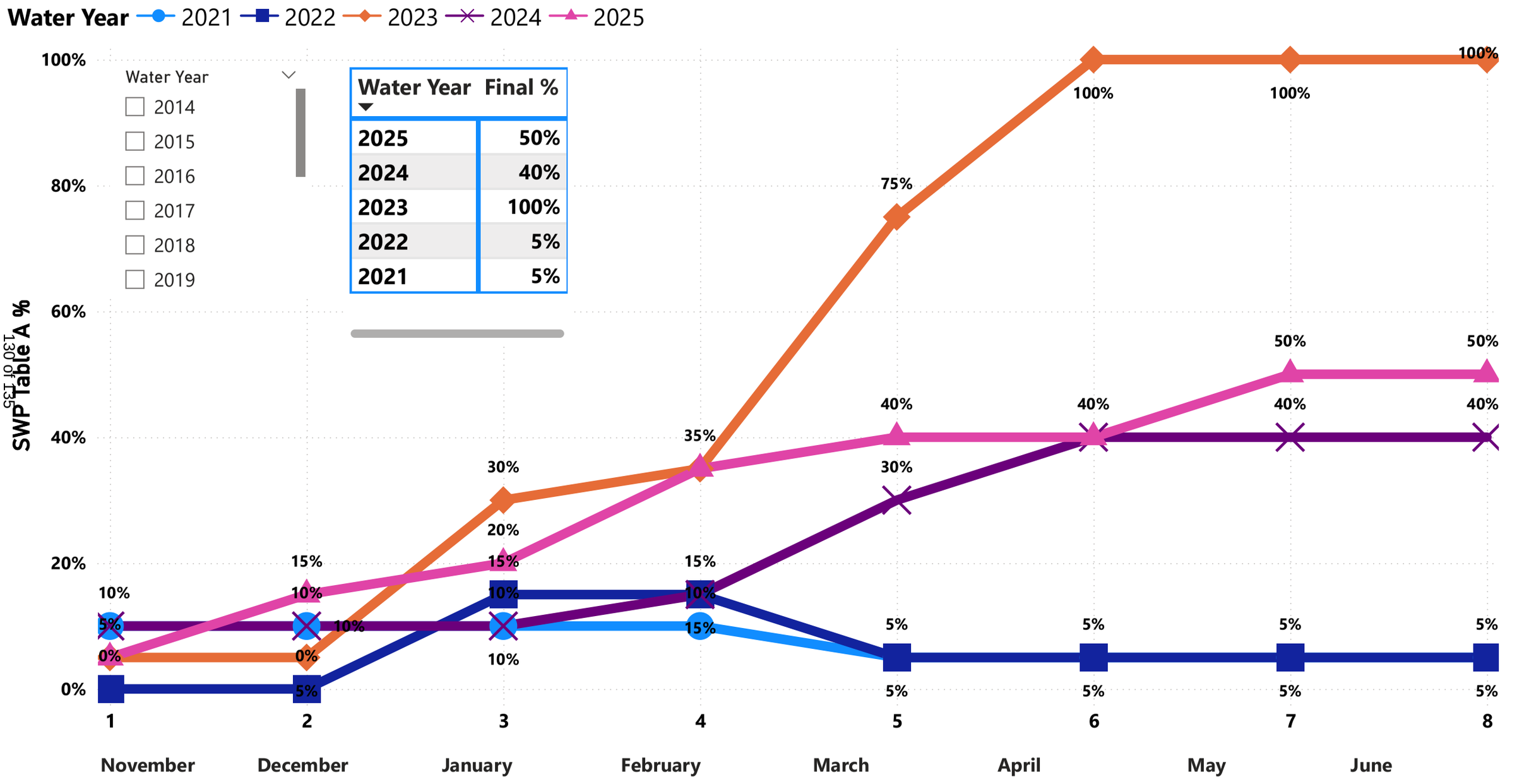


Fig. 14 Lake Mead Levels: Historical and Projected

Chart Info.

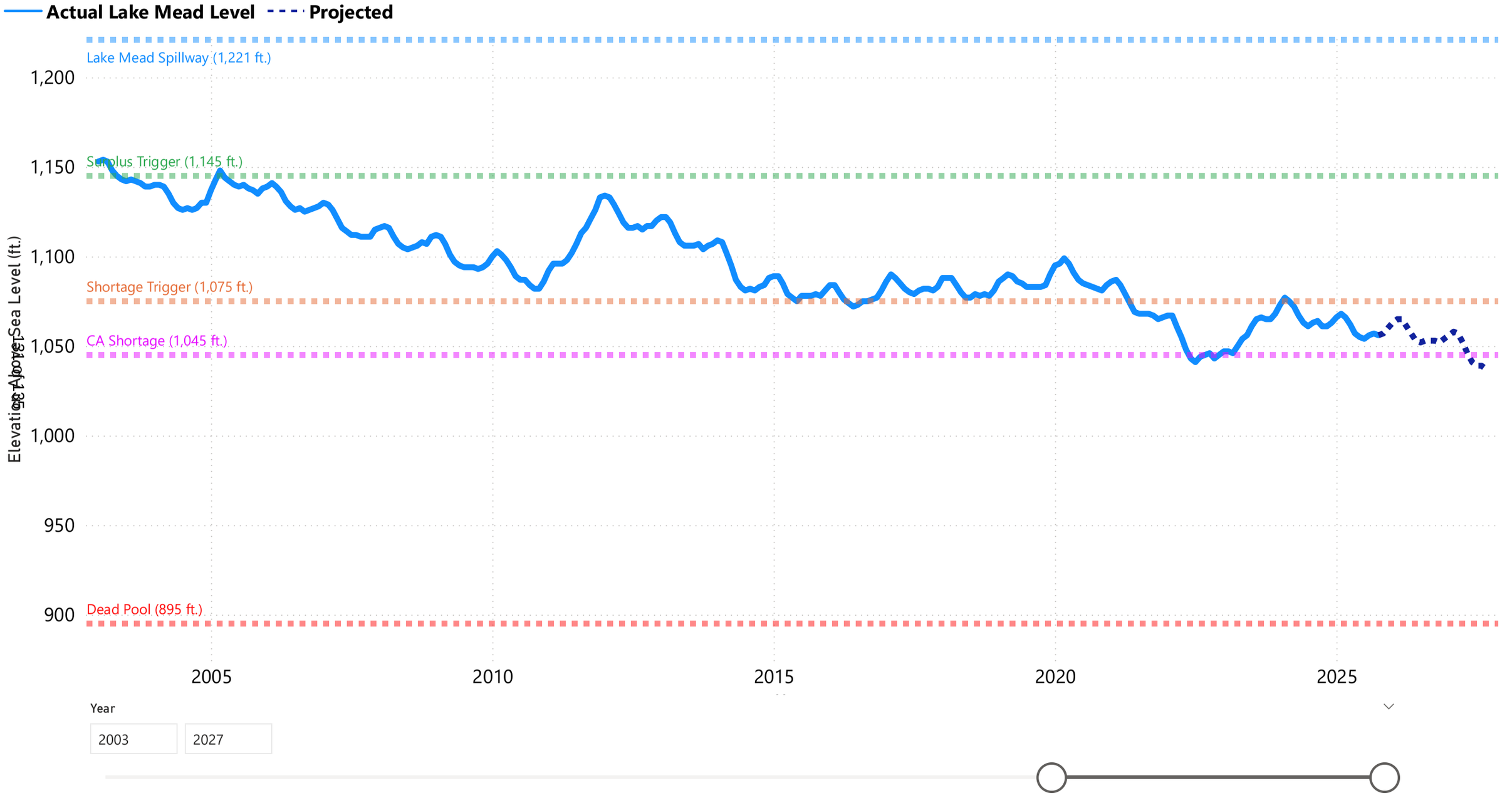


Fig. 15 Lake Powell Levels: Historical and Projected

Chart Info.

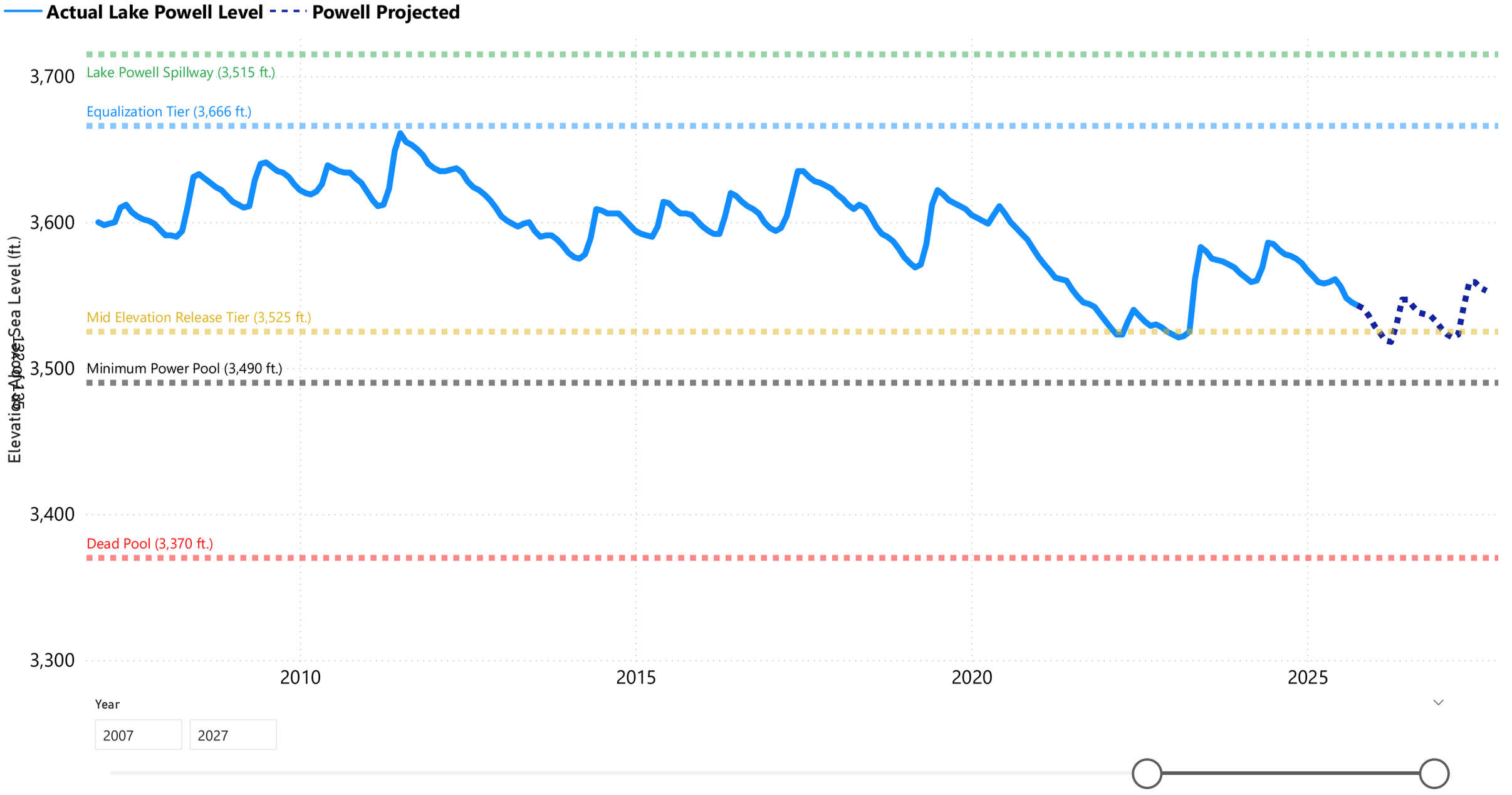


Fig. 16 Northern California SWE April 1st Peak (Inches) and Northern California Runoff (MAF) by Water Year

Chart Info.

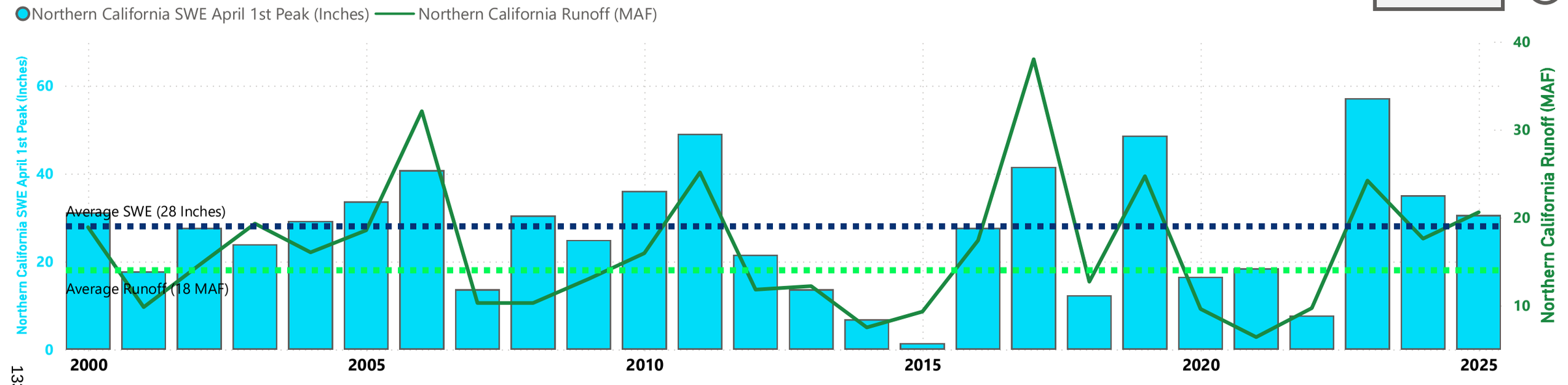


Fig. 17 Upper Colorado SWE April 15th Peak (Inches) and Actual Lake Powell Inflow (MAF) by Water Year

Water Year

2000 2025

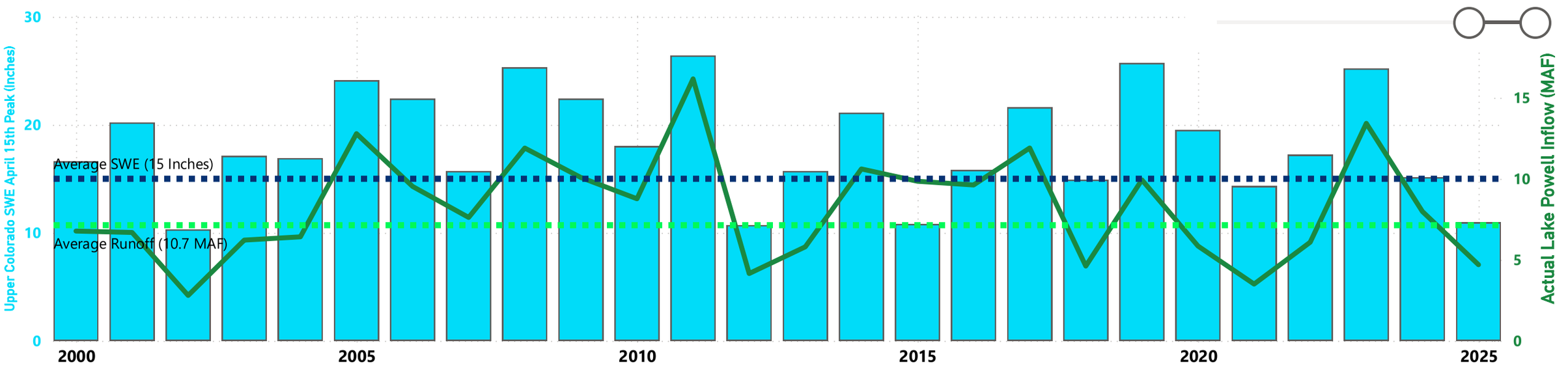


Fig. 18 Accumulated Overdraft of the OCWD Groundwater Basin

Chart Info.

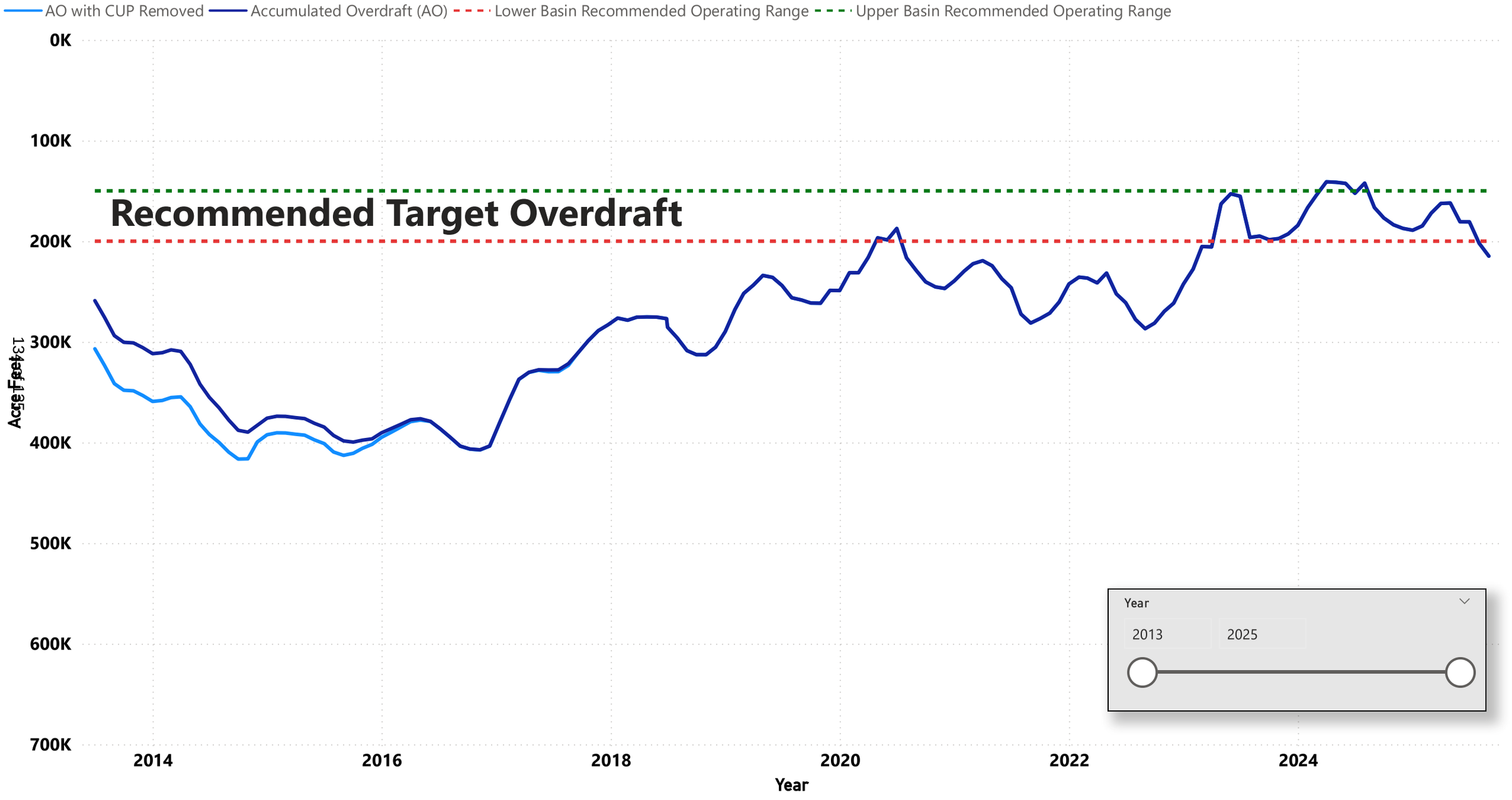


Fig. 19 MWD Historical Dry Year Storage

Chart Info.

Emergency Storage | Dry Year Storage | MWD Lake Mead Intentionally-Created Surplus | Estimated Water Supply Shortage Event

