



**ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA
TRABUCO CANYON WATER DISTRICT
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CA
VIDEO/AUDIO BROADCAST MEETING
NOVEMBER 4, 2020 AT 7:00 AM**

COMMITTEE MEMBERS

Edward Mandich, Committee Chair
Stephen Dopudja, Committee Member
Don Chadd, Committee Member Alternate

DISTRICT STAFF

Fernando Paludi, General Manager
Michael Perea, District Secretary
Lorrie Lausten, District Engineer
Gary Kessler, Water System Superintendent
Jason Stroud, Maintenance Superintendent

AGENDA NOTE:

*Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, Trabuco Canyon Water District will be holding this Engineering/Operational Committee Meeting by video broadcast (**Go To Meeting**), and will be available by either video conference or telephone audio as follows:*

Video Conferencing: You can join the meeting from your computer, tablet, or smartphone by clicking on the following link: <https://global.gotomeeting.com/join/597863693>

Telephone Audio: [1 866 899 4679](tel:18668994679) (Toll Free)
Access Code: 597-863-693

Persons desiring to monitor the Committee meeting agenda items may download the agenda and documents on the internet at www.tcwd.ca.gov.

You may submit public comments by email to the Board at mperea@tcwd.ca.gov. In order to be part of the record, emailed comments on meeting agenda items must be received by the District, at the referenced e-mail address, not later than 7:00 a.m. (PDT) on the day of the meeting.

CALL MEETING TO ORDER

VISITOR PARTICIPATION

Members of the public wishing to address the Board regarding a particular item on the agenda are requested to submit public comments by email to the Board at mperea@tcwd.ca.gov. The Board President will call on the visitor following the Board's discussion about the matter. Members of the public will be given the opportunity to speak prior to the Board taking action on that item. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.

ORAL COMMUNICATION

Members of the public who wish to make comment on matters not appearing on the agenda are requested to submit oral communication by email to the Board at mperea@tcwd.ca.gov. Under the requirements of State Law, Directors cannot take action on items not identified on the agenda and will not make decisions on such matters. The Board President may direct District Staff to follow up on issues as may be deemed appropriate. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.

COMMITTEE MEMBER COMMENTS

REPORT FROM THE GENERAL MANAGER

ADMINISTRATIVE MATTERS

**PRESENTER(S): FERNANDO PALUDI, GENERAL MANAGER
MICHAEL PEREA, DISTRICT SECRETARY**

ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar).

1. October 7, 2020

ENGINEERING MATTERS

**PRESENTER(S): FERNANDO PALUDI, GENERAL MANAGER
MICHAEL PEREA, ASSISTANT GENERAL MANAGER
LORRIE LAUSTEN, DISTRICT ENGINEER**

ITEM 2: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS

RECOMMENDED ACTION:

Committee to receive information at the time of the Committee Meeting.

ITEM 3: URBAN WATER MANAGEMENT PLAN COST SHARING AGREEMENT WITH MWDOC

RECOMMENDED ACTION:

Recommend that the Board of Directors authorize the General Manager to execute a cost sharing agreement with Municipal Water District of Orange County for 2020 Urban Water Management Plan preparation services for a not to exceed amount of \$39,000 (Action Calendar).

ITEM 4: AMENDMENT TO SUPPLEMENTAL AGREEMENT BETWEEN TCWD AND THE OAKS AT TRABUCO, LLC FOR SEWAGE SERVICES

RECOMMENDED ACTION:

Recommend that the Board of Directors authorize the General Manager to execute the Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC (Action Calendar).

ITEM 5: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES

1. Saddle Crest Development
2. Silvertree Lane Pipeline Replacement
3. Other Projects

RECOMMENDED ACTION:

Committee to receive project status updates at time of the Committee Meeting.



**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA | NOVEMBER 4, 2020**

OPERATIONAL MATTERS

**PRESENTER(S): GARY KESSLER, WATER SYSTEM SUPERINTENDENT
MICHAEL PEREA, ASSISTANT GENERAL MANAGER
JASON STROUD, MAINTENANCE DEPARTMENT SUPERINTENDENT**

ITEM 6: WATER SYSTEM UPDATES

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

ITEM 7: WASTEWATER SYSTEM UPDATES

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

ITEM 8: MAINTENANCE DEPARTMENT UPDATES

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

REGULATORY AND OTHER MATTERS

ITEM 9: OTHER MATTERS/REPORTS

RECOMMENDED ACTION:

Hear Other Matters/Reports that may have arisen after the posting of the agenda.

ADJOURNMENT

AVAILABILITY OF AGENDA MATERIALS

Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Trabuco Canyon Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the Trabuco Canyon Water District Administrative Facility, 32003 Dove Canyon Drive, Trabuco Canyon, California (District Administrative Facility) or will be posted online on the District's website located at www.tcwd.ca.gov. If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available online at www.tcwd.ca.gov at the same time as they are distributed to the Board Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District's website located at www.tcwd.ca.gov.

COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2

In compliance with California law and the Americans with Disabilities Act, if you need special disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 858-0277, at least 48 hours in advance of the scheduled Board meeting. Notification at least 48 hours prior to the meeting will assist the District in making reasonable arrangements to accommodate your request. The Board Meeting Room is wheelchair accessible.

The District may conduct future meetings electronically (via teleconferencing) during the current ongoing emergency situation.



**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

ADMINISTRATIVE MATTERS

ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar):

1. *October 7, 2020*

CONTACTS (staff responsible): PALUDI/PEREA



**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

DIRECTORS PRESENT

Ed Mandich, Committee Chair
Stephen Dopudja, Committee Member

DIRECTORS ABSENT

None

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager/District Secretary
Lorrie Lausten, District Engineer
Gary Kessler, Water Department Superintendent
Jason Stroud, Maintenance Department Superintendent
Karen Warner, Senior Accountant
Lisa Sangi, Administrative Assistant
Tony Quinonez, Lead Mechanical Technologist

PUBLIC PRESENT

None

PUBLIC VIA CONFERNECE CALL

None

CALL MEETING TO ORDER

Director Mandich called the October 7, 2020 Engineering/Operational Committee Meeting to order at 7:02 AM. Public access to the meeting was made available by video broadcast.

VISITOR PARTICIPATION

No comments were received.

ORAL COMMUNICATION

No comments were received.

COMMITTEE MEMBER COMMENTS

None

REPORT FROM THE GENERAL MANAGER

Mr. Paludi commended District Operations and Maintenance staff for their hard work on the emergency pipeline repairs on Silvertree Lane.

ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

Mr. Paludi presented the Engineering/Operational Committee Meeting Recap for Committee review in accordance with the agenda.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

RECOMMENDED ACTION

The Committee recommended that the Engineering/Operational Committee Meeting Recap be forwarded to the Board of Directors for approval (Consent Calendar).

ITEM 2: BELL CANYON SEWER LIFT STATION REHABILITATION PROJECT

Mr. Paludi introduced this matter for Committee review. Ms. Lausten briefly reviewed the updated project schedule, and she mentioned that the contractor is scheduled to mobilize in December. Ms. Lausten provided an update on project costs to date, and she reported that the project budget built-in contingency has been used for the construction fence upgrade and the costs associated with deepening the wet well by two additional feet. Mr. Paludi provided a brief update on public outreach related to the project timeline for completion.

RECOMMENDED ACTION

There was no action taken.

ITEM 3: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING TRABUCO CANYON WATER DISTRICT'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADE PROJECT

Mr. Paludi introduced this matter for Committee consideration and review, and he mentioned that this project is a Fiscal Year 2020/2021 Capital Improvement Project (CIP). Ms. Lausten delivered a PowerPoint presentation which highlighted the SCADA upgrade work completed to date, and she highlighted that the Fiscal Year 2020/2021 budget for this phase of the upgrade project is \$600,000. Discussion occurred concerning certain hardware and software components and the results of the radio frequency study.

RECOMMENDED ACTION:

The Committee recommended the Board of Directors authorize the General Manager to execute a contract for the Fiscal Year 2020-2021 SCADA Upgrades to TESCO Controls, Inc. in the not to exceed amount of \$580,120 (Action Calendar).

Director Mandich recused himself from discussion on the following matters by physically leaving the Board Room at approximately at 7:17am

ITEM 4: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS

Mr. Paludi introduced this matter for Committee consideration. Ms. Lausten provided a brief update concerning the contract for District's Administrative Facility Parking Study, and she reported that Albert Grover and Associates has sold their assets and book of business to AGA Engineers, Inc due to the retirement of the owner. Ms. Lausten added that AGA Engineers, Inc has provided an Assumption and Assignment of Contract from Albert Grover & Associates to AGA Engineers.

RECOMMENDED ACTION:

The Committee recommended the Board of Directors authorize the General Manager to execute the Assumption and Assignment of Contract from Albert Grover and Associates to AGA Engineers, Inc. (Action Calendar).

Director Mandich returned to the Board Room at approximately 7:19am and resumed his participation on the remaining business.

**TRABUCO CANYON WATER DISTRICT
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ITEM 5: SADDLEBACK MEADOWS DEVELOPMENT (181 DU's) – HARRIS GRADE RESERVOIR FEASIBILITY STUDY DRAFT REPORT

Mr. Paludi introduced this matter for Committee consideration. Director Mandich requested that the matter concerning the Harris Grade Reservoir Feasibility Study and the analysis of Porter Property as a suitable location for a reservoir to be a separate agenda item. Ms. Lausten presented a proposal from Tetra Tech for Porter Property Planning Level Construction Cost Estimate, and she reported that the proposed costs are within the project contingency. Discussion occurred concerning the scope of work; Ms. Lausten reported that the work was primarily conceptual and did not include geotechnical work.

RECOMMENDED ACTION:

The Committee recommended forwarding the matter to the Board of Directors for consideration (Action Calendar).

ITEM 6: SKYRIDGE AT LENNAR HOMES OF CALIFORNIA, INC. – ACCEPTANCE OF WATER, NON-DOMESTIC WATER, AND SEWER FACILITIES CONSTRUCTED IN TRACT NO. 17392 AND OFF-SITE IMPROVEMENTS

Ms. Lausten presented this matter for Committee consideration and review, and she commented that this matter was missed by District staff and is required by the District's General Policy. Discussion occurred concerning certain pipeline classification and water pressure levels in the development.

RECOMMENDED ACTION(S):

The Committee recommended the Board of Directors accept water, non-domestic water, and sewer facilities constructed in Tract No. 17392 and Off-Site Improvements (Skyridge by Lennar Homes of California) by resolution (Action Calendar).

ITEM 7: OTHER ENGINEERING AND OPERATIONS PROJECTS

1. The Oaks at Trabuco Development

Mr. Paludi reported that District staff and legal counsel met with the Developer and their legal counsel concerning the renewal of the sewer hauling agreement. Discussion occurred concerning certain agreement terms and conditions. Mr. Paludi added that a closed session will be agendized for the October 21st Regular Board Meeting concerning this matter.

2. Calendar Year 2019 Water Loss Audit

Ms. Lausten provided a brief update concerning this matter, and she mentioned that the 2019 Water Audit was submitted on September 30, 2020. Ms. Lausten reported that the final report will be reviewed with the Committee upon completion.

3. Cell Site Management Agreement

Ms. Lausten introduced this matter, and she provided a brief review of the existing agreement between the District and T-Mobile. Ms. Lausten reported that T-Mobile has indicated that their onsite equipment requires improvement, including the installation of two new antennas. Ms. Lausten mentioned that District staff is coordinating with the third-party liaison to fulfill T-Mobile's requests.

4. Trabuco Creek Bridge Rehabilitation Project

Ms. Lausten provided a brief update and reviewed the exhibit for the bridge on this Orange County Public Works (OCPW) project. Ms. Lausten reported that OCPW has requested that the District to pay for potholing costs. Discussion occurred concerning the project timeline and potential impacts.

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5. Silvertree Lane Pipeline Replacement

Ms. Lausten reviewed the construction bid comparison for Committee review, and she mentioned that potholing portion of the project will finish up by end of business day. Discussion occurred concerning of impact of paving costs.

6. Other Projects

None.

RECOMMENDED ACTION

Committee to receive project status updates at time of the Committee Meeting.

ITEM 8: DISCUSSION CONCERNING CALIFORNIA AIR RESOURCES BOARD (CARB) TRUCK REGULATIONS, COMPLIANCE, AND REPORTING SYSTEM IMPACTS TO DISTRICT HEAVY-DUTY FLEET VEHICLES

Mr. Paludi introduced this matter, and he mentioned that this was requested last month by the Engineering/Operational Committee. Mr. Perea commended Mr. Stroud and Mr. Quinonez for their work maintaining the District's fleet and ensuring regulatory compliance with the California Air Resource Board (CARB) and South Coast Air Quality Management Board (AQMD). Mr. Perea briefly reviewed the regulatory impacts on heavy duty diesel vehicles and equipment by CARB, and he highlighted certain areas where the District has strategically disposed of and replaced equipment that did not meet CARB regulations. Mr. Stroud reviewed the District's heavy-duty diesel fleet vehicles, and he related past experiences with vehicle modifications to meet the stringent requirements which ultimately resulted in damaging the equipment. Discussion occurred concerning the potential impacts of the Governor's Executive Order No. N-79-20, and District plans for future vehicle and equipment purchases.

RECOMMENDED ACTION:

Committee to receive information at the time of the Committee Meeting. No action required.

ITEM 9: WATER SYSTEM UPDATES

Mr. Kessler reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Water Operations staff flushed 70 hydrants in the Robinson Ranch Community and Canyon Community.
2. Water Operations staff replaced one hydrant on Robinson Ranch Road in the Robinson Ranch Community.
3. Water Operations staff made multiple repairs on water main locate on Silvertree Lane in the Trabuco Highlands Community.

Mr. Kessler reviewed the Monthly Water System Operations Summary with the Committee. He mentioned that there has been no purchase of water. The Wells are offline, and operations staff are making minor repairs.

RECOMMENDED ACTION

The Committee received the status update.

ITEM 10: WASTEWATER SYSTEM UPDATES

Mr. Perea reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Wastewater Operations staff completed the annual methods proficiency testing for the renewal of State Laboratory Certification.
2. Wastewater Operations staff completed the Dove/Robinson Ranch seven-day testing period.

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3. Wastewater Operations staff drained and cleaned the West Sequencing Batch Reactor (SBR) at the Robinson Ranch Wastewater Treatment Plant (WWTP) in order to complete repairs to the aeration system.
4. Wastewater Operations staff assisted Vaughan Industries on the installation of the West SBR Jet Pump System valves.

Mr. Perea reviewed the Monthly Wastewater System Operations Summary and the Sewer System Monitoring Plan (SSMP) 3rd Quarter Report with the Committee. Mr. Perea highlighted the repairs made to the Sludge Dewatering Press at the WWTP. Discussion occurred concerning the correlation between non-domestic water demands and energy demands; Director Dopudja requested that District staff analyze the correlation impacts.

RECOMMENDED ACTION

The Committee received the status update. There was no action taken.

ITEM 11: MAINTENANCE DEPARTMENT UPDATES

Mr. Stroud reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Maintenance Department staff worked with Hydrotech Electrical on the installation of the Belt Press Building Motor Control Center (MCC) Panel.
2. Maintenance Department staff worked with Vaughan Industries on the installation of the West SBR Jet Pump System valves.
3. Maintenance Department staff worked with Hydrotech Electrical on the installation of new LED overhead lighting for the WWTP Maintenance Building and Plano Trabuco Sewer Lift Station.
4. Maintenance Department staff worked with Flo-Services on the installation of high flow pump at Topanga Booster Pump Station.
5. Maintenance Department staff coordinated the delivery of vehicles approved for disposal with Ritchie Brothers Auction Services.
6. Maintenance Department staff received and prepared the new Ford F650 Dump Truck for service.

RECOMMENDED ACTION

The Committee received the status update. There was no action taken.

ITEM 12: OTHER MATTERS/REPORTS

There were no other matters or reports provided to the Committee.

RECOMMENDED ACTION

There was no action taken.

ADJOURNMENT

Director Mandich adjourned the October 7, 2020 Engineering/Operational Committee Meeting at 8:11 AM.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

ENGINEERING MATTERS

ITEM 2: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS

Trabuco Canyon Water District (TCWD or District) owns the Administration Facility and the property upon which it resides; the property is adjacent to the Dove Canyon Plaza commercial center. On July 24, 2019, Dove Canyon Recovery Acquisition, LLC (DCRA), the owner of Dove Canyon Plaza, with their consultant William Lyon Homes (now Taylor Morrison) submitted a proposal to the City of Rancho Santa Margarita (City) for a change in use from commercial to residential. The proposed project is titled "Paloma Square." The initial submittal to the City, and all subsequent submittals, project information, and correspondence between City and William Lyon Homes/Taylor Morrison related to Paloma Square are available on the City's website. The District's website, under the "Community" tab, also includes information and correspondence regarding proposed project.

Due to the potential impacts of the Paloma Square development to the District's Administration Facility, District Staff recommended conducting a Parking Capacity Study and contracted with AGA Engineers, Inc. to complete the work. AGA staff will be gathering parking utilization data during voting held on November 3, 2020 at the Administration Facility.

More information may be presented at the time of the meeting.

FUNDING SOURCE:

Not applicable

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL COMPLIANCE:

Not applicable

RECOMMENDED ACTIONS:

Committee to receive information at the time of the Committee Meeting

EXHIBIT(S):

None

CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

ENGINEERING MATTERS

ITEM 3: URBAN WATER MANAGEMENT PLAN COST SHARING AGREEMENT WITH MWDOC

California Water Code 10644 (a) requires water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet annually to prepare an Urban Water Management Plan (UWMP) and file a copy with the Department of Water Resources (DWR), the California State Library, and any city or county within which the Agency provides water supplies.

New Requirements for the 2015 Plan Update

The Urban Water Management Act requires urban water suppliers to describe and evaluate in the UWMP the sources of water supply, efficient uses of water, water service reliability and other relevant information and programs. The 2020 UWMP requires several new analyses and sections, including:

- Laysperson's description
- Compliance with Sustainable Groundwater Management Act (SGMA), if applicable
- Water loss reports – meeting water loss standards adopted by State Board (SB 555)
- Water Shortage Contingency Plan enhancements
- Annual Water Shortage Assessments
- Drought Risk Assessments

MWDOC Preparation Services

As with the 2015 UWMP, Municipal Water District of Orange County (MWDOC) has contracted with an engineering consulting firm to provide UWMP preparation services to interested member agencies. Trabuco Canyon Water District (District) lacks the staff resources to prepare the 2020 UWMP in-house and believes that through economies of scale, MWDOC can provide this service more cost-effectively and with less administrative burden than by individually contracting for consulting services.

To participate in MWDOC's 2020 UWMP preparation services, the District is required to enter into a cost-sharing agreement with MWDOC. Due to the various requirements of the 2020 UWMP and the differing levels of complexity of each MWDOC member agency, the fee structure in the MWDOC agreement includes base costs and optional or contingency item costs. The District will be responsible for \$24,910 in base costs and up to \$10,550 in contingency scope items, including a redesigning of the Water Shortage Contingency Plan, ability to process major changes by MET during the preparation process, and assistance with coordination and submittal of final documents to DWR and city/county agencies. Staff is also recommending board authorization of a 10% contingency in the event that additional work on the District's 2020 UWMP is desired or required. The District's total estimated fee is \$35,460. With a 10% contingency of approximately \$3,540, the total not to exceed budget is \$39,000.

2020 UWMP Preparation Schedule

The 2020 UWMP is due to DWR on or before July 1, 2021. A draft UWMP will be available in early March 2021. Tentatively, the District will notice a public hearing in May 2021 and hold the public hearing to adopt the Plan in June 2021.

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

Not to exceed \$39,000.

**TRABUCO CANYON WATER DISTRICT
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ENVIRONMENTAL COMPLIANCE:

Not applicable

RECOMMENDED ACTION:

Recommend that the Board of Directors authorize the General Manager to execute a cost sharing agreement with Municipal Water District of Orange County for 2020 Urban Water Management Plan preparation services for a not to exceed amount of \$39,000 (Action Calendar).

EXHIBIT(S):

Draft "Agreement for Sharing Consultant Costs for 2020 Urban Water Management Plans" between Trabuco Canyon Water District and Municipal Water District of Orange County.

CONTACTS (staff responsible): PALUDI/LAUSTEN

**AGREEMENT FOR SHARING CONSULTANT COSTS FOR
2020 URBAN WATER MANAGEMENT PLANS**

THIS AGREEMENT is made and entered into as of ____ 2020, by
and between:

1. MWDOC
2. City of Buena Park
3. City of Fullerton
4. City of Garden Grove
5. City of La Palma
6. City of Orange
7. City of Seal Beach
8. City of Tustin
9. City of Westminster
10. Yorba Linda Water District
11. East Orange County Water District
12. City of Fountain Valley
13. City of Newport Beach
14. City of Santa Ana
15. City of Huntington Beach
16. Mesa Water District
17. City of San Clemente
18. El Toro Water District
19. South Coast Water District
20. Trabuco Canyon Water District
21. City of Brea
22. City of La Habra

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

RECITALS

WHEREAS, under California Water Code section 10621(a), the Participating Agencies are required to update their respective Urban Water Management Plan ("UWMP") at least once every five years; and

WHEREAS, the 2020 UWMP's shall be updated and submitted to the California Department of Water Resources ("DWR") by July 1, 2021; and

WHEREAS, each Participating Agency has the responsibility to prepare a separate 2020 UWMP for submission by July 1, 2021; and

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

WHEREAS, pursuant to California Water Code section 10620, subdivision (d)(3), the Participating Agencies wish to coordinate the preparation of their 2020 UWMPs in the interest of reducing preparation costs; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals. In response, four consulting firms submitted proposals which were reviewed by a panel comprised of representatives of MWDOC and several Participating Agencies and which resulted in the selection of Arcadis U.S. Inc. ("Arcadis" or "Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"); and

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

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

1. Engagement of Consultant and Administration of Consultant Agreement

- 1.1 MWDOC shall award a professional services agreement for the work identified in the Request for Proposals to Arcadis ("Consultant Agreement"). MWDOC shall use its standard professional services agreement form for the Consultant Agreement with minor negotiated deviations permitted by MWDOC Executive Director and Legal Counsel and require appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement will require the Consultant's insurer(s) to waive all rights of subrogation against MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers. The Consultant Agreement will require Consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

Cost Sharing Agreement for 2020 UWMP -

- 1.2 MWDOC shall coordinate all aspects of the proposed work with the selected contractor and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of its 2020 UWMP;
- 1.3 MWDOC shall make payments to the Consultant for progress payments as work proceeds. MWDOC shall withhold 10% of each progress payment to Consultant in a retention fund until such time as every Participating Agency has notified MWDOC that it is satisfied with the final UWMP prepared for it by Consultant.
- 1.4 Each Participating Agency shall, within a reasonable timeframe, provide all documents, information and assistance requested by the selected contractor during the performance of the Consultant Agreement.

2. Cost Sharing by Participating Agencies.

2.1 MWDOC shall:

- 2.1.1 Collect from each Participating Agency upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;
- 2.1.2 Inform each Participating Agency of any proposed contingency work under the Consultant Agreement that relates to preparation of that Participating Agency's 2020 UWMP and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work.
- 2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3).
- 2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

2.2 Each Participating Agency shall:

- 2.2.1 Pay to MWDOC upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;

2.2.2 Pay to MWDOC, upon approval of any extra work under the Consultant Agreement that relates to preparation of its 2020 UWMP, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves.

3. Accounting

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

4. Independent Contractor

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

5. Warranty, Indemnification and Defense

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. All losses or liabilities resulting from any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with any work contemplated by this Agreement shall be subject to the indemnification described in this section. Each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed or occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to any other Parties under this Agreement.

Cost Sharing Agreement for 2020 UWMP 29-15

6. Notice

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

Notice to Parties	
If to:	
1. MWDOC	Robert J. Hunter, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728
2. City of Buena Park	James B. Vanderpool, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622
3. City of Fullerton	Meg McWade, Director of Public Works City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832-1775
4. City of Garden Grove	Scott Stiles, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
5. City of La Palma	Conal McNamara, City Manager City of La Palma 7822 Walker Street La Palma, CA 90623
6. City of Orange	Rick Otto, City Manager City of Orange P.O. Box 449 Orange, CA 92866
7. City of Seal Beach	Jill R. Ingram, City Manager City of Seal Beach 211 8th Street Seal Beach, CA 90740
8. City of Tustin	Matthew West, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
9. Yorba Linda Water District	Brett Barbre, General Manager Yorba Linda Water District 1717 E. Miraloma Placentia, CA 92870

Cost Sharing Agreement for 2020 UWMP 29-15

10. City of Westminster	Sherry Johnson, Interim City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683
11. East Orange County Water District	Lisa Ohlund, General Manager East Orange County Water District 185 N. McPherson Rd. Orange, CA 92869
12. City of Fountain Valley	Robert Houston, City Manager City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708
13. City of Newport Beach	Grace Leung, City Manager City of Newport Beach P.O. Box 1768 Newport Beach, CA 92663
14. City of Santa Ana	Kristine Ridge, City Manager City of Santa Ana P.O. Box 1988, M-24 Santa Ana, CA 92702
15. City of Huntington Beach	Brian Ragland, Utilities Manager City of Huntington Beach 19001 Huntington Street Huntington Beach, CA 92648-2211
16. Mesa Water District	Paul Shoenberger, General Manager Mesa Water District 1965 Placentia Avenue Costa Mesa, CA 92627-3420
17. City of San Clemente	Erik Sund, Interim City Manager City of San Clemente 100 Avenida Presidio San Clemente, CA 92672
18. El Toro Water District	Dennis Cafferty, General Manager El Toro Water District P.O. Box 4000 Laguna Hills, CA 92654

19. South Coast Water District	Rick Shintaku, General Manager South Coast Water District 31592 West Street Laguna Beach, CA 92651
20. Trabuco Canyon Water District	Fernando Paludi, General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679
21. City of Brea	Bill Gallardo, City Manager City of Brea 1 Civic Center Circle Brea, CA 92821
22. City of La Habra	Jim Sadro, City Manager City of La Habra P.O. Box 337 La Habra, CA 90633-0337

7. Jurisdiction and Venue

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

8. Counterparts and Facsimile

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

9. Severability

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

10. Term

This Agreement shall commence upon the date of the earliest execution by any

Participating Agency below and shall extend thereafter through the completion of all work product generated by the Consultant and delivered to MWDOC and to each Participating Agency. The scheduled completion date by the Consultant is July 1, 2021. MWDOC shall issue a Notice of Completion to all Participating Agencies upon close-out of the Consultant Agreement. Notwithstanding anything to the contrary in this Section 10, this Agreement may be terminated earlier by MWDOC in its discretion upon or after termination of the Consultant Agreement.

11. Entire Agreement

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

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year hereinafter written, which shall be and is the effective date of This Agreement.

Execution of Agreement by Parties	
<p>1. Municipal Water District of Orange County</p>	<p>Date: _____</p> <p>By: _____ Robert J. Hunter, General Manager Municipal Water District of Orange County</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____ Joseph Byrne General Counsel</p>
<p>2. City of Buena Park</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Jim Vanderpool, City Manager</p> <p>City of Buena Park</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>3. City of Fullerton</p>	<p>Date: _____</p> <p>By: _____</p> <p>Meg McWade, Director of Public Works</p> <p>City of Fullerton</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>4. City of Garden Grove</p>	<p>Date: _____</p> <p>By: _____</p> <p>Scott Stiles, City Manager</p> <p>City of Garden Grove</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>City Attorney</p>
<p>5. City of La Palma</p>	<p>Date: _____</p> <p>By: _____</p> <p>Conal McNamara, City Manager</p> <p>City of La Palma</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>6. City of Orange</p>	<p>Date: _____</p> <p>By: _____</p> <p>Rick Otto, City Manager</p> <p>City of Orange</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>7. City of Seal Beach</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Jill R. Ingram, City Manager</p> <p>City of Seal Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>8. City of Tustin</p>	<p>Date: _____</p> <p>By: _____</p> <p>Matthew West, City Manager</p> <p>City of Tustin</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>9. Yorba Linda Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Brett Barbre, General Manager</p> <p>Yorba Linda Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>District Counsel</p>
<p>10. City of Westminster</p>	<p>Date: _____</p> <p>By: _____</p> <p>Sherry Johnson, Interim City Manager</p> <p>City of Westminster</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>11. East Orange County Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Lisa Ohlund, General Manager</p> <p>East Orange County Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>12. City of Fountain Valley</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Robert Houston, City Manager</p> <p>City of Fountain Valley</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>13. City of Newport Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Grace Leung, City Manager</p> <p>City of Newport Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>14. City of Santa Ana</p>	<p>Date: _____</p> <p>By: _____</p> <p>Kristine Ridge, City Manager</p> <p>City of Santa Ana</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>City Attorney</p>
<p>15. City of Huntington Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Brian Ragland, Utilities Manager</p> <p>City of Huntington Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>16. Mesa Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Paul Shoenberger, General Manager</p> <p>Mesa Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>17. City of San Clemente</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Erik Sund, Interim City Manager</p> <p>City of San Clemente</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>18. El Toro Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Dennis Cafferty, General Manager</p> <p>El Toro Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>19. South Coast Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Rick Shintaku, General Manager</p> <p>South Coast Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>District Counsel</p>
<p>20. Trabuco Canyon Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Fernando Paludi, General Manager</p> <p>Trabuco Canyon Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>21. City of Brea</p>	<p>Date: _____</p> <p>By: _____</p> <p>Bill Gallardo, City Manager</p> <p>City of Brea</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>22. City of La Habra</p>	<p>Date: _____</p> <p>By: _____</p>

Jim Sadro, City Manager

City of La Habra

Approved as to Form:

Date: _____

By: _____

City Attorney

DRAFT

EXHIBIT A
ARCADIS Consultant Agreement

DRAFT

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated August 19, 2020, 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, **ARCADIS U.S., Inc.**, hereinafter referred to as "**CONSULTANT**" for Preparation of 2020 Urban Water Management Plans for MWDOC and participating Member Agencies¹ hereinafter referred to as "**SERVICES**."² **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

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

B. Independent Contractor

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

CONSULTANT represents 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.

¹ The member agencies include: MWDOC, City of Buena Park, City of Fullerton, City of Garden Grove, City of La Palma, City of Orange, City of Seal Beach, City of Tustin, City of Westminster, Yorba Linda Water District, East Orange County Water District, City of Fountain Valley, City of Newport Beach, City of Santa Ana, City of Huntington Beach, Mesa Water District, City of San Clemente, El Toro Water District, South Coast Water District, Trabuco Canyon Water District, City of Brea, and City of La Habra. (collectively "**PARTICIPATING AGENCIES**" and individually "**PARTICIPATING AGENCY**")

² 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. 55401.00000\33242503.1

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 **DISTRICT** and **the PARTICIPATING AGENCIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

II TERM

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter until August 19, 2021, unless earlier terminated as provided herein.

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

A. Budgeted Amount for Services

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

B. Fees

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

C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be 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
Robert J. Hunter
General Manager
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708

ARCADIS U.S., Inc
Sarina Sriboonlue
Senior Engineer
320 Commerce, Suite 200
Irvine, CA 92602
(714) 508-2682

D. Billing and Payment

CONSULTANT's fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**. The **DISTRICT** shall withhold ten percent (10%) of each monthly payment to **CONSULTANT** in a retention fund until such time as every **PARTICIPATING AGENCY** has notified the **DISTRICT** that it is satisfied with the final 2020 Urban Water Management Plans prepared by **CONSULTANT** (“**RETENTION AMOUNT**”).

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**.

IV DOCUMENTS

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

V 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 finished and unfinished work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT** within fifteen (15) days of the date of termination; (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**; (7) **CONSULTANT** shall not receive the **RETENTION AMOUNT**, if **CONSULTANT** terminates the **AGREEMENT** prior to completion of the **SERVICES**, (8) in the event this **AGREEMENT** is terminated in whole or in part as provided herein, the **DISTRICT** may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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**.

For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, the **PARTICIPATING AGENCIES**, and 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**, the **PARTICIPATING AGENCIES** 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**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the

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

D. Expiration of Coverage

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

VII INDEMNIFICATION (Revised as of June 2020)

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors employees, and agents, and each of the **PARTICIPATING AGENCIES** (defined as those California public agencies under contract with **DISTRICT** for **CONSULTANT's** Services), and their officers, directors, board members, employees and agents, 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** or **PARTICIPATING AGENCIES**, nor their respective officers, directors, board members, employees and agents, 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, or the choice of the respective **PARTICIPATING AGENCY**, 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, or the choice of the respective **PARTICIPATING AGENCY**, 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 **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents with legal counsel reasonably acceptable to **DISTRICT** or **PARTICIPATING AGENCIES**, and shall not tender such claims to **DISTRICT**, **PARTICIPATING AGENCIES**, nor their officers, directors, board members, employees and agents.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall immediately reimburse **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, 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 **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents.

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** and **PARTICIPATING AGENCIES** 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** and **PARTICIPATING AGENCIES**. **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 and the **PARTICIPATING AGENCY'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** and the **PARTICIPATING AGENCY**. 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** and **PARTICIPATING AGENCIES** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** and **PARTICIPATING AGENCIES** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT** and **PARTICIPATING AGENCIES**, including but not limited to any copyright interest. In addition, **DISTRICT** and **PARTICIPATING AGENCIES** reserve 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** and **PARTICIPATING AGENCIES** 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** and **PARTICIPATING AGENCIES** shall acquire no right or interest in such property.

CONSULTANT hereby assigns to **DISTRICT, PARTICIPATING AGENCIES** or its 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, PARTICIPATING AGENCIES** or its designee, reasonably requests to establish and perfect the rights assigned to **DISTRICT, PARTICIPATING AGENCIES** 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 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.

XVI 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 thereafter, which shall be and is the effective date of this **AGREEMENT**.

APPROVED BY:

CONSULTANT ACCEPTANCE:

Date

Date

Robert Hunter, General Manager
Municipal Water District of Orange
County 18700 Ward Street, P.O.Box
20895 Fountain Valley, CA 92708
(714) 963-3058

Name: Christine Cotton, Senior Vice President
Arcadis U.S., Inc.
Address: 445 S. Figueroa Street, Suite 3650
Los Angeles, CA 90638
Phone: (213) 797-5304
Tax I.D. # 57-0373224

Internal Use Only:
Program No. _____
Line Item: _____
Funding Year: _____
Contract Amt.: _____
Purchase Order #

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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§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 or 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

Please note If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

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

<p>Company: ARCADIS U.S., Inc. Address: 320 Commerce, Suite 200 Irvine, CA 92602 Phone: (714) 508-2682 Tax I.D. #</p>
--

1. Term – Commencement: August 19, 2020 Termination: August 19, 2021
2. Fees/Rates to be billed - See page 31 of July 8, 2020 Proposal Attached
3. Budgeted Amount - See Attachment A; Note: Budgeted amount is based on the "Base Price" and the contingency items on which the participating agency provides written approval. **CONSULTANT's** fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **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 – Preparation of 2020 Urban Water Management Plans for MWDOC and MWDOC Member Agencies attached proposal dated June 8, 2020 (Attachment B).
5. Consultant Representative: Sarina Sriboonlue

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

ENGINEERING MATTERS

ITEM 4: AMENDMENT TO SUPPLEMENTAL AGREEMENT BETWEEN TCWD AND THE OAKS AT TRABUCO, LLC FOR SEWAGE SERVICES

The Oaks at Trabuco (Development and Developer) is a nine-lot residential development project within Trabuco Canyon Water District (District) and unincorporated County of Orange. The Development has been considerably delayed from its original expectations in the early 2000s. Today, two of the nine lots have homes constructed and occupied, and a third is anticipated to be completed in early 2021.

The District accepted the Development’s water facilities in 2003. There are two agreements between the Developer and the District that pertain to the Development’s sewer facilities and services. The “Construction and Usage Agreement for On-Site Sewer Facilities Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC” was executed in 2004 and describes the conditions under which the District would ultimately accept the sewer facilities. On-site sewer facilities include the sewer collection system and the package wastewater treatment facility. In 2006, the District and Developer entered into “Supplemental Agreement Between The Trabuco Canyon Water District and the Oaks at Trabuco, LLC for Sewage Services and Related Matters” (Sewage Hauling Agreement) to provide for interim sewage collection, hauling, treatment and disposal services while the Development builds out and there is sufficient sewage flow to successfully operate the wastewater treatment facility. The Sewage Hauling Agreement also suspends certain terms of the 2004 agreement while it in effect. The Sewage Hauling Agreement was extended in 2010 and again in 2015. The current second extension terminates on November 30, 2020.

The Developer and the District now propose to enter into a “Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC” to continue sewage hauling services to be paid by the Developer.

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

Not Applicable

ENVIRONMENTAL COMPLIANCE:

Not applicable

RECOMMENDED ACTION:

Recommend that the Board of Directors authorize the General Manager to execute the Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC (Action Calendar).

EXHIBIT(S):

None

CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

ENGINEERING MATTERS

ITEM 5: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES

1. Saddle Crest Development
2. Silvertree Lane Pipeline Replacement
3. Other Projects

RECOMMENDED ACTION:

Committee to receive project status updates at time of the Committee Meeting.

EXHIBIT(S):

1. Silvertree Lane Construction Schedule

CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN

JOB TITLE - Silvertree Ln. 8-inch Watermain														FERREIRA DBA FERREIRA COASTAL CONSTRUCTION CO.														10/12/2020																	
FCC Job# 5301_7-70000														LOOK AHEAD SCHEDULE																															
DESCRIPTION OF WORK	Week of 10/11/2020							Week of 10/18/2020							Week of 10/25/2020							Week of 11/1/2020							Week of 11/8/2020							Week of 11/15/2020									
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
Start on Silvertree Ln and Heritage Dr.			X	X	X			X	X	X	X																																		
Chlorinate, De-Chlorinate)													X		X	X	X	X	X																										
Tie-in at Jasmine St. & Birdhollow Dr.																							X																						
No Work (Election Day)																								X																					
Reconnect Services																									X	X	X			X	X	X	X												
Tie-in at Silvertree Ln. and Heritage Dr.																																			X										
Install Fire Hydrants																																						X	X	X					
Concrete Restoration *if necessary																																										X	X		
Asphalt Restorations TBD																																													
Striping 10 Days after Asphalt Restorations																																													

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

OPERATIONAL MATTERS

ITEM 6: WATER SYSTEM UPDATES

The following is a brief report of the water system for **October 2020**.

Projects and Repairs

1. Water Operations staff repaired a struck air vac on Wood Canyon in the Santiago Estates Community.
2. Water Operations staff replaced one curb stop on Summit Crest in the Dove Canyon Community.
3. Water Operations staff flushed 62 Hydrants in the Canyon area and Santiago Estates Community.
4. Water Operations staff worked with Ferreira Construction on the Silvertree Lane water main replacement project located in the Trabuco Highlands Community.
5. Water Operations staff worked with ATS Communications on the repairs for the T-Mobile cell site located on the Trabuco Tanks.

Monthly Water System Operations Summary

The Monthly Water System Operations Summary is attached for the Committee's review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

EXHIBITS

1. Monthly Water System Operations Summary

CONTACTS (staff responsible): PALUDI/KESSLER

**TRABUCO CANYON WATER DISTRICT
MONTHLY WATER SYSTEM OPERATIONS SUMMARY**

2020													
DIMENSION WTP													
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
SAC METER AC/FT	152	166	128	68	147	13	Offline						674
BACKWASH AC/FT	5	4	4.0	3	5	1	0	3					25
FLUSHWATER AC/FT	9	9	9.0	5	9	2	0	9					52
WTP EFFLUENT AC/FT	153	168	128	68	151	10	0	199					877
81													
TRABUCO CREEK GWTF	0	0	0	68	81	58	59	25					291
US WELL AC/FT	0	0	0	0	0	0	0	0					0
AMP WATER													
SMWD AC/FT	0	0	0	0	0	36	10	4					50
IRWD AC/FT	0	0	0	0	0	111	122	24					257
TOTAL SUPPLY													
AC/FT	153	168	128	136	232	197	191	252					1,457
CFS DAILY AVERAGE	2.4	2.9	2.1	2.3	3.8	3.3	3.1	4.0					3.0
AC/FT PER DAY	4.9	5.8	4.1	4.5	7.5	6.6	6.2	8.1					6.0
OPERATIONS in GAL.													
WTP DOMESTIC	28,424	26,778	32,688	18,700	37,176	3,740	75	59,242					206,823
WWTP DOM	6,000	20,570	14,630	11,110	27,170	22,800	23,430	17,710					143,420
OPERATIONS (AF)													
SUPPLEMENT TO RW	0	0	0	0	0	0	0	0					0
LOSSES in GAL.													
FLUSHING (gal.)	144,000	468,000	0	0	0	0	384,000	198,000					1,194,000
SEWER CLEANING (gal.)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000					40,000
LINE BREAKS (gal.)	1,000	350,000	350,000	30,000	5,000	1,000	0	1,000					738,000
SYSTEM DEMAND **													
CFS DAILY AVERAGE	2.4	2.9	2.0	2.2	3.7	3.3	3.1	4.0					3.0
AC/FT PER DAY	4.9	5.7	4.1	4.5	7.4	6.6	6.2	8.1					5.9
RESERVOIR STORAGE													
MONTHLY AVG (MG)	8.8	8.6	8.8	8.9	8.6	8.8	8.5	8.2					9
DAYS OF STORAGE	4	3	4	4	3	4	3	3					4
ZONES (AF)													
RIDGELINE PS	Offline	Offline	Offline	Offline	20	10	122	199					351
EL TORO P.S.	153	168	128	68	131	111	122	24					905
TOPANGA	3	2	2	1	3	3	4	4					22
FALCON	0.5	0.6	0.2	0.2	0.7	0.7	0.8	0.8					5
ROSE PRV/ OAKS	3	3	3	5	6	6	7	7					40
CANYON CREEK	0.2	0.3	0.2	0.2	0.3	0.4	0.4	0.6					3
ROSE P.S.	0.2	0.1	1.5	0.3	1.5	0.8	0.8	1.4					7
ROBINSON RANCH	26	30	19	24	49	47	56	73					324
DOVE CANYON	60	63	51	39	87	91	97	99					587
PORTOLA HILLS	8	11	9	8	11	13	16	15					91

* Usage estimated new meter installed

** Excludes Operational use, losses, and supplement to Recycled Water Reservoir (RW)

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

OPERATIONAL MATTERS

ITEM 7: WASTEWATER SYSTEM UPDATES

The following is a brief report of the wastewater system for **October 2020**.

Projects and Repairs

1. Wastewater Operations staff assisted maintenance dept with installation of new belt filter press roller.
2. Wastewater Operations staff installed new stainless-steel bubbler tubing for influent equalization basin.
3. Wastewater Operations staff began installation of new duck weed capture system for Dove lake.
4. Wastewater Operations staff assisted Hydrotech during installation of new electric conduit for equalization basin.
5. Wastewater Operations staff began quarterly commercial users grease trap inspections as a part of FOG program

Sewer System Management Plan (SSMP) Report

1. *SSMP Communication Program*: The purpose of the program is to communicate on a regular basis with the public on the development, implementation, and performance of TCWD's SSMP. Status updates on the work and type of work performed on the sewer system will be provided, including sewer line and manhole cleaning, system repairs, lift station cleaning, and updates from satellite facilities:

- Sewer System – Cleaned 0 feet of gravity sewer line
- Satellite and Contract Facilities:
 - The Oaks at Trabuco Wet Well was pumped out **9** times.
 - O'Neill Park Sewer System (Gravity Sewer, Lift Station, and Force Main)
 - Status: Ok | Repairs: None
- Sewer System Quarterly Report:
 - Next Scheduled Report – **January 2021**

2. *SSMP Program Audits*: Periodic internal audits shall be conducted, at a minimum every two years, with reports kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and TCWD's compliance with the mandatory elements of TCWD's SSMP:

- Next scheduled Report Due: **January 2021**

Monthly Recycled Water System Operations Summary

The Monthly Recycled Water System Operations Summary is attached for the Committee's review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

EXHIBITS

1. Monthly Recycled Water System Operations Summary

CONTACTS (staff responsible): PALUDI/PEREA

TRABUCO CANYON WATER DISTRICT | NON-DOMESTIC WATER SYSTEM SUMMARY - 2020

RECYCLED WATER SUPPLY															
	MAX	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
WWTP Reclaimed Water Production, AF	78.3	50.4	45.4	38.4	35.7	58.6	50.7	51.0	50.5	41.9				422.5	550.04
Reclaimed Reservoir Level, FT	1274.5	1,270.5	1,272.0	1,274.1	1,270.8	1,266.5	1,269.5	1,267.0	1,266.5	1,260.0				-	-
Reclaimed Reservoir Free Board, FT	25.5	4.0	2.5	0.4	3.7	8.0	5.0	7.5	8.0	14.5				-	-
Reclaimed Reservoir Storage, AF	145.5	122.8	128.6	139.9	125.2	99.6	117.4	102.7	99.6	69.6				-	-
Supplemental Domestic Water Added, AF	N/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	72.88

RECYCLED WATER SYSTEM DEMAND															
NON DOMESTIC WATER USER	ALLOC. AF	8% JAN	17% FEB	25% MAR	33% APR	42% MAY	50% JUN	58% JUL	67% AUG	75% SEP	83% OCT	92% NOV	100% DEC	TOTAL	ALLOC. %
Dahlia Court	8.2	0.3	0.3	0.1	0.3	0.6	0.3	0.3	0.2	0.2				2.6	32%
Dove Canyon Golf Course	106.7	3.8	10.4	2.5	9.4	40.5	36.7	55.6	42.6	39.1				240.6	226%
Dove Canyon Master Association	279.3	3.6	7.2	2.5	4.7	23.3	21.1	27.4	24.5	29.4				143.8	51%
Robinson Ranch	80.2	0.4	1.5	0.4	0.7	3.1	3.0	4.5	3.8	4.7				22.1	28%
Trabuco Highlands	159.7	1.7	4.0	1.5	1.8	10.0	8.6	11.6	9.0	9.5				57.8	36%
City of RSM	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.01				0.0	8%
Construction Water	N/A	0.0	0.0	0.0	0.0	N/A	0.0	0.0	0.0	0.0				0.0	N/A
Sakaida Nursery	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0%
SMWD	N/A	18.3	3.2	16.4	0.0	0.0	0.0	0.0	0.0	0.0				37.9	N/A
TY Nursery	17.9	0.0	0.0	0.0	0.0	0.0	5.3	12.0	0.0	0.0				17.3	97%
TOTAL, AF	653.2	28.1	26.7	23.4	16.9	77.5	75.0	111.5	80.1	83.0				522.1	80%
PERCENTAGE OF NDW ALLOCATION/YEAR		4%	8%	12%	15%	26%	38%	55%	67%	80%					
TOTAL ANNUAL AVG. NDW AVAILABLE**	774.36														

URBAN RUNOFF CAPTURE AND REUSE															
DISTRICT FACILITY		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
Shadow Rock Detention Basin Production		0.0	0.0	0.0	0.0	0.0	1.6	1.2	1.1	0.9				4.8	21.2
Dove Tick Creek Production*	Dry Season	0.0	0.0	0.0	0.0	0.0	1.9	5.1	3.0	6.3				16.3	102.7
	TCWD Portion	0.0	0.0	0.0	0.0	0.0	1.0	2.5	1.5	3.2				8.1	-
	SMWD Portion	0.0	0.0	0.0	0.0	0.0	1.0	2.5	1.5	3.2				8.1	-
Dove Lake Water Pumped		0.0	0.0	0.0	0.0	0.0	49.7	49.7	49.7	14.9				164.0	201.7
Dove Lake Free Board, Ft		0.0	0.0	0.0	0.0	0.0	3.0	5.0	8.5	9.0				-	-
Dove Lake Storage		180.0	180.0	180.0	180.0	180.0	160.0	147.0	88.0	79.0				-	-
Total Rainfall, In.		0.2	0.4	3.4	4.9	0.0	0.0	0.0	0.0	0.0				8.8	14.5

* SMWD share of Dove/Tick Pump Station Dry Season Water is 50% of production.

** Based on 5-Year Average Reclaimed Water Reservoir Base Supply & Recycled Water Production

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

OPERATIONAL MATTERS

ITEM 8: MAINTENANCE DEPARTMENT UPDATES

The following is a brief report of the wastewater system for **October 2020**.

Projects and Repairs

1. Maintenance Department staff assisted with the Rain for Rent equipment removal from Dove Lake Recycled Water Booster Pump Station.
2. Maintenance Department staff assisted Vaughan Industrial while working on Jet Pump Rehab Project at the Robinson Ranch Wastewater Treatment Plant.
3. Maintenance Department staff assisted Hydrotech Electric at the Robinson Ranch Wastewater Treatment Plant installing LED lights in Maintenance Shop.
4. Maintenance Department staff assisted Hydrotech Electric at the Robinson Ranch Wastewater Treatment Plant repairing a conduit for EQ basin controls.
5. Maintenance Department staff assisted Hydrotech Electric at the Robinson Ranch Wastewater Treatment Plant installing a conduit for MCC at the Operations building.
6. Maintenance Department staff repaired the belt roller at the Robinson Ranch Wastewater Treatment Plant Belt Press dewatering equipment.
7. Maintenance Department staff repaired/replaced a motor aerator on the Reclaim Reservoir located at the Robinson Ranch Wastewater Treatment Plant.
8. Maintenance Department staff replaced tires on CAT 430e Backhoe.
9. Maintenance Department staff witness test the new Fairbanks pumps for El Toro Lift Station North Side wet well
10. Maintenance Department staff assisted Operations on the emergency response to the Topanga Booster Pump Station and the O' Neil Sewer Lift Station due to the Silverado Fire.

RECOMMENDED ACTION:

Committee to receive system status updates. No action required.

EXHIBITS

None

CONTACTS (staff responsible): PALUDI/STROUD

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | NOVEMBER 4, 2020**

**REGULATORY AND OTHER MATTERS
ITEM 9: OTHER MATTERS/REPORTS**

Other Matters/Reports from the General Manager and/or District staff may be provided at the time of the Engineering/Operational Committee Meeting.

RECOMMENDED ACTION:

Hear Other Matters/Reports that may have arisen after the posting of the agenda.

EXHIBITS

None

CONTACTS (staff responsible): PALUDI