



*Dedicated to
Satisfying our Community's
Water Needs*

**AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Tuesday, January 26, 2021
1965 Placentia Avenue, Costa Mesa, CA 92627
3:30 p.m. Adjourned Regular Board Meeting**

BOARD OF DIRECTORS COMMITTEE MEETING

**IN AN EFFORT TO MITIGATE THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE PUBLIC COMMENT TELEPHONICALLY BY CALLING THE FOLLOWING NUMBER:
DIAL: (949) 207-5455
CONFERENCE ID: 130371#**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Items Not on the Agenda: Members of the public are invited to address the Board regarding items which are not on the agenda. Each speaker is limited to three minutes. The Board will set aside 30 minutes for public comments.

Items on the Agenda: Members of the public may comment on agenda items before action is taken, or after the Board has discussed the item. Each speaker is limited to three minutes. The Board will set aside 60 minutes for public comments.

ITEMS TO BE ADDED, REMOVED, OR REORDERED ON THE AGENDA

At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed as an Action Item, may be deliberated and may be subject to action by the Board.

CONSENT CALENDAR ITEMS:

Approve all matters under the Consent Calendar by one motion unless a Board member, staff, or a member of the public requests a separate action.

1. Receive and file the Developer Project Status Report.
2. Receive and file the Mesa Water and Other Agency Projects Status Report.
3. Receive and file the Water Quality Call Report.
4. Receive and file the Water Operations Status Report.
5. Receive and file the Accounts Paid Listing.
6. Receive and file the Monthly Financial Reports.
7. Receive and file the Major Staff Projects.
8. Receive and file the State Advocacy Update.
9. Receive and file the Orange County Update.
10. Receive and file the Outreach Update.



ACTION ITEMS:

11. SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROGRAM AGREEMENT:

Recommendation: Recommend that the Board of Directors approve the Contract Between Orange County Water District and Mesa Water District Regarding Construction of Wells for Santa Ana River Conservation and Conjunctive Use Program, and authorize execution of the contract.

PRESENTATION AN DISCUSSION ITEMS:

12. FISCAL YEAR 2020 WATER LOSS AUDIT:

Recommendation: Receive the presentation.

REPORTS:

13. REPORT OF THE GENERAL MANAGER
14. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

15. OTHER (NO ENCLOSURE)

CLOSED SESSION:

16. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE 54957.6:
District Negotiator: General Manager
Employee Organization: District Employees

In compliance with California law and the Americans with Disabilities Act, if you need 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) 631-1206. Notification 48 hours prior to the meeting will enable Mesa Water District (Mesa Water) to make reasonable arrangements to accommodate your requests.

Members of the public desiring to make verbal comments utilizing a translator to present their comments into English shall be provided reasonable time accommodations that are consistent with California law.

Agenda materials that are public records, which have been distributed to a majority of the Mesa Water Board of Directors (Board), will be available for public inspection at the District Boardroom, 1965 Placentia Avenue, Costa Mesa, CA and on Mesa Water's website at www.MesaWater.org. If materials are distributed to the Board less than 72 hours prior or during the meeting, the materials will be available at the time of the meeting.

ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR THURSDAY, FEBRUARY 11, 2021 AT 6:00 P.M.

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0013-20-02	570 W. 18th Street	Lion's Park Project	Plans received on 5/21/20 and plan check fees are waived. Application for New Service received on 6/15/20. 1st Plan check submitted on 5/21/20 and redlines returned on 6/23/20 after required field investigation. 2nd Plan check submitted on 10/5/20 and returned on 10/6/20. Permit issued on 10/27/20. (1/15/21)
C0014-21-01	1170 Baker Street, Units C and D	Commercial Building	Plans received on 7/15/20 and plan check fees paid on 7/20/20. Redlines returned on 7/23/20. 2nd Plan check submitted 8/13/20 and redlines returned on 8/14/20. 3rd Plan check submitted 8/31/20 and returned on 9/6/20. Permit issued on 10/23/20. (1/15/21)
C0043-21-01	2032 President Place	CMSD Pump Station	Plan check fees (Not Application) and Application for New Service submitted on 8/18/20. 1st Plan Check submitted on 6/30/20 and returned on 7/4/20. 2nd Plan check submitted on 9/8/20 and returned on 9/12/20. Permit issued on 11/12/20. (1/15/21)
C0053-18-01	1908 Tustin	Single Family Home	Plans received and plan check fees paid on 3/8/18. Fees paid and permit issued on 3/13/18. Meter upgraded on 4/15/19. Submitted water termination letter to be effective 1/20/21.
C0058-19-01	585 & 595 Anton Boulevard (P2)	Apartment Complex	Final permit fees paid on 5/8/19. Permit issued on 5/8/19. Precon meeting held on 5/16/19. Waiting for revised Easements and Quit Claims regarding legal entities. Services installed 6/28/19. Pressure tests done on 7/2/19, Bac-T tests done on 7/8/19. Fireline charged on 9/12/19. Mesa Water staff removed two fire hydrants from jobsite on 9/18/19. Pipeline installed on 11/19/19. Raised valve can to grade on 4/22/20. Coordinating with Contractor for the large meters to be installed mid-January 2021. (1/15/21)
C0071-20-01	2277 Harbor Boulevard	Apartment Complex	Plans received and plan check fees paid on 3/17/20 and redlines returned on 3/26/20. 2nd Plan check received on 3/31/20. 2nd plan check submitted on 4/5/20 and redlines returned on 4/8/20. Received quitclaim exemption on 10/9/20. Permit issued on 12/22/20. (1/15/21)

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0079-19-01	1957 Newport Boulevard	38 New Townhomes	Plans received and plan check fees paid on 2/5/19. Customer picked up redlines on 2/27/19. Meeting on 3/5/19 with customer to discuss easement. 2nd plan check was submitted on 4/23/19 and redlines to be picked up on 5/6/19. 3rd plan check submitted on 5/16/19. Permit approved on 8/23/19. Precon held on 9/3/19. Shutdown to tie in tee & valve service line placement and pipeline installation completed on 9/11/19. Services installed on 10/2/19 and 10/2/19. Pressure test performed on 10/9/19. Hot tapping completed on 10/14/19. Shutdown to tie-in valves on 10/24/19. Meters installed on 12/23/19. Backflow tested on 1/10/20. First phase of meters installed and locked on 2/26/20, 2/27/20, and again on 3/23/20. Backflow tested on 4/21/20. Inspector visited site for update on 7/13/20. Flow Thru tests completed on 10/5/20, and 10/13/20 on 18 meters only. Meters installed and locked off on 11/10/20. (1/15/21)
C0092-19-01	2089 Harbor Blvd (Harbor and Hamilton)	28 New Townhomes	Plans received and plan check fees paid on 4/23/19. 1st plan check submitted 4/23/19 and redlines to be picked up on 5/6/19. 2nd plan check submitted on 6/11/19 and redlines picked up on 6/18/19. 3rd Plan Check submitted on 11/25/19 and redlines returned to customer on 11/27/19. 4th Plan Check submitted on 2/4/20 and redlines emailed to customer on 2/12/20. Permit issued 6/6/20. Precon meeting held on 6/25/20. Hot taps done on 10/9/20, 10/12/20, 10/13/20. 29 Meters installed on 10/15/20. Shutdown to tie in the fireline on 10/15/20. Two Backflows tested on 10/23/20. Abandonment completed on 10/28/20. Meter install on 11/2/20. Water service abandonments performed on 1/7/21.
C0102-20-02	3550 Cadillac Avenue	Commercial	Plans received and plan check fees paid on 11/25/19. 1st Plan check submitted 11/25/19 and redlines emailed on 12/4/19. Issued plan check application termination to Owner due to non-responsiveness to complete plan check process. 2nd Plan check submitted on 7/2/20 and returned on 7/5/20. (1/15/21)

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0104-19-01	413 E. 20th Street	Single Family Home	Plans received and plan check fees paid on 7/1/19. 1st Plan check submitted 7/1/19 and redlines picked up on 7/1/19. 2nd Plan check submitted on 1/7/20 and redlines emailed on 1/15/20. Permit issued on 4/12/20. Precon held on 9/21/20. Meter upgraded on 10/14/20. Final Flowthru test completed 1/19/21. (1/19/21)
C0105-20-01	3333 Avenue of the Arts	Commercial	Plans received and plan check fees paid on 7/24/19. 1st Plan check submitted 7/26/19 and redlines to be picked up on 7/26/19. 2nd Plan check submitted on 8/30/19 and resubmitted on 9/11/19. 3rd plan check resubmitted on 10/8/19. Permit approved and final fees paid on 10/24/19. Precon held on 11/24/19. Temporary RW pipeline inspected and approved on 11/27/19 and report sent to DDW on 12/4/19. Construction is ongoing. (1/15/21)
C0120-20-01	934 Congress Street	Single Family Home	Plans received and plan check fees paid on 10/28/19. 1st Plan check submitted 10/28/19 and redlines picked up on 11/5/19. 2nd Plan check submitted on 3/11/20, and redlines emailed to customer on 3/18/20. 3rd Plan check submitted on 3/24/20 and redlines remailed to customer on 3/26/20. Customer put project on hold on 3/27/20. Verified construction has started on 5/7/20. Issuing water termination letter to Owner on 1/20/21 due to non-responsiveness to complete plan check process. (1/20/21)
C0122-20-01	925 W. 18th Street	Commercial	Plans received and plan check fees paid on 10/28/19. 1st Plan check submitted 10/28/19 and redlines picked up on 10/29/19. 2nd plan check submitted 12/4/19. 3rd Plan check submitted on 1/2/20 and redlines picked up on 1/6/20. Final plan check fees paid on 2/26/20. Inspector did a site pre-survey on 3/4/20. Permit issued on 4/18/20. Precon meeting held on 1/6/21.
C0124-20-01	2209 Fairview Road	Commercial	Plans received and plan check fees paid on 11/18/19. 1st Plan check submitted 11/5/19 and redlines picked up on 11/19/19. 2nd Plan check submitted on 11/21/19 and redlines picked up on 11/27/19. 3rd Plan check submitted on 2/3/20 and redlines returned to customer on 2/4/20. Permit issued on 6/2/20. Precon meeting held on 7/9/20. Mainline and trench excavation inspected on 7/10/20. Meeting to refresh Precon with new Contractor held on 10/30/20. (1/15/21)

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0128-20-01	901 B South Coast Drive	Commercial	Plans received and plan check fees paid on 11/25/19. 1st Plan check submitted 11/25/19 and redlines picked up on 12/3/19. 2nd Plan check submitted on 2/21/20 and redlines returned on 3/5/20. 3rd Plan check submitted on 3/16/20 and redlines returned on 3/18/20. 4th Plan check submitted on 6/25/20. (1/15/21)
C0131-20-01	1975 Wallace Avenue	6 Unit Apartments	Plans received and plan check fees paid on 11/18/19. 1st Plan check submitted 11/18/19 and redlines picked up on 11/22/19. 2nd Plan check submitted on 12/2/19 and redlines picked up on 12/3/19. Final permit fees paid on 3/6/20 and permit issued on 3/6/20. (1/15/21)
C0137-20-01	3001 Murray Lane	Single Family Home	Plans received and plan check fees paid on 2/28/20. 1st Plan check submitted on 2/28/20 and redlines returned on 3/9/20. 2nd submittal submitted on 9/30/20 and returned on 10/11/20. (1/15/21)
C0138-20-01	1966 Wallace Avenue	Five Single Family Homes	Plans received and plan check fees paid on 3/4/20. 1st Plan check submitted on 3/4/20. 2nd Plan check submitted on 3/20/20 and redlines returned on 3/22/20. Issued permit on 6/2/20. Precon meeting held on 10/5/20. Services installed and backfilled on 11/9/20. Meters installed and locked off on 11/16/20. (1/15/21)
C0140-20-01	2163 National Avenue	Single Family Home	Plans received and plan check fees paid on 3/4/20. 1st Plan check submitted on 3/4/20 and redlines returned on 3/13/20. Followed up with Owner on 8/15/20 expecting 2nd submittal late December 2020. Fire Department still reviewing (1/6/21) so applicant waiting on resubmittal.
C0142-20-01	2309 Santiago Drive	Single Family Home	Plans received on 4/23/20 and plan check fees paid on 4/29/20. 1st Plan check submitted on 4/23/20 and redlines returned on 5/9/20. 2nd Plan check submitted on 5/15/20 and redlines returned on 5/28/20. Issued Permit on 6/10/20. Inspector sent to check status of construction on 11/2/20. (1/15/21)
C0143-20-01	359 Nassau Road	Single Family Home	Plans received on 4/23/20 and plan check fees paid on 4/24/20. 1st Plan check submitted on 4/23/20. 2nd Plan check submitted on 5/13/20 and redlines returned on 5/16/20. 3rd Plan check submitted on 9/28/20 and returned on 9/28/20. Permit issued on 12/22/20. Precon meeting held on 1/7/21. Meter installed and locked off on 1/8/21.

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0148-20-01	2094 Balmoral Place	Single Family Home	Application for New Service received on 5/15/20. 1st Plan check submitted on 6/15/20 and redlines returned on 6/21/20. Plan check fees paid on 7/3/20. (1/15/21)
C0149-20-01	1964 Raymond Avenue	Single Family Home	Application for New Service received on 5/15/20 and plan check fees paid on 6/21/20. 1st Plan check submitted on 6/10/20 and redlines returned on 6/21/20. 2nd Plan check submitted on 6/22/20 and redlines returned on 6/23/20. Issued permit on 7/16/20. Precon meeting held on 1/11/21.
C0150-20-02	165 Merrill Place	Single Family Home	Plans received on 7/3/20 and plan check fees paid on 6/25/20. 1st Plan check submitted on 6/25/20 and redlines returned on 7/5/20. Rescinded permit on 9/16/20. 2nd Plan check submitted 9/28/20 and returned on 9/29/20. Issued permit on 10/27/20. (1/15/21)
C0152-21-01	369 Costa Mesa Street	Single Family Home	Plans received on 7/21/20 and plan check fees paid on 7/15/20. 1st Plan check submitted on 7/22/20 and redlines returned on 7/22/20. Followed up with Owner on 9/18/20 regarding status. (1/15/21)
C0155-21-01	451 Cabrillo Street	Single Family Home	Plans received on 7/21/20 and plan check fees paid on 7/21/20. 1st Plan check submitted on 7/22/20 and redlines returned on 7/22/20. 2nd Plan check submitted on 9/29/20 and response submitted on 9/29/20. (1/15/21)
C0156-21-01	2870 Clubhouse Road	Single Family Home	Plans received on 8/4/20 and plan check fees paid on 8/4/20. 1st Plan check submitted on 8/4/20 and returned on 8/13/20. 2nd Plan check submitted on 9/15/20 and redlines returned on 9/15/20. Permit issued on 9/30/20. Precon held on 10/8/20. Meter installed and locked on 10/14/20. Final Flowthru test performed on 1/19/21.
C0157-21-01	251 E. 20th Street	Single Family Home	Plan check fees paid on 8/5/20 and Application for New Service submitted on 8/5/20. 1st Plan check submitted on 8/5/20 and returned on 8/13/20. 2nd Plan check submitted on 8/19/20 and returned on 8/20/20. Issued permit on 9/17/20. Precon meeting held on 9/22/20. Contractor requested meter box only on 9/30/20. (1/15/21)

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0158-21-01	396 E. 21st Street	Mobile Home Park	Plan check fees paid on 8/13/20 and Application for New Service submitted on 8/7/20. 1st Plan check submitted on 7/30/20 and returned on 8/15/20. 2nd Plan check submitted on 9/2/20 was rejected. Revised 2nd Plan check submitted on 9/10/20 and returned on 9/12/20. Issued permit on 10/27/20. (1/15/21)
C0159-21-01	2734 San Lucas Lane	Single Family Home	Plan check fees paid and Application for New Service submitted on 8/14/20. 1st Plan check submitted on 8/18/20 and returned on 8/20/20. 2nd Plan check submitted on 8/25/20 and returned on 8/26/20. Issued permit on 11/12/20. (1/15/21)
C0160-21-01	272 Rose Lane	Single Family Home	Plan check fees paid and Application for New Service submitted on 8/24/20. 1st Plan check submitted on 8/24/20 and returned on 8/30/20. 2nd Plan check submitted on 8/31/20 and returned on 9/6/20. Issued permit on 9/30/20. (1/15/21)
C0161-21-01	1775 and 1781 Monrovia Ave.	Commercial	Plan check fees paid and Application for New Service submitted on 8/27/20. 1st Plan check submitted on 8/20/20 and returned on 8/30/20. 2nd Plan check submitted on 9/21/20 and returned on 9/23/20. Issued permit on 11/12/20. (1/15/21)
C0162-21-01	355 E. 19th Street	Single Family Home	Plan check fees paid and Application for New Service submitted on 8/27/20. 1st Plan check submitted on 8/27/20 and returned on 8/30/20. 2nd Plan check submitted on 9/2/20 and returned on 9/6/20. Issued permit on 9/17/20. Precon meeting held on 10/9/20. (1/15/21)
C0164-21-01	282 E. 18th Street	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/3/20. 1st Plan check submitted on 8/31/20 and returned on 9/6/20. Issued permit on 9/30/20. (1/15/21)
C0165-21-01	2110 Monrovia Ave	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/3/20. 1st Plan check submitted on 9/2/20 and returned on 9/6/20. Issued permit on 9/17/20. (1/15/21)
C0166-21-01	470 Walnut Place	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/3/20. 1st Plan check submitted on 9/2/20 and returned on 9/6/20. Issued permit on 9/17/20. (1/15/21)

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0169-21-01	785 Center Street	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/14/20. 1st Plan check submitted on 9/14/20 and returned on 9/18/20. 2nd Plan check submitted on 9/24/20 and returned on 9/25/20. Issued permit on 10/5/20. Site presurvey completed on 12/28/20. (1/15/21)
C0170-21-01	446 Flower Street	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/25/20. 1st Plan check submitted on 9/25/20 and returned on 9/28/20. 2nd Plan check submitted on 9/29/20 and returned on 9/29/20. Permit issued on 10/23/20. (1/15/21)
C0171-21-01	1719 Samar Drive	Single Family Home	Plan check fees paid and Application for New Service submitted on 9/25/20. 1st Plan check submitted on 9/25/20 and returned on 10/3/20. 2nd Plan check submitted on 10/6/20 and returned on 10/6/20. Permit issued on 10/23/20. (1/15/21)
C0172-21-01	377, 379, 385 and 387 La Perle Place	4 Single Family Homes	Application for New Service submitted on 10/9/20 and waiting for Plan check fees to arrive via check. 1st Plan check submitted on 10/9/20 and returned on 10/12/20. 2nd Plan check submitted on 10/20/2020 and returned on 10/20/20. 3rd Plan check submitted on 10/27/20 and returned on 10/28/20. Permit issued on 12/22/20. (1/15/21)
C0173-21-01	1815 Anaheim Ave	Kiddie Academy	Application for New Service and plan check fees submitted on 10/14/20. 1st Plan check submitted on 10/14/20 and returned on 10/27/20. (1/15/21)
C0174-21-01	461 E. 20th Street	Single Family Home	Application for New Service and plan Check Fees submitted on 10/14/20. 1st Plan check submitted on 10/27/20 and returned on 10/27/20. 2nd Plan check submitted on 11/2/20 and returned on 11/3/20. 3rd Plan check submitted on 11/4/20 and returned on 11/4/20. Permit issued on 11/23/20. Site Presurvey completed on 1/6/21.
C0175-21-01	1499 Monrovia Ave	Commercial	Application for New Service and Plan Check Fee submitted on 12/14/20. 1st Plan check submitted on 12/10/20 and returned on 12/23/20.
C0176-21-01	752-756 W. 19th St	Mix Use	Application for New Service and plan Check Fees submitted on 12/21/20. 1st Plan check submitted on 12/21/20 and returned on 12/23/20.

DEVELOPER PROJECT STATUS REPORT

PROJECT STATUS - DEVELOPER PROJECTS			
FILE NO.	PROJECT ADDRESS	PROJECT DESCRIPTION	PROJECT NOTES/STATUS
C0177-21-01	2141 Orange Ave	Single Family Home	Application for New Service and Plan Check Fee submitted on 12/21/20 and returned on 12/23/20. 2nd Plan check submitted on 12/24/20 and returned on 12/24/20. Issued permit on 1/5/21.
C0178-21-01	3025 Capri Lane	Single Family Home	Application for New Service and plan Check Fees submitted on 12/21/20. 1st Plan check submitted on 12/21/20 and returned on 12/23/20.
C0179-21-01	2183 and 2185 Tustin Ave	Two Single Family Home	Application for New Service and Plan Check Fee submitted on 12/21/20. 1st Plan check submitted on 12/21/20 and returned on 12/23/20.
C0180-21-01	3197 Airport Loop, Building F	Commercial	Application for New Service and Plan Check Fee submitted on 12/23/20. 1st Plan check submitted on 12/23/20 and returned on 12/24/20.
C0181-21-01	381 Walnut Street	Single Family Home	Application for New Service submitted on 7/27/2020 and Plan Check Fee submitted on 12/31/20. 1st Plan check submitted on 12/22/20 and returned on 01/12/21.

MESA WATER AND OTHER AGENCY PROJECTS STATUS REPORT
January 2021

Project Title: OC-44 Replacement and Rehabilitation Evaluation and Cathodic Protection Study

File No.: M 2034

Description: Evaluate potential repair and replacement options.

Status: Request for Bids sent out to contractors on February 6, 2019. Six bids received on 3/6/19. E&O Committee recommended award of the contract to lowest bidder (E.J. Meyer Company) on 3/19/19. Kick-off meeting held on 4/25/2019. Reviewed submittals. Met with SARWQB on 5/24/19 and discussed permit requirements w/ Susan Beeson. On 5/30/19 met with OCSD and went over requirements for the Special Purpose Discharge Permit (SPDP). Project Progress meeting on 6/6/19 and coordination meeting with MWD on 6/20/19. Held Permit Status Meeting on 7/11/2019, Traffic Coordination Meeting with Fletcher Jones on 7/23/2019 and Project Progress Meeting on 7/23/2019. Submitted Application Package to OCSD for SPDP on 7/31/2019. Received Special Purpose Discharge Permit from OCSD on 9/1/2019. Coordination meeting with Fletcher Jones and Project Progress Meeting held on 9/11/19. Contractor mobilized on 9/15/19 and started dewatering efforts. Project is substantially complete and line is ready for use. Native planting is complete and the contractor is providing maintenance of planted vegetation. The post-construction walk-through meeting held on 4/30/20. Planting Establishment and 120-day Maintenance Period completed on 7/2/20. The final inspection and walk-through meeting held on 7/23/20. Planting Establishment and Maintenance Report submitted to the regulatory agencies on September 29, 2020. Non-native plant herbiciding performed on 11/14/20. (1/14/21)

MESA WATER AND OTHER AGENCY PROJECTS STATUS REPORT

January 2021

Project Title: Pipeline Testing Program

File No.: MC 2141

Description: Implement Resolution No. 1442 Replacement of Assets to annually perform non-destructive testing of 1% of the distribution system, and destructive testing of segments that are shown to have less than 70% of original wall thickness by non-destructive testing.

Status: Three miles of AC pipe constructed in 1956 were selected for non-destructive wall thickness measurement, which occurred during the week of January 14, 2019. The report was received on February 8, 2019. Five AC pipe samples are planned to be collected and sent for wall thickness measurements as part of routine valve replacements in April 2019. Samples were sent to the testing lab in May 2019, and the wall thickness measurement report was received on June 24, 2019. With more data collected from AC pipe samples, a proposed update of the Res. 1442 Replacement of Assets was approved by the E&O Committee in September 2019. Staff developed a process for classifying pipeline breaks, and provided a class to the Distribution crews on November 21, 2019. Four AC pipe samples collected during valve replacements were sent for EDS testing on January 28, 2020. Lab reports were received on March 19, 2020 and evaluation of the lab results was received on June 12, 2020. MWDOC performed approximately 40 miles of leak detection and found one suspected pipeline leak. Staff performed a follow up leak detection and could not replicate the suspected leak. Thirteen (13) AC pipe samples collected by staff during valve replacements and break responses we sent for wall thickness measurement, EDS testing, and remaining useful life estimates. MWDOC staff is performing 30 miles of leak detection for main lines and service laterals in January 2021. A report of their findings is expected in February 2021.(1/14/21)

Project Title: Chandler & Croddy Wells and Pipeline Project

File No.: M18-113

Description: Design, documentation, permitting, and construction of two new wells located on Chandler Avenue and Croddy Way in the City of Santa Ana and the distribution pipeline connecting the wells to Mesa Water's supply system.

Status: The Chandler Well 12 and Croddy Well 14 and Pipeline Project Team includes Design Engineer Tetra Tech, Construction Manager Butier Engineering, and Community Outreach Consultant Murakawa & Associates. The project has four phases, with a construction bid package for each phase. The status of each phase is below.

Phase 1. Demolition. Demolition of the existing office buildings at the well site properties was awarded to Standard Demolition on July 9, 2020 and was completed on October 14, 2020.

Phase 2: Well Drilling. Well Drilling was awarded to Zim Industries dba Bakersfield Well & Pump on August 13, 2020. Permits for well drilling were received from Orange County Heath Care Agency (OCHCA) on October 7, 2020. Mobilization for drilling at the Croddy Well 14 site started on October 12, 2020. Construction of sound walls is complete at both sites. The Croddy Well 14 pilot hole was drilled, and aquifer and water

MESA WATER AND OTHER AGENCY PROJECTS STATUS REPORT

January 2021

quality samples were collected and analyzed. The Croddy Well 14 casing is being designed based on the analyses.

Phase 3: Well Equipping. The RFB for Chandler Well 12 and Croddy Well 14 Well Equipping was released on December 17, 2020 to six prequalified bidders. Addendum 1 to the RFB was released on January 14, 2021. Bid opening is scheduled for January 27, 2021. A request for contract award will be brought to the February 11, 2021 Board of Directors meeting.

Phase 4: Pipeline. Pipeline design is complete. The encroachment permit applications for the pipeline were submitted to the City of Costa Mesa and Santa Ana. Permit comments from both cities have been received and addressed. Permit applications have been resubmitted. Once permits are received, the RFB will be released. (1/14/21)

Project Title: Meter Technology Evaluation

File No.: MC 2248

Description: The lifespan of a water meter is approximately 15 years. As a meter ages, the accuracy drops off due to wear. In preparation for its annual water meter replacement, staff has been reviewing water meter technology determining what water meter and reading solutions would be the best fit for Mesa Water's aging register technology. With today's technology, there are several types of meters and meter reading solutions available. The most common are as follows: Fixed Network, Automatic Meter Reading (AMR) System, Handheld or Touch Technology, and Advanced Metering Analytics - Cellular Endpoint.

Status: A request for bids was sent out the on-call contractors for the installation of the Route 600 Meter Technology Pilot Project Meters. Bids from the on-call contractors were received on October 15, 2020 and reviewed by staff. W.A. Rasic was selected from the bids received. The preconstruction meeting was held on 11/12/2020. Kickoff meeting with Contractor was held on November 12, 2020. The official notice to proceed was issued on 11/30/20. W.A. Rasic began their field investigation of the Route 600 meters the week of 11/30/20. W.A. Rasic has begun replacing meters and installing the cellular endpoints. To date, approximately 70 endpoints have been installed and 35 meters replaced. (1/15/2021)

Project Title: Reservoirs 1 & 2 Chemical Systems Design

File No.: M18-117

Description: Improve disinfection and mixing in both reservoirs to improve water quality and minimize nitrification.

Status: Final Design Contract awarded to Hazen & Sawyer on February 14, 2018. 50% design report received on July 17, 2018. Design review workshop took place in September 2018. A site visit to Laguna Beach County's El Morro reservoirs occurred on November 8, 2018, to evaluate the Vortex mixing system. Staff met with the designer on December 5, 2018, to incorporate design-for-reliability and design-for-maintainability principals into the mixing system design. The consultant provided a Technical Memo summarizing the options for maintainability and reliability of the Vortex mixer system on April 4, 2019. The 90% design deliverable was received on June 4, 2019, and is being reviewed by staff. Per the E&O Committee's request, the Preliminary Design Report

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January 2021

describing the basis of this project was included in the October E&O Committee package. The consultant is working with the reservoir management system supplier to use Mesa Water's standardized analytical equipment to maintain disinfectant residual in the reservoirs. 100% design deliverable was received on April 29, 2020 and was reviewed by staff. Revised 100% was received on June 23, 2020 and reviewed by staff. Resolution to final comments is expected to be completed in March 2021. (1/14/2021)

Project Title: District Wide Security System

File No.: M20-600

Description: Planning and Design Services for a District-Wide Security System

Status: The District-Wide security system is among the first new projects to be awarded as part of the Capital Improvement Program Renewal (CIPR). The draft scope of work was developed and sent for consultant review on June 16, 2020. Consultant comments were received on June 23, 2020. The final Request for Task Order proposal was issued on July 21, 2020. Three proposals were received on August 3, 2020 and evaluated. A Task Order authorization was issued to HDR. Kickoff and site visits were conducted on August 25-27, 2020. The consultant is conducting the evaluation. The draft white paper was received on October 12, 2020, and was reviewed by staff. The revised white paper was received on November 9, 2020, and was being reviewed by staff. A meeting was held on November 18, 2020, to discuss the options. A revised white paper was received on December 4, 2020, and was reviewed by staff. Final decisions on implementation are pending evaluation of Fiber Optic communication availability being performed by a different consultant. (1/14/2021)

Project Title: Mesa Water Education Center Project

File No.: M20-105

Description: Mesa Water Education Center and Storage Facility

Status: In November 2019, the Board directed staff to proceed with Design Concept 2 of the Mesa Water Reliability Facility Outreach Center. Mesa Water obtained a cost proposal from IBI Group to provide professional design services and construction support services for the Mesa Water Education Center. The scope of work also incorporates the design of a MWRF spare parts storage building (located at the MWRF) and wells spare parts storage building (located at Well 9 or other well site) as part of the design services. Board approved this item at its 4/9/2020 Board Meeting. The pre-design kick-off meeting was held on 4/27/20. Conceptual design reviewed on 6/10/20 and preliminary cost estimate discussed on 7/9/2020. At the August 25, 2020 Committee Meeting the Mesa Water Education Center building concept was approved by the Board. Additionally, a contract was awarded to Mad Systems for the exhibit design. On September 17, 2020 a final design kick-off meeting was held with the architect and exhibit design teams. On October 6, 2020, the Mesa Water team toured the Albert Robles Center for Water Recycling and Environmental Learning with Mad Systems. On October 15, 2020 the design team held a site visit at the MWRF to discuss landscaping and courtyard concepts. The design team held progress meetings on

MESA WATER AND OTHER AGENCY PROJECTS STATUS REPORT

January 2021

10/29/20, 11/12/20, and 11/25/20 to discuss project alternatives and progress. A preliminary landscaping concept was received on 11/25/20. The 50% design submittal was received on 12/15/2020 and is currently being reviewed by staff. (1/14/21)

Project Title: MWRF Parking Project

File No.: M20-105

Description: Construct Parking on Gisler Avenue

Status: The Board approved Alternative No. 3 Parking option along Gisler Avenue on 3/15/2014. E & O Committee accepted the conceptual design (by NV5 former Civil Source) and provided comments at the May 2015 E&O Committee Meeting. An Encroachment Permit was received from the City of Costa Mesa in September 2016. The final bid package was completed 3/15/16. Board approved the Hold Harmless Agreement for the Installation of off-site parking improvements within public right-of-way at the August 2016 E&O Committee Meeting. Agreement sent to the City for execution and recording on 9/7/16. Recorded Agreement received from the City on 10/19/16.

Request for Bids sent out to contractors on February 25, 2020. Two bids received on 3/24/20. Board awarded contract to the lowest bidder (GMC Engineering, Inc.) on 4/9/20. The City of Costa Mesa Encroachment/Traffic Permit received on 5/21/20. Construction started on 6/29/20 and completed 8/20/20. The 180-Day Landscape & Irrigation Maintenance period started on 8/21/20 and will end on 2/17/21. Project in progress. (1/14/21)

Project Title: Wilson Avenue Pipeline Replacement Project

File No.: M21-220A

Description: Design, documentation, and permitting for replacement of pipeline in Wilson Avenue between Newport Blvd and Harbor Blvd.

Status: Scope of Work and Request for Quotes for the design, documentation, and permitting for the Wilson Avenue Pipeline Replacement Project was prepared and sent to the design consultants on 7/13/2020. Received five proposals on 8/27/20. Water Systems Consultants, Inc. (WSC) selected to prepare the design. Kick-off meeting held on 8/13/2020. Technical Memorandum No. 1 providing alternative pipeline layout submitted for review on 10/12/20. 50% Design package submitted for review on 12/23/20. Design in progress. (1/14/21)

Project Title: 1951 Cohort Pipeline Replacement Project

File No.: TBD

Description: Design, documentation, and permitting for replacement of 3.5 miles of pipeline in Hamilton St., Pomona Ave., Wallace Ave., Anaheim Ave., and Maple Ave.

Status: Scope of Work and Request for Proposals for providing CM services for the Wilson Avenue and 1951 Cohort Pipeline Replacement Projects sent out to As-Needed Consultants on 11/30/20. Five proposals received on 12/14/20. CDM Smith was selected to provide the CM Services. (1/14/21).

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Scope of Work and Request for Proposals for providing design services for the 1951 Cohort Pipeline Replacement sent out to As-Needed Consultants on 12/1/20. Two proposals received on 12/15/20. Tetra Tech was selected to prepare the design. The project kick off meeting is currently being scheduled with Tetra Tech. (1/14/21)

Project Title: Mainline Valve Replacement Project Phases I through IV

File No.: M21-001MV

Description: Design, documentation, and permitting for replacement of mainline valves within the distribution system per the Mainline Valve Spacing Policy.

Status: At the October 8, 2020 Board Meeting the Mainline Valve Spacing Policy was approved by the Board. A Scope of Work and Request for Quote for the design, documentation, and permitting for the Mainline Valve Replacement Project was prepared and was sent to on-call design consultants the week of October 19, 2020. Received four proposals on 11/3/20. Tetra Tech was selected to prepare the final design. The project Kick-off meeting was held on 1/12/21. Design in progress. (1/14/21)

Project Title: Water and Energy Supply Chain Reliability Study

File No.: M21-210B

Description: The study will evaluate Mesa Water's water and energy supplies and backup capabilities under normal and emergency operations, identify potential water and energy supply reliability gaps, evaluate Mesa Water's supply chain system relative to emergency readiness, and provide recommendations to improve water and energy supply reliability.

Status: A scope of work and request for task order proposals were sent to on-call design consultants on June 5, 2020. Five task order proposals were received on June 19, 2020. Brown and Caldwell was selected to perform the study. The project Kick-off Meeting and site visits were held the week of July 27, 2020. The draft version of TM-1 Water Supply Reliability was received on August 21, 2020. The project team held Single-Point of Failure meetings on September 14 and 21 to evaluate single-points of failure and criticality of the failure for the clear wells, Reservoirs, and MWRP. The draft version of TM-2 Energy Supply Reliability Assessment was delivered on September 15, 2020. The final version of TM-1 was received on October 5, 2020. The project team is currently working to resolve comments and questions regarding TM-2 and TM-3. The anticipated delivery date for the final version of TM-2 and draft version of TM-3 is the week of October 26, 2020. Final versions of TMs 1 and 2 were delivered on 10/30/20 and 11/5/20, respectively. The draft version of TM-3 was delivered on 11/4/20 and is currently being reviewed by the Mesa Water team. Mesa Water Staff has been working with Brown and Caldwell to resolve comments and finalized TMs 1, 2, and 3. Updated versions of TMs 1, 2, and 3 and a draft version of the Executive Summary were received on 12/4/20 and are being reviewed by staff. The report recommendations were presented to the Board at the December Committee Meeting. Staff is currently working with Brown and Caldwell to address report comments (1/15/21)

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January 2021

Project Title: Excavation Slurry Dewatering Pit Project

File No.: M21-250D

Description: Design, documentation, and permitting for a dewatering process that will be constructed in Mesa Water's Operations Yard to provide dewatering for the hydrovac excavation slurry.

Status: A Scope of Work and Request for Quote for the design, documentation, and permitting for the Excavation Slurry Dewatering Pit Project was prepared and sent to on-call design consultants the week of October 19, 2020. The task order and notice to proceed are being developed by the Mesa Water team for the selected consultant. The kick-off meeting and site visit were held on 11/30/20. The project team held a progress meeting on 12/23/2020 and the draft report is currently in progress. (1/14/21)

Project Title: Vault Rehabilitation and Abandonment

File No.: M20-220B

Description: Design and construction of abandonment of obsolete facilities and rehabilitation of interties with neighboring agencies.

Status: NV-5 was selected as the design consultant. Project kickoff was held on September 30, 2020. Site visits for all of the vaults were conducted in October 2020. A preliminary design report was received in November 2020 and review by staff. This project is divided into two phases. Phase 1 is the fast track abandonment of four vaults on the OC-44 Pipeline prior to the OC Feeder import line being taken out of service by Metropolitan Water District (Met) from September 15, 2021-June 15, 2022. Phase 2 is the abandonment of three unused pressure relief stations and rehabilitation or abandonment of three interties. Fast track design of the Phase 1 vaults is in process. Phase 2 is on hold pending decisions on the need for the interties. (1/14/21)

Water Quality Call Report

December 2020

Date: 12/2/2020
Source: Phone
Address: 3303 Harbor Boulevard, Suite D6
Description: Customer reported sulfur odor in the water.
Outcome: The water from the outside hose bib had no sulfur odor but a strong sulfur odor was detected from the internal sinks and hot water heater unit. Customer was advised to contact a plumber to resolve the internal issue.

Date: 12/3/2020
Source: Phone
Address: Not Provided
Description: Customer left voice message and was interested in getting a water testing kit but doesn't know how to select one. She was not concerned about the water we provide, but is concerned about the old infrastructure and how it may impact her water quality.
Outcome: Multiple attempts were made to reach customer but customer did not answer or return call.

Date: 12/3/2020
Source: Phone
Address: 335 Nassau Road
Description: Customer inquired about getting a home treatment device.
Outcome: Customer was provided the link to the State's website on Residential Water Treatment Devices for information on getting a home treatment device. Customer also requested and was provided a list of local drinking water testing laboratories because he was interested in getting his water tested. He didn't specify what concerns he had regarding the water but he was very pleased with the good customer service staff provided.

Date: 12/7/2020
Source: Phone/Visit
Address: 2231 Pacific Avenue, #B1
Description: Customer reported discolored water coming from the cold tap. When asked to check the outside front hose bib, customer said the water was also discolored too.
Outcome: Routine hydrant maintenance was performed in the area recently and may have disturbed sediments in the mainline. Staff went to the area and flushed the line. Customer was notified that the water had cleared.

Date: 12/16/2020
Source: Phone
Address: 2240 Jeanette Place
Description: Customer was concerned after reading an article in the newspaper about contaminants (PFAS) in some wells along the Santa Ana River.
Outcome: Assured customer that the water served in the Mesa Water District area meets all state and federal drinking water standards. When asked about PFAS, explained to customer that our sources were tested and results were non-detect.

Date: 12/16/2020
Source: Phone
Address: 23145 Boston Way
Description: Customer stated that she does not like the taste of her tap water. She wanted to see the Water Quality Report and wanted to know what filter system to use.
Outcome: Customer was assured that the water meets and exceeds all state and federal drinking water standards. Also explained to customer about the extensive water quality monitoring program and informed customer that the quality of the water is summarized in the Annual Water Quality Report available at MesaWater.org. Customer said she will look at it. She also asked if there are any recommendations for a treatment device. Explained to customer that home treatment devices are optional based on what customer wants and that Mesa Water does not make recommendations.

Water Operations Status Report
July 1, 2020 - December 31, 2020

Operations Department Status Report	Wk Unit	Plan Days	Act Days	Plan Qty	Act Qty	Plan Cost	Actual Cost
01 - HYDRANTS							
WD-0101 - HYDRANT MAINTENANCE	HYDRANTS	89	76	1692	1489	\$35,813	\$35,000
WD-0102 - HYDRANT PAINTING	HYDRANTS	7	0	211	2	\$2,972	\$125
WD-0103 - HYDRANT REPAIR	HYDRANTS	20	27	30	45	\$7,530	\$22,949
Program 01 TOTAL		116	104			\$46,315	\$58,074
02 - VALVES							
WD-0201 - DISTRIBUTION VALVE MAINTENANCE	VALVES	60	67	1203	1313	\$26,799	\$30,572
WD-0202 - NIGHT VALVE MAINTENANCE	VALVES	6	0	82	0	\$3,004	\$0
Program 02 TOTAL		66	67			\$29,803	\$30,572
03 - METERS							
CS-0301 - NEW METER INSTALLATION	METERS	5	6	51	36	\$21,825	\$17,385
CS-0302 - RAISE REPLACE METER BOX	BOXES	4	1	39	8	\$1,750	\$597
CS-0303 - METER LEAK INVESTIGATION/REPAIR	INV/REP	11	8	160	79	\$4,307	\$3,125
CS-0305 - ANGLE STOP/BALL VALVE REPLACE	REPLACE	16	20	41	56	\$9,971	\$8,176
CS-0306 - LARGE METER TEST/REPAIR - C	TESTS	12	0	59	1	\$4,728	\$110
WD-0305 - ANGLE STOP/BALL VALVE REPLACE	REPLACE	13	7	26	16	\$8,308	\$3,849
Program 03 TOTAL		60	43			\$50,889	\$33,242
04 - MAIN LINES							
WD-0401 - MAIN LINE REPAIR	REPAIRS	50	29	10	5	\$30,502	\$20,613
WD-0402 - AIR VAC MAINTENANCE/REPAIR	REPAIRS	13	2	80	1	\$5,248	\$812
Program 04 TOTAL		64	31			\$35,750	\$21,425
05 - SERVICE LINES							
WD-0501 - SERVICE LINE REPAIR	REPAIRS	29	46	11	24	\$14,696	\$32,173
Program 05 TOTAL		29	46			\$14,696	\$32,173
06 - CAPITAL							
CAP AV - CAPITAL AIR VACUUM REPLACE	AIR VACS	10	0	5	0	\$5,733	\$0
CAP BI - CAPITAL BYPASS & METER INSTALL	REPLACE	6	0	1	0	\$3,691	\$0
CAP FH - CAPITAL HYDRANT UPGRADE	HYDRANTS	50	185	8	27	\$48,836	\$176,025
CAP MV - CAPITAL MAINLINE VALVE REPLACE	VALVES	57	86	10	18	\$45,479	\$68,641
CAP SL - CAPITAL SERVICE LINE REPLACE	SERVICES	19	10	5	5	\$12,210	\$5,917
CAP SS - CAPITAL SAMPLE STATION REPLACE	STATIONS	5	8	5	12	\$2,788	\$3,874
CAP LM - CAPITAL LARGE METERS	METERS	4	1	25	2	\$9,911	\$1,540
CAP SM - CAPITAL SMALL METERS	METERS	8	8	125	83	\$12,117	\$10,962
Program 06 TOTAL		159	297			\$140,765	\$266,959
TOTAL						\$318,218	\$442,445

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount	
INVOICE CLOUD, INC.	000002485	12/03/20	IC620170856	SET UP & IMPLEMENTATION	\$5,500.00	
		12/03/20	IC620170208	CHASE FEES	\$1,673.46	
		12/03/20	1496-2019_9	ENCRYPTED READER LICENSE FEE	\$2,587.25	
	1				\$9,760.71	
Total	1				\$9,760.71	
CAPITAL						
BUTIER CONSULTING ENGINEERS	000002475	12/03/20	A006MWD	M20-105 GISLER PARKING PROJECT	\$1,400.00	
		000002602	12/10/20	B004MWD	M18-100 CHANDLER & CRODDY	\$19,430.09
		000002618	12/22/20	A005MWD	M20-105 GISLER PARKING PROJECT	\$5,600.00
	3				\$26,430.09	
DITCH WITCH SOUTHERN CALIFORNIA	000002532	12/10/20	361835	DITCH WITCH PARTS	\$74.51	
		1			\$74.51	
MICHAEL BAKER INTERNATIONAL	000002670	12/22/20	1101871	SANTA ANA AVE INSPECTION	\$2,385.00	
		12/22/20	1103366	M17-002A WELL 1 NOISE MITGATON	\$14,031.00	
		12/22/20	1102829	M20-100 METER TECHNOLOGY PILOT	\$8,520.00	
	1			\$24,936.00		
MURAKAWA COMMUNICATIONS, INC.	000002544	12/10/20	MESA WATER-5	M20-109 PUBLIC OUTREACH	\$6,300.00	
		000002638	12/22/20	MESA WATER-6	M20-109 PUBLIC OUTREACH	\$8,300.00
	2			\$14,600.00		
TETRA TECH, INC	000002493	12/03/20	51654393	M21-220C MAINLINE VALVE SPACNG	\$990.00	
		12/03/20	51655246	M18-100 CHANDLER & CRODDY WELL	\$19,911.54	
	000002584	12/10/20	51667847	M18-100 CHANDLER & CRODDY	\$8,145.00	
		12/10/20	51667852	M18-100 CHANDLER & CRODDY	\$8,460.00	
	2			\$37,506.54		
Total CAPITAL	9				\$103,547.14	

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
CHECK SIGNATURE EXEMPT					
SOUTHERN CALIFORNIA EDISON CO	000002518	12/10/20	2236281499NO V20	ELECTRICITY - NOVEMBER 2020	\$136,191.02
	1				\$136,191.02
Total CHECK SIGNATURE EXEMPT					\$136,191.02
DEPARTMENT EXPENSE					
ACWA JOINT POWERS INSURANCE AUTHORITY	000002423	12/03/20	DEC2020EAP	DECEMBER 2020 EAP	\$156.77
	000002609	12/22/20	JAN2021EAP	JANUARY 2021 EAP	\$142.80
	2				\$299.57
AMERICAN WATER WORKS ASSOCIATION	000002522	12/10/20	7001840031	CY2021 JIM ATKINSON MEMBERSHIP	\$286.00
	000002661	12/22/20	7001850469	CY21 ENGINEERING MEMBERSHIP	\$4,394.00
	2				\$4,680.00
CA DEPT OF JUSTICE	000002429	12/03/20	477947	PRE-EMPLOYMENT FINGERPRINTS	\$32.00
	1				\$32.00
CA DEPT OF PUBLIC HEALTH	000002621	12/22/20	VENDING 2021	VENDING MACHINE PERMIT FEE	\$40.00
	1				\$40.00
CALPERS BENEFIT PAYMENTS	0158385	12/03/20	16243403	PA HEALTH PREMIUM	\$6,406.34
	0158386	12/03/20	16243400	HEALTH PREMIUM	\$53,479.55
	0158390	12/10/20	112020	PPE 11/20	\$36,922.22
	0158391	12/23/20	120420	PPE 12/4	\$36,470.51
	4				\$133,278.62
COLONIAL LIFE & ACCIDENT INS	000002431	12/03/20	8892333- 1116585	INSURANCE - PPE 11/06/20	\$208.75
		12/03/20	8892333- 1130534	INSURANCE - PPE 11/05/20	\$208.75
	000002529	12/10/20	8892333- 1214052	INSURANCE - PPE 12/04/20	\$208.75
	000002619	12/22/20	8892333- 1228565	INSURANCE - PPE 12/18/20	\$208.75
	3				\$835.00
FIRST BANKCARD	0158393	12/14/20	113020	NOVEMBER CC CHGS	\$204.04
	1				\$204.04
GUARDIAN	000002629	12/22/20	00430941DEC20	DEC 20 DENTAL INSURANCE	\$5,369.90

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$5,369.90
ORANGE COUNTY EMPLOYEES ASSN	000002578	12/10/20	OCEA PPE 11/11/20	MEMBERSHIP DUES - PPE 11/11/20	\$275.52
		12/10/20	OCEA PPE 11/25/20	MEMBERSHIP DUES - PPE 11/25/25	\$275.52
		12/10/20	OCEA PPE 12/04/20	MEMBERSHIP DUES - PPE 12/04/20	\$275.52
	1				\$826.56
RED WING BUSINESS ADVANTAGE ACCT	000002646	12/22/20	2020120300998 6	SAFETY SHOES	\$383.53
	1				\$383.53
SCPMA-HR	000002647	12/22/20	04844	CY21 MEMBERSHIP DENISE G	\$50.00
	1				\$50.00
SWMOA	000002553	12/10/20	2021-6204-W- 724	2021 WATER OPS MEMBERSHIP	\$435.00
	1				\$435.00
TASC	000002450	12/03/20	IN1881292	FSA ADMIN FEES - NOVEMBER 2020	\$167.16
	000002651	12/22/20	IN1922690	FSA ADMIN FEES - DECEMBER 2020	\$167.16
	2				\$334.32
ULTIMATE STAFFING SERVICES	000002495	12/03/20	13951411	TEMP LABOR, PA, WE 11/15	\$1,396.45
		12/03/20	13954083	TEMP LABOR, PA, WE 11/22	\$1,604.42
	000002587	12/10/20	13956623	TEMP LABOR, PA, WE 11/29	\$1,374.96
	000002653	12/22/20	13959301	TEMP LABOR, PA, WE 12/06	\$1,374.96
	3				\$5,750.79
VISION SERVICE PLAN - (CA)	000002456	12/03/20	810919467	DEC 20 VISION INSURANCE	\$1,197.10
	000002676	12/22/20	811193753	JAN 20 VISION INSURANCE	\$1,228.92
	2				\$2,426.02
VISTA DEL VERDE LANDSCAPE	000002677	12/22/20	34538	LANDSCAPE MAINTENANCE - DEC20	\$2,532.80
	1				\$2,532.80
Total DEPARTMENT EXPENSE	27				\$157,478.15
EMPLOYEE CHECKS					

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
ALEX HRADECKY	000002504	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00
ALONZO ALATORRE	000002505	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00
ANTHONY OCAMPO	000002496	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
BOB MITCHELL	000002497	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
DUSTIN BURNSIDE	000002506	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
JAMAR OGAN	000002498	12/09/20	120920	CERTIFICATION	\$300.00
	1				\$300.00
JAMES VALENCIA	000002512	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
JASON LANGLOIS	000002499	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00
JENNIFER REYES	000002507	12/09/20	120920	CERTIFICATION	\$300.00
	1				\$300.00
JONATHAN ADAME	000002500	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
JUSTIN FINCH	000002508	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
KARYN IGAR	000002501	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
KAYING LEE	000002509	12/09/20	120920	CERTIFICATION	\$400.00
	1				\$400.00
KEVIN HANSON	000002516	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00
NATHAN BYLSMA	000002517	12/09/20	120920	CERTIFICATION	\$100.00
	1				\$100.00
SHANE KEMP	000002513	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00
STEPHEN HERSHEY	000002510	12/09/20	120920	CERTIFICATION	\$200.00
	1				\$200.00

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
TRACY MANNING	000002502	12/09/20	120920	CERTIFICATION	\$500.00
	1				\$500.00
TREVOR HAGEN	000002452	12/03/20	EXP120220	PAYMENT	\$396.47
	000002503	12/09/20	120920	CERTIFICATION	\$100.00
	2				\$496.47
TYLER JERNIGAN	000002511	12/09/20	120920	CERTIFICATION	\$500.00
	1				\$500.00
Total EMPLOYEE CHECKS	21				\$4,496.47
GENERAL AND ADMINISTRATIVE					
360 BC GROUP INC.	000002525	12/10/20	20621	WEBSITE MAINTENANCE - NOV	\$2,000.00
	000002615	12/22/20	20693	WEBSITE MAINTENANCE - NOV	\$2,000.00
	2				\$4,000.00
ADVANCED CHEMICAL TRANSPORT, INC.	000002660	12/22/20	308659	HAZARDOUS WASTE DISPOSAL	\$240.00
		12/22/20	303332	HAZARDOUS WASTE DISPOSAL	\$240.00
		12/22/20	303331	HAZARDOUS WASTE DISPOSAL	\$240.00
		12/22/20	308653	HAZARDOUS WASTE DISPOSAL	\$240.00
		12/22/20	303116	Receivings Transaction Entry	\$240.00
		12/22/20	303335	HAZARDOUS WASTE DISPOSAL	\$240.00
	1				\$1,440.00
ALL AMERICAN ASPHALT	000002605	12/22/20	CHEQ00099007691	20078100 Cheque Deposits 20078	\$967.72
	1				\$967.72
ARIZONA PIPELINE	000002472	12/03/20	CHEQ00099007672	20069800 Overpayment	\$251.76
	1				\$251.76
AT&T MOBILITY	000002567	12/10/20	87295684390X11162020	WIRELESS COMM 11/09-12/08	\$1,529.80
	1				\$1,529.80
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	000002613	12/22/20	608233	LEGAL SERVICES - NOVEMBER 2020	\$7,953.03
	1				\$7,953.03
BAKER EQUIPMENT RENTAL	000002523	12/10/20	67056	EQUIPMENT RENTAL	\$60.34

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$60.34
BETTE DUMAIN	000002464	12/03/20	CHEQ00099007 663	03008800 Cheque Deposits 03008	\$74.62
	1				\$74.62
BLUECOSMO SATELLITE COMMUNICATIONS	000002526	12/10/20	BU01275438	SATELLITE PHONE SERVICE	\$100.14
	1				\$100.14
BRIAN M GUSTIN	000002467	12/03/20	CHEQ00099007 682	01311500 Overpayment	\$61.39
	1				\$61.39
BRIAN MCFADDEN	000002659	12/22/20	CHEQ00099007 696	06019201 Overpayment	\$734.05
	1				\$734.05
BSI EHS SERVICES AND SOLUTIONS	000002428	12/03/20	61215	EHS SUPPORT SERVICES	\$8,000.00
	000002617	12/22/20	61495	EHS SUPPORT SERVICES	\$19,300.00
	2				\$27,300.00
CALIFORNIA ADVOCATES INC.	000002527	12/10/20	122060	PROFESSIONAL SERVICES	\$7,000.00
	1				\$7,000.00
CANON FINANCIAL SERVICES, INC.	000002430	12/03/20	22101037	PRINTER EQUIPMENT LEASE	\$3,473.30
	1				\$3,473.30
CAROL M GOLD	000002465	12/03/20	CHEQ00099007 683	03607500 Overpayment	\$99.82
	1				\$99.82
CCS ORANGE COUNTY JANITORIAL INC.	000002568	12/10/20	492904	JANITORIAL SERVICES	\$3,798.08
		12/10/20	492905	M20-099 DAY PORTER SERVICE	\$3,031.00
	1				\$6,829.08
CHARLES TRUONG	000002417	12/03/20	CHEQ00099007 665	30000508 Cheque Deposits 30000	\$22.39
	1				\$22.39
CHERYL MADDEN	000002422	12/03/20	CHEQ00099007 676	01003700 Overpayment	\$15.35
	1				\$15.35
CHRISTOPHER A WALKER	000002416	12/03/20	CHEQ00099007 664	00703000 Cheque Deposits 00703	\$130.10
	1				\$130.10

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
CHRISTOPHER ALEAGA	000002410	12/03/20	CHEQ00099007 686	06350217 Cheque Deposits 06350	\$80.30
	1				\$80.30
COTTONE MARKETING SVCS., INC./THE EMBROIDERY STORE	000002476	12/03/20	49036492	MWD EMBROIDERED SERVICE	\$212.10
		12/03/20	49036889	MWD EMBROIDERED SERVICE	\$3.77
	1				\$215.87
CREATIVE MAD SYSTEMS, INC. DBA MAD SYSTEMS	000002603	12/22/20	4087	M21-250A2 EXHIBITRY DESIGN	\$85,987.50
	1				\$85,987.50
DENNIS D ROCK CONSTRUCTION (1ST ALERT)	000002530	12/10/20	20168	DIESEL PUMP REPAIR	\$532.67
	1				\$532.67
EAN SERVICES LLC	000002434	12/03/20	25833936	M20-099 TRUCK RENTAL	\$1,969.50
	1				\$1,969.50
EDITH F PEIXOTO	000002606	12/22/20	CHEQ00099007 694	08105700 Cheque Deposits 08105	\$22.58
	1				\$22.58
ELAN ONE	0158394	12/01/20	113020	NOVEMBER CC CHGS	\$7,475.08
		12/31/20	123020	DEC CC CHARGES	\$12,935.07
	2				\$20,410.15
EMPOWER	0158383	12/10/20	1204201	PPE 12/4	\$14,123.86
		12/10/20	120420	PPE 12/4	\$1,028.96
		12/23/20	121820	PPE 12/18	\$1,028.96
		12/23/20	1218201	PPE 12/18	\$14,123.86
	4				\$30,305.64
ENTERPRISE FM TRUST	000002533	12/10/20	FBN4103275	AUTO LEASES - DECEMBER 2020	\$1,025.68
	1				\$1,025.68
EPIC BUSINESS ESSENTIALS, LLC	000002477	12/03/20	SI00411004	OFFICE SUPPLIES	\$173.63
		12/03/20	SI00410781	OFFICE SUPPLIES	\$547.38
		12/03/20	S100410898	OFFICE SUPPLIES	\$22.94
	1				\$743.95
ESTANCIA BOOSTERS	000002623	12/22/20	121520	SPONSORSHIP- BANNER	\$500.00
	1				\$500.00

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
FASTENAL COMPANY	000002662	12/22/20	CAGV11961	M20-099 EMERGENCY SUPPLIES	\$1,185.25
	1				\$1,185.25
FM THOMAS AIR CONDITIONING INC	000002663	12/22/20	41922	REPAIR HEATER- GARAGE	\$920.00
		12/22/20	41881	VFD QUARTERLY MAINTENANCE	\$870.00
		12/22/20	41862	REPAIRS - VFD	\$1,502.25
		12/22/20	41877	REPAIRS - VFD	\$545.17
	1				\$3,837.42
FOLEY & MANSFIELD, P.L.L.P.	000002664	12/22/20	2610981	LEGAL FEES - OCTOBER 2020	\$682.50
		12/22/20	2610980	LEGAL FEES - OCTOBER 2020	\$6,120.00
	1				\$6,802.50
FRAN TRACY	000002466	12/03/20	CHEQ00099007 681	09707643 Overpayment	\$35.00
					1
FRONTIER COMMUNICATIONS	000002535	12/10/20	17945NOV20	DDS LINE 11/13- 12/12	\$108.54
					1
FULL CIRCLE RECYCLING	000002536	12/10/20	25772	RECYCLING SERVICES	\$133.50
					1
GEIGER	000002626	12/22/20	4308229	MWD PROMO ITEMS	\$4,089.76
					1
GMC ENGINEERING INC.	000002665	12/22/20	3	M20-105 GISLER PARKING PROJECT	\$2,517.50
					1
GRAFIX SYSTEMS	000002628	12/22/20	28567	FLEET - LOGO DECALS	\$249.07
					1
GREG STENZEL	000002463	12/03/20	CHEQ00099007 661	06708000 Overpayment	\$49.58
					1
GWINCO CONSTRUCTION & ENG, INC.	000002412	12/03/20	CHEQ00099007 673	20078200 Overpayment	\$45.44
					1
HATHAWAY DINWIDDIE CONSTRUCTION	000002421	12/03/20	CHEQ00099007 666	20072100 Overpayment	\$100.16
					1

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$100.16
INFOSEND INC	000002484	12/03/20	181382	CUSTOMER BILLING SERVICE	\$806.92
		12/03/20	181192	CUSTOMER BILLING SERVICE	\$1,384.37
		12/03/20	177031	CUSTOMER BILLING SERVICE	\$1,984.24
	000002571	12/10/20	177158	ONLINE BILL PAY POSTCARDS	\$6,450.40
		12/10/20	181799	CUSTOMER BILLING SERVICE	\$1,247.38
		12/10/20	178250	CUSTOMER BILLING SERVICE	\$1,108.86
		12/10/20	181611	CUSTOMER BILLING SERVICE	\$1,724.80
	000002632	12/22/20	182645	CUSTOMER BILLING SERVICE	\$1,190.84
		12/22/20	182832	CUSTOMER BILLING SERVICE	\$1,510.43
		3			
INSIGHT SOFTWARE/GLOBAL SOFTWARE	000002633	12/22/20	10-76071	SPREADSHEET SERVER	\$2,533.61
	1				\$2,533.61
ISABEL G JAMES	000002411	12/03/20	CHEQ00099007 669	03502600 Overpayment	\$40.04
	1				\$40.04
JIE CHANG	000002604	12/22/20	CHEQ00099007 692	30000824 Overpayment	\$320.28
	1				\$320.28
JOHN LUKIN	000002418	12/03/20	CHEQ00099007 685	07610500 Overpayment	\$1,700.10
	1				\$1,700.10
JOHN ROBINSON CONSULTING, INC.	000002667	12/22/20	MW202001-05	M20-100 METER TECH IMPLEMENT	\$1,800.00
		12/22/20	MW201901-20	CONSULTING SERVICES	\$9,600.00
	1				\$11,400.00
JOHN SUSMAN	000002420	12/03/20	CHEQ00099007 679	05350190 Overpayment	\$44.61
	1				\$44.61
JORDAN BOWERS	000002658	12/22/20	CHEQ00099007 693	05150025 Cheque Deposits 05150	\$33.05

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$33.05
KIMBERLY YEHLING	000002408	12/03/20	CHEQ00099007 684	02510800 Cheque Deposits 02510	\$66.23
	1				\$66.23
KLEEN KRAFT SERVICES	000002572	12/10/20	1053404	UNIFORMS, MATS, TOWELS	\$220.13
		12/10/20	1054075	UNIFORMS, MATS, TOWELS	\$220.13
	000002668	12/22/20	S1054538	UNIFORMS, MATS, TOWELS	\$53.86
		12/22/20	S1051252	UNIFORMS, MATS, TOWELS	\$155.10
		12/22/20	1054743	UNIFORMS, MATS, TOWELS	\$220.13
		12/22/20	1055403	UNIFORMS, MATS, TOWELS	\$220.13
	2				\$1,089.48
LA CONSULTING INC	000002636	12/22/20	0015074	CMMS SUPPORT SERVICES	\$508.00
	1				\$508.00
MATT WILKEN	000002469	12/03/20	CHEQ00099007 670	04505200 Overpayment	\$105.09
	1				\$105.09
MESA SMOG	000002574	12/10/20	1254265- 120220	SMOG CHECK #28	\$42.75
		12/10/20	1360752- 112420	SMOG CHECK POOL CAR	\$42.75
		12/10/20	1120660- 113020	SMOG CHECK #28	\$42.75
	1				\$128.25
MICHELLE PARKIN	000002419	12/03/20	CHEQ00099007 675	00610634 Overpayment	\$87.83
	1				\$87.83
NOACK AWARDS & ENGRAVING INC	000002577	12/10/20	26432	LASER GRAVING AWARDS	\$120.68
		12/10/20	26447	LASER GRAVING AWARDS	\$837.22
	1				\$957.90
NOVATIME TECHNOLOGY INC	000002639	12/22/20	SI-087533	MONTHLY FEE - TIME CARDS	\$197.00
	1				\$197.00
OCEAN BLUE	000002640	12/22/20	34433	ACID SPILL DISPOSAL	\$4,106.88

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$4,106.88
O'NEIL STORAGE #0481	000002441	12/03/20	2010055	FILE STORAGE - OCTOBER 2020	\$141.68
	000002642	12/22/20	2011055	FILE STORAGE - NOVEMBER 2020	\$141.68
	2				\$283.36
ORANGE COUNTY BUSINESS COUNCIL	000002576	12/10/20	0010245-IN	Req: 2664	\$5,000.00
	1				\$5,000.00
ORANGE COUNTY FIRE AUTHORITY	000002486	12/03/20	FMP-112520	CHANDLER WELL FIRE MASTER PLAN	\$893.00
	000002487	12/03/20	OC-112520	CHANDLER WELL OCCU. & CHEM	\$2,084.00
	000002488	12/03/20	AGST-112520	CHANDLER WELL ABOVE GROUND	\$884.00
	3				\$3,861.00
ORANGE COUNTY HEALTH CARE AGENCY	000002442	12/03/20	CC21-03	CROSS CONN INSPECTIONS 7-9/20	\$191.00
	1				\$191.00
ORANGE COUNTY TANK TESTING	000002545	12/10/20	21641	VAPOR TEST TANK REPAIRS	\$917.39
	1				\$917.39
ORANGE COUNTY TREASURER - TAX COLLECTOR	000002440	12/03/20	SC12528	FY20/21 OCSD COMMUNICATIONS	\$231.00
	1				\$231.00
OSTS INC	000002546	12/10/20	53796	FORKLIFT,TRENCH SHORING TRAINING	\$632.50
	000002644	12/22/20	53862	TRAFFIC CONTROL TRAINING	\$1,395.00
	2				\$2,027.50
PAM DOBSON	000002414	12/03/20	CHEQ00099007 678	03512201 Overpayment	\$1.85
	1				\$1.85
PATRICIA TATE	000002470	12/03/20	CHEQ00099007 677	01901801 Overpayment	\$20.14
	1				\$20.14
PHILIP RAFLE	000002471	12/03/20	CHEQ00099007 671	10410200 Overpayment	\$57.12
	1				\$57.12
POWERTEC COMPANY, INC.	000002413	12/03/20	CHEQ00099007 660	20078200 Cheque Deposits 20078	\$1,245.28
	1				\$1,245.28

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
PRIME ACTUARIAL CONSULTING	000002672	12/22/20	28059	CONSULTING - CAPTIVE FEASBLTY	\$20,000.00
	1				\$20,000.00
RAFTELIS FINANCIAL CONSULTANTS	000002645	12/22/20	17599	CONSULTING-WATER COST ANALYSIS	\$2,476.25
	1				\$2,476.25
RAYNE WATER SYSTEMS	000002548	12/10/20	30486DEC20	SOFT WATER SERVICE DEC 20	\$41.42
	1				\$41.42
RICHARD PHILLIPS	000002473	12/03/20	CHEQ00099007 668	00316100 Cheque Deposits 00316	\$72.91
	1				\$72.91
RYAN SHOOK	000002607	12/22/20	CHEQ00099007 689	06113905 Cheque Deposits 06113	\$47.16
	1				\$47.16
RYAN TOUCHI	000002608	12/22/20	CHEQ00099007 695	06715417 Cheque Deposits 06715	\$142.15
	1				\$142.15
SARA JAMES	000002620	12/22/20	CHEQ00099007 690	05404101 Overpayment	\$100.00
	1				\$100.00
SECTRAN SECURITY INC	000002448	12/03/20	20110935	WEEKLY BANK DEPOSITS	\$135.97
	1				\$135.97
SHARON M. BROWNING DBA SHARON BROWNING AND ASSOCIATES	000002649	12/22/20	02	BOARD FACILITATOR SERVICES	\$14,400.00
	1				\$14,400.00
SIMONE & SON	000002552	12/10/20	9000006739	MESA WATER TIE PIN, ADD STONES	\$129.30
	1				\$129.30
STAFFING SOLUTIONS	000002582	12/10/20	32435	TEMP LABOR, CUS SVC, WE 11/29	\$1,155.36
		12/10/20	32336	TEMP LABOR, CUS SVC, WE 11/29	\$1,540.48
		12/10/20	32389	TEMP LABOR, CUS SVC, WE 11/29	\$1,925.60
	000002650	12/22/20	32491	TEMP LABOR, CUS SVC, WE 12/06	\$1,925.60
	2				\$6,547.04
STEFANI PATERYN	000002409	12/03/20	CHEQ00099007 674	30001924 Overpayment	\$115.33

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
PRIME ACTUARIAL CONSULTING	000002672	12/22/20	28059	CONSULTING - CAPTIVE FEASBLTY	\$20,000.00
	1				\$20,000.00
RAFTELIS FINANCIAL CONSULTANTS	000002645	12/22/20	17599	CONSULTING-WATER COST ANALYSIS	\$2,476.25
	1				\$2,476.25
RAYNE WATER SYSTEMS	000002548	12/10/20	30486DEC20	SOFT WATER SERVICE DEC 20	\$41.42
	1				\$41.42
RICHARD PHILLIPS	000002473	12/03/20	CHEQ00099007668	00316100 Cheque Deposits 00316	\$72.91
	1				\$72.91
RYAN SHOOK	000002607	12/22/20	CHEQ00099007689	06113905 Cheque Deposits 06113	\$47.16
	1				\$47.16
RYAN TOUCHI	000002608	12/22/20	CHEQ00099007695	06715417 Cheque Deposits 06715	\$142.15
	1				\$142.15
SARA JAMES	000002620	12/22/20	CHEQ00099007690	05404101 Overpayment	\$100.00
	1				\$100.00
SECTRAN SECURITY INC	000002448	12/03/20	20110935	WEEKLY BANK DEPOSITS	\$135.97
	1				\$135.97
SHARON M. BROWNING DBA SHARON BROWNING AND ASSOCIATES	000002649	12/22/20	02	BOARD FACILITATOR SERVICES	\$14,400.00
	1				\$14,400.00
SIMONE & SON	000002552	12/10/20	9000006739	MESA WATER TIE PIN, ADD STONES	\$129.30
	1				\$129.30
STAFFING SOLUTIONS	000002582	12/10/20	32435	TEMP LABOR, CUS SVC, WE 11/29	\$1,155.36
		12/10/20	32336	TEMP LABOR, CUS SVC, WE 11/29	\$1,540.48
		12/10/20	32389	TEMP LABOR, CUS SVC, WE 11/29	\$1,925.60
	000002650	12/22/20	32491	TEMP LABOR, CUS SVC, WE 12/06	\$1,925.60
	2				\$6,547.04
STEFANI PATERYN	000002409	12/03/20	CHEQ00099007674	30001924 Overpayment	\$115.33

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THEODORE ROBINS FORD	000002555	12/10/20	C44934	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C44930	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C44926	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C44914	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C44912	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C44921	AUTO REPAIRS & MAINTENANCE	\$75.00
		12/10/20	C45303	AUTO REPAIRS & MAINTENANCE	\$1,532.23
		12/10/20	C44935	AUTO REPAIRS & MAINTENANCE	\$75.00
	000002674	12/22/20	C45111	AUTO REPAIRS & MAINTENANCE	\$72.54
		12/22/20	C46119	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46117	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46128	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46134	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46135	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46136	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46126	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46125	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46147	AUTO REPAIRS & MAINTENANCE	\$75.17
		12/22/20	C46148	AUTO REPAIRS & MAINTENANCE	\$91.67
		12/22/20	C46139	AUTO REPAIRS & MAINTENANCE	\$75.17
12/22/20	C46161	AUTO REPAIRS & MAINTENANCE	\$94.00		
12/22/20	C46160	AUTO REPAIRS & MAINTENANCE	\$94.00		
12/22/20	C46157	AUTO REPAIRS & MAINTENANCE	\$75.17		
12/22/20	C46156	AUTO REPAIRS & MAINTENANCE	\$75.17		

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Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	3				\$4,553.96
THYSSENKRUPP ELEVATOR	000002675	12/22/20	3005638853	ELEVATOR MAINTENANCE 12/1-2/28	\$2,464.70
	1				\$2,464.70
TIME WARNER CABLE	000002451	12/03/20	1774795110620	INTERNET- DISTRICT	\$44.96
	000002585	12/10/20	1048224111920	INTERNET - DISTRICT	\$2,114.00
		12/10/20	1524356111520	INTERNET - MWRF	\$204.98
		12/10/20	0679649111820	INTERNET - MWRF	\$324.98
	000002652	12/22/20	1774795120620	INTERNET - DISTRICT	\$71.98
		12/22/20	0012934120320	INTERNET - DISTRICT	\$349.37
	3				\$3,110.27
TRUC MAI	000002521	12/10/20	CHEQ00099007688	30001556 Cheque Deposits 30001	\$7.93
	1				\$7.93
ULINE	000002454	12/03/20	126243484	GENERAL SUPPLIES	\$196.01
	1				\$196.01
UNIVERSAL WASTE SYSTEMS, INC	000002557	12/10/20	0000841124	WASTE REMOVAL - DECEMBER	\$95.70
	1				\$95.70
UNUM	000002455	12/03/20	04205600016DEC20	LIFE INSURANCE - DEC 2020	\$4,139.13
	000002655	12/22/20	04205600016JAN21	LIFE INSURANCE - JAN 2021	\$4,249.71
	2				\$8,388.84
VERIZON WIRELESS	000002560	12/10/20	9867189687	MOBILE INTERNET 10/17-11/16	\$2,854.19
	1				\$2,854.19
VORTEX INDUSTRIES, INC	000002457	12/03/20	09-1473010	SERVICE INTERIOR DOORS	\$395.00
		12/03/20	09-1470934	REPAIR FRONT GATE	\$1,698.38
	000002562	12/10/20	09-1472336	REPAIR GATE	\$644.40
	000002656	12/22/20	09-1473220	METAL DOOR REPAIR	\$3,534.95
		12/22/20	09-1473704	METAL DOOR REPAIR	\$640.48
	3				\$6,913.21
WASTE MANAGEMENT OF OC	000002563	12/10/20	0388584-2515-0	TR CONTAINER RENTAL DEC20	\$1,136.40
	1				\$1,136.40

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12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
WATER SYSTEMS CONSULTING, INC.	000002519	12/10/20	5132	M21-220A WILSON PIPELINE PROJ	\$55,895.62
	1				\$55,895.62
WB-NNC CASA DE ORO	000002468	12/03/20	CHEQ00099007 680	06350218 Overpayment	\$18.90
	1				\$18.90
WE SAVE BEES	000002564	12/10/20	8021	BEE REMOVAL SERVICES	\$125.00
	1				\$125.00
WESTERN EXTERMINATOR COMPANY	000002657	12/22/20	6889383	PEST CONTROL - DISTRICT	\$92.50
		12/22/20	6784588	PEST CONTROL - MWRF	\$92.50
	1				\$185.00
WHITE NELSON DIEHL EVANS LLP	000002461	12/03/20	208886	F20 INTERIM AUDIT SERVICES	\$5,300.00
	1				\$5,300.00
WIRED DISTRIBUTING, LLC	000002520	12/10/20	CHEQ00099007 687	04304902 Cheque Deposits 04304	\$167.41
	1				\$167.41
YORKE ENGINEERING, LLC	000002566	12/10/20	23870	AQ & ES ENVIROMENTAL SERVICES	\$2,163.00
	1				\$2,163.00
Total GENERAL AND ADMINISTRATIVE	122				\$678,611.39
RETIREE CHECKS					
ALAN COOK	000002425	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$98.83
	1				\$98.83
ART HERNANDEZ	000002426	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$183.08
	1				\$183.08
COLEEN L MONTELEONE	000002432	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$245.00
	1				\$245.00
DIANA LEACH	000002433	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$271.06
	1				\$271.06
JOHN CERNEK	000002438	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$66.28

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	1				\$66.28
LORI MULLER	000002439	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$98.56
	1				\$98.56
PATTI REYNOLDS	000002443	12/03/20	120120	DEC 2020 INSURANCE SUBSIDY	\$1.06
	1				\$1.06
Total RETIREE CHECKS	7				\$963.87
VARIOUS					
AMAZON BUSINESS	000002474	12/03/20	1M3H-PQ1T- WNFY	OFFICE SUPPLIES	\$158.97
		12/03/20	1TFX-J1WN- YQHT	OFFICE SUPPLIES	\$10.76
		12/03/20	1DJX-QJVV- TCJN	OFFICE SUPPLIES	\$51.72
		12/03/20	1PJT-1V7X- YGRP	OFFICE SUPPLIES	\$31.21
	000002592	12/10/20	1FH4-WVPR- MF76	OFFICE SUPPLIES	\$53.33
		12/10/20	1Y1Q-7JWL- V3TV	OFFICE SUPPLIES	\$14.86
		12/10/20	1HJC-7LGJ- 4KF1	OFFICE SUPPLIES	\$58.91
		12/10/20	11NN-P11L- XR96	OFFICE SUPPLIES	\$97.85
		12/10/20	1VW4-MXJQ- V9WV	OFFICE SUPPLIES	\$27.91
		12/10/20	13QH-N69H- 1XYY	OFFICE SUPPLIES	\$128.66
	000002611	12/22/20	1KWX-9N3J- YMXT.1	OFFICE SUPPLIES	\$333.57
	3				\$967.75
AT&T	000002427	12/03/20	4054001NOV20	030 203 4054 001 NOV 2020	\$95.30
	000002589	12/10/20	000015696410	ACCT# 9391055284 NOVEMBER 2020	\$2,587.38
		12/10/20	000015697268	ACCT# 9391061444 NOVEMBER 2020	\$55.29
	000002593	12/10/20	8274NOV20	949-722-8274 NOVEMBER 2020	\$185.48
	000002594	12/10/20	9337DEC20	714-435-9337 DECEMBER 2020	\$2,501.12
	000002595	12/10/20	8315DEC20	714-241-8315 DECEMBER 2020	\$935.50

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
AT&T	000002596	12/10/20	0779DEC20	339-263-0779 DECMEBER 2020	\$1,609.31
	000002597	12/10/20	9024DEC20	339-264-9024 DECEMBER 2020	\$354.67
	000002598	12/10/20	8883DEC20	949-631-8883 DECEMBER 2020	\$369.87
	000002599	12/10/20	3066DEC20	960-350-3066 DECEMBER 2020	\$4,884.88
	000002600	12/10/20	3044DEC20	949-574-3044 DECEMBER 2020	\$2,898.13
	000002601	12/10/20	0926DEC20	949-650-0926 DECEMBER 2020	\$1,634.44
	000002612	12/22/20	4054001DEC20	030 203 4054 001 DEC 2020	\$89.72
	12				\$18,201.09
BEHRENS AND ASSOCIATES, INC.	000002616	12/22/20	1108601	SOUND PANEL RENTAL	\$2,320.64
		1			\$2,320.64
CAROLLO ENGINEERS	000002528	12/10/20	0192875	E400-0012 GIS HYDRAULIC MODL	\$6,975.00
		1			\$6,975.00
DION & SONS, INC	000002569	12/10/20	762463	DIESEL FUEL	\$1,589.08
		12/10/20	762464	GASOLINE	\$6,548.72
		1			\$8,137.80
FEDERAL EXPRESS CORPORATION	000002480	12/03/20	7-179-59867	SHIPPING SERVICES	\$21.44
		12/03/20	7-172-75219	SHIPPING SERVICES	\$77.34
	000002570	12/10/20	7-186-92524	SHIPPING SERVICES	\$81.97
		12/10/20	7-193-90625	SHIPPING SERVICES	\$51.35
	000002625	12/22/20	7-201-79687	SHIPPING SERVICES	\$61.36
		3			\$293.46
GRAINGER	000002437	12/03/20	9711632183	SAFETY TOOLS & EQUIPMENT	\$1,712.96
	000002537	12/10/20	9715456225	SAFETY TOOLS & EQUIPMENT	\$139.72
	000002627	12/22/20	9733572235	SAFETY TOOLS & EQUIPMENT	\$332.73
		3			\$2,185.41
HACH COMPANY	000002481	12/03/20	12196387	WATER QUALITY SUPPLIES	\$738.03
	000002666	12/22/20	12206688	WATER QUALITY SUPPLIES	\$1,416.49

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
	2				\$2,154.52
HASHTAG PINPOINT	000002538	12/10/20	1352	STRATEGIC COMMUNICATIONS	\$4,000.00
	1				\$4,000.00
HRCHITECT	000002541	12/10/20	2020-0689	M18-110 HRIS SYSTEM CONSULTANT	\$2,712.50
	000002631	12/22/20	2020-0761	M18-110 HRIS SYSTEM CONSULTANT	\$2,450.00
	2				\$5,162.50
LEED ELECTRIC	000002678	12/22/20	201101	ON CALL ELECTRICAL REPAIR	\$1,512.00
	1				\$1,512.00
LEWIS CONSULTING GROUP	000002543	12/10/20	2020-142	GOV'T RELATIONS SERVICES	\$5,000.00
	1				\$5,000.00
MEYERS NAVE	000002637	12/22/20	2020100641	E200-0001 MATTER 1893.003	\$967.79
	1				\$967.79
PAULUS ENGINEERING INC	000002490	12/03/20	19989	M21-003 ON CALL REPAIR SERVICE	\$37,272.81
	1				\$37,272.81
PRIME SYSTEMS INDUSTRIAL AUTOMATION	000002445	12/03/20	825-19	SCADA SYSTEM SUPPORT	\$2,864.00
	000002547	12/10/20	825-20	M21-002B PLC REPLACEMENT PROJ	\$23,300.00
	2				\$26,164.00
RUTAN & TUCKER, LLP	000002549	12/10/20	883100	SPECIAL LEGAL COUNSEL	\$90.00
	1				\$90.00
SHERWIN WILLIAMS COMPANY	000002449	12/03/20	4330-2	PAINTING SUPPLIES	\$190.48
	1				\$190.48
SOUTHERN CALIFORNIA GAS CO	000002491	12/03/20	05200799004N OV20	NATURAL GAS RES 2, NOV 2020	\$2,290.19
		12/03/20	08940813002N OV20	NATURAL GAS, RES 1 NOV 2020	\$656.05
		12/03/20	08520813000N OV20	NATURAL GAS DISTRICT NOV 20	\$43.59
	000002551	12/10/20	05060829008N OV20	NATURAL GAS, WELL 5, NOV 2020	\$9,151.53
	2				\$12,141.36

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
THE HOME DEPOT COMMERCIAL ACCT	000002539	12/10/20	1915NOV20	TOOLS & EQUIPMENT	\$1,633.14
	1				\$1,633.14
TYCO/ JOHNSON CONTROLS	000002453	12/03/20	34995380	SERVICE CALL - BUILDING	\$139.97
	1				\$139.97
USA BLUEBOOK	000002558	12/10/20	422936	WATER OPS SUPPLIES	\$476.93
	1				\$476.93
VALLEY POWER	000002559	12/10/20	B43022	WELL #5 ENGINE REPAIR	\$13,413.17
	1				\$13,413.17
VONAGE HOLDINGS CORPORATION	000002561	12/10/20	2032879	TELEPHONE SERVICES	\$10,533.78
	1				\$10,533.78
WECK ANALYTICAL ENVIRONMENTAL SERVICES INC.	000002459	12/03/20	70647	WATER QUALITY ANALYSIS	\$4,556.50
	1				\$4,556.50
WHITTINGHAM PUBLIC AFFAIRS ADVISORS	000002565	12/10/20	000915	SCAQMD CONSULTING	\$1,581.25
	1				\$1,581.25
Total VARIOUS	46				\$166,071.35
WATER SUPPLY					
AIRGAS USA LLC	000002424	12/03/20	9106531830	PARTS/SUPPLIES	\$626.79
	000002610	12/22/20	9975890206	CYLINDER RENTAL	\$193.00
	2				\$819.79
HARRINGTON INDUSTRIAL PLASTICS	000002482	12/03/20	00204091	TOOLS	\$1,095.50
	1				\$1,095.50
HILL BROTHERS CHEMICAL CO.	000002483	12/03/20	07081132	AMMONIA	\$4,456.83
	000002590	12/10/20	07081469	AMMONIA	\$6,149.50
		12/10/20	07081468	AMMONIA	\$6,203.31
		12/10/20	07080307	AMMONIA	\$1,918.65
	000002630	12/22/20	07080308	AMMONIA	\$2,412.00
	3				\$21,140.29
JCI JONES CHEMICAL CO.	000002542	12/10/20	830994	CAUSTIC SODA	\$2,726.69
	000002635	12/22/20	838997	CAUSTIC SODA	\$1,911.96
	2				\$4,638.65
LINDE INC.	000002489	12/03/20	99812436	CARBON DIOXIDE	\$3,621.41

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
LINDE INC.	000002489	12/03/20	99508875	CARBON DIOXIDE	\$3,382.88
		12/03/20	99996139	CARBON DIOXIDE	\$3,517.51
		12/03/20	99868275	CARBON DIOXIDE TANK RENTAL	\$2,164.70
		12/03/20	99729317	CARBON DIOXIDE	\$3,688.84
	000002580	12/10/20	60477777	CARBON DIOXIDE TANK RENTAL	\$2,489.03
		12/10/20	60115684	CARBON DIOXIDE	\$3,438.16
	000002671	12/22/20	60477477	CARBON DIOXIDE	\$3,555.69
12/22/20		60030767	CARBON DIOXIDE	\$3,053.91	
3					\$28,912.13
MUNICIPAL WATER DISTRICT OF OC	0158608	12/23/20	16644	5YR URBAN UPDATE	\$30,030.00
	1				
OCWD	0158384	12/12/20	22216	GAP WATER OCT	\$87,857.40
	0158392	12/23/20	22288	NOVEMBER GAP WATER	\$46,345.05
	2				
PACIFIC STAR CHEMICAL DBA NORTHSTAR CHEMICAL	000002575	12/10/20	183099	SOD HYPO	\$2,067.51
		12/10/20	182694	SOD HYPO	\$2,020.73
		12/10/20	183098	SOD HYPO	\$1,523.43
		12/10/20	182693	SOD HYPO	\$1,224.19
		12/10/20	183097	SOD HYPO	\$1,649.66
1					\$8,485.52
SEPARATION PROCESSES, INC	000002648	12/22/20	9981	SUPPORT SERVICES	\$7,523.98
	1				
TESTOIL	000002554	12/10/20	281809	OIL TESTING	\$528.00
1					\$528.00
UNITED WATERWORKS INC.	000002654	12/22/20	S100093103.001	WATER OPS SUPPLIES	\$2,893.90
	1				
Total WATER SUPPLY					\$240,270.21
WATER SYSTEM					
ALS TRUESDAIL LABORATORIES INC	000002586	12/10/20	522004631	WATER QUALITY TESTING	\$22.00
		12/10/20	522004630	WATER QUALITY TESTING	\$62.00
1					\$84.00

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
BADGER METER INC.	000002591	12/10/20	1397370	METERS	\$2,879.71
	000002614	12/22/20	1403667	METERS	\$8,340.68
	2				\$11,220.39
BATTERY MART INC	000002524	12/10/20	37623	BATTERIES	\$108.70
	1				\$108.70
DIG SAFE BOARD	000002531	12/10/20	DSB20196656	DIG SAFE BOARD FEES	\$328.04
	1				\$328.04
EISEL ENTERPRISES, INC.	000002622	12/22/20	119005	VALVE BOXES AND COVERS	\$7,637.32
	1				\$7,637.32
EWLES MATERIALS INC	000002478	12/03/20	403775	BOBTAIL DUMP FEES	\$600.00
	000002534	12/10/20	404778	BOBTAIL DUMP FEES	\$600.00
	000002624	12/22/20	404866	BOBTAIL DUMP FEES	\$400.00
	3				\$1,600.00
EXPRESS PIPE & SUPPLY CO. INC	000002479	12/03/20	S109606492.001	PIPE SUPPLIES	\$89.42
		12/03/20	S109612345.001	PIPE SUPPLIES	\$96.55
	1				\$185.97
FERGUSON WATERWORKS	000002435	12/03/20	0737782	WATER OPS SUPPLIES	\$441.91
	1				\$441.91
GOLDEN BELL PRODUCTS	000002436	12/03/20	17329	4 5 GALLON PAILS OF RELEASE	\$297.39
	1				\$297.39
HOPKINS TECHNICAL PRODUCTS	000002540	12/10/20	3620301283	WATER OPS SUPPLIES	\$1,429.31
	1				\$1,429.31
IRVINE PIPE & SUPPLY	000002634	12/22/20	1007467	PIPE FITTINGS AND SUPPLIES	\$69.47
	1				\$69.47
LARRY'S BUILDING MATERIALS	000002573	12/10/20	CM-127966	PAVING MATERIALS	\$95.36
		12/10/20	CM-128031	PAVING MATERIALS	\$31.79
		12/10/20	CM-128257	PAVING MATERIALS	\$86.74
		12/10/20	CM-128173	M21-001FH PAVING MATERIALS	\$98.32
		12/10/20	CM-128063	M21-001FH PAVING MATERIALS	\$141.69
	000002669	12/22/20	CM-126610	PAVING MATERIALS	\$42.88

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount	
LARRY'S BUILDING MATERIALS	000002669	12/22/20	CM-126616	PAVING MATERIALS	\$31.79	
		12/22/20	CM-128309	M21-001FH PAVING MATERIALS	\$151.55	
		12/22/20	CM-128270	PAVING MATERIALS	\$31.79	
	2				\$711.91	
OMAR & SON'S TRUCKING	000002641	12/22/20	5459	DIRT HAULING	\$1,616.00	
			1			\$1,616.00
ORANGE COUNTY PUMP	000002643	12/22/20	153377	CO2 PUMP REPAIR	\$4,223.56	
			1			\$4,223.56
PRAXAIR DISTRIBUTION, INC.	000002444	12/03/20	60045088	WELDING SUPPLIES	\$40.28	
		000002579	12/10/20	60238379	ACETYLENE CYLINDER RENTAL	\$121.26
				2		
RELIABLE MONITORING SERVICES	000002581	12/10/20	2020-20232	GAS DETECTION SYS-CALIBRATE	\$355.00	
		12/10/20	2020-20233	GAS DETECTION SYS-CALIBRATE	\$355.00	
			1			\$710.00
RIPARIAN REPAIRS	000002446	12/03/20	111520	M18-118 MITIGATION PROJECT	\$235.70	
			1			\$235.70
S & J SUPPLY CO.	000002447	12/03/20	S100164286.001	PIPELINE MATERIALS	\$5,863.76	
		12/10/20	S100164386.001	PIPELINE MATERIALS	\$9,309.60	
		000002673	12/22/20	S10063047.001	PIPELINE MATERIALS	\$408.38
			12/22/20	S100165341.001	PIPELINE MATERIALS	\$129.30
			12/22/20	S10064386.002	PIPELINE MATERIALS	\$289.50
	3			\$16,000.54		
SOUTH COAST A.Q.M.D.	000002492	12/03/20	3735920	ANNUAL RENEWAL FEES-ICE/GAS	\$2,105.10	
		12/03/20	3738287	FY20/21 FLAT FEE - EMISSIONS	\$136.40	
			1			\$2,241.50
STATE WATER RESOURCES CONTROL BOARD	000002583	12/10/20	WD-0181178	ANNUAL PERMIT FEE	\$2,811.00	
			1			\$2,811.00
UNDERGROUND SERVICE ALERT/SC	000002556	12/10/20	1120200435	UNDERGROUND DIG ALERT	\$633.70	
			1			\$633.70

Payment Listing by Class

12/1/2020 - 12/31/2020

Vendor Name	Check #/Count	Payment Date	Invoice Number	Invoice Description	Payment Amount
VULCAN MATERIALS	000002458	12/03/20	72778627	M21-001FH PAVING MATERIALS	\$102.15
	000002588	12/10/20	72768801	PAVING MATERIALS	\$251.28
		12/10/20	72781120	M21-001FH PAVING MATERIALS	\$93.96
		12/10/20	72785139	M21-001MV PAVING MATERIALS	\$89.86
		12/10/20	72785138	M21-001FH PAVING MATERIALS	\$251.28
		2			
WEST COAST SAND & GRAVEL	000002460	12/03/20	317703	FILL SAND	\$800.01
	1				\$800.01
Total WATER SYSTEM	31				\$54,336.49
Total Payments (All)	283				\$1,551,726.80



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa, CPA, MBA, Chief Financial Officer
DATE: January 26, 2021
SUBJECT: Monthly Financial Reports

RECOMMENDATION

Receive and file the Monthly Financial Reports.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

The attached Treasurer's status reports reflect the performance of Mesa Water's cash and investment accounts.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Monthly Treasurer's Status Report on Investments as of 12/31/20
Attachment B: Monthly Treasurer's Status Report on Investments as of 11/30/20

Mesa Water District
Quarterly Treasurer's Report on Investments
As of 12/31/2020



Investments are in compliance with the Investment Policy adopted as Resolution 1506 of the Mesa Water District Board of Directors. The liquidity of investments will meet cash flow needs for the next six months except under unforeseen catastrophic circumstances.

Investments	Maturity Date	Days to Maturity	Yield to Maturity @ Cost	Cost Value	% of Portfolio	Policy % Limit	Market Value	Interest Year to Date	Notes
Local Agency Investment Fund (LAIF)	Liquid	1	0.54%	1,079.66	0.00%	No Limit	1,079.66	6.20	1,4
Orange County Investment Pool (OCIP)	Liquid	1	0.71%	2,815,784.13	7.10%	No Limit	2,815,784.13	16,820.36	1,6
Miscellaneous (Petty Cash, Emergency Cash, etc.)	Liquid	1	0.00%	14,000.00	0.04%	N/A	14,000.00	0.00	
US Bank Custody Account									2,5
Negotiable CD	Various	1,001	1.59%	10,860,000.00	28.22%	30.00%	11,187,403.76	92,058.29	
US Agency	Various	1,163	0.99%	12,416,215.49	31.55%	No Limit	12,512,574.03	63,679.06	
Sub Total / Average		1,087	1.28%	23,276,215.49			23,699,977.79	155,737.35	
US Bank Custody Account	Liquid	1	0.01%	807,806.46	2.04%	No Limit	807,806.46	20.78	
Union Bank Account	Liquid	1	0.45%	1,913,567.31	4.83%	No Limit	1,913,567.31	0.00	1,3
Pacific Premier Bank	Liquid	1	0.00%	10,396,333.34	26.22%	No Limit	10,396,333.34	0.00	
Total Average		650	0.84%	\$39,224,786.39	100.00%		\$39,648,548.69	\$172,584.69	

PARS OPEB & Pension Trust	1 Month Rate of Return	3 Month Rate of Return	Cost Value	Market Value
Public Agency Retirement Services (PARS)				
Capital Appreciation HighMark PLUS Fund				
OPEB	4.04%	13.26%	1,507,800.34	1,853,977.41
Pension Trust	4.03%	13.30%	12,767,742.38	15,401,634.67
			\$ 14,275,542.72	\$ 17,255,612.08

Sources of Market Value Valuation - Account Statements

LAIF, OCIP & US Bank

I certify that this report reflects the cash and investments of Mesa Water District and is in conformity with the Government Code requirements and the District Investment Policy/Guidelines in effect at the time of the investment.

Local Agency Investment Fund (LAIF)

District LAIF includes the funds designated for advances; construction, customer deposits, working capital cash and monies to pay COP principal/interest payments.

Marwan Khalifa
 Marwan Khalifa, CPA, MBA, District Treasurer

Weighted Average Return | 0.84 %

Benchmark: 3 Month Treasury Bill - December | .09 %

Weighted Average Maturity | 1.8 Years

Days to Maturity | 650

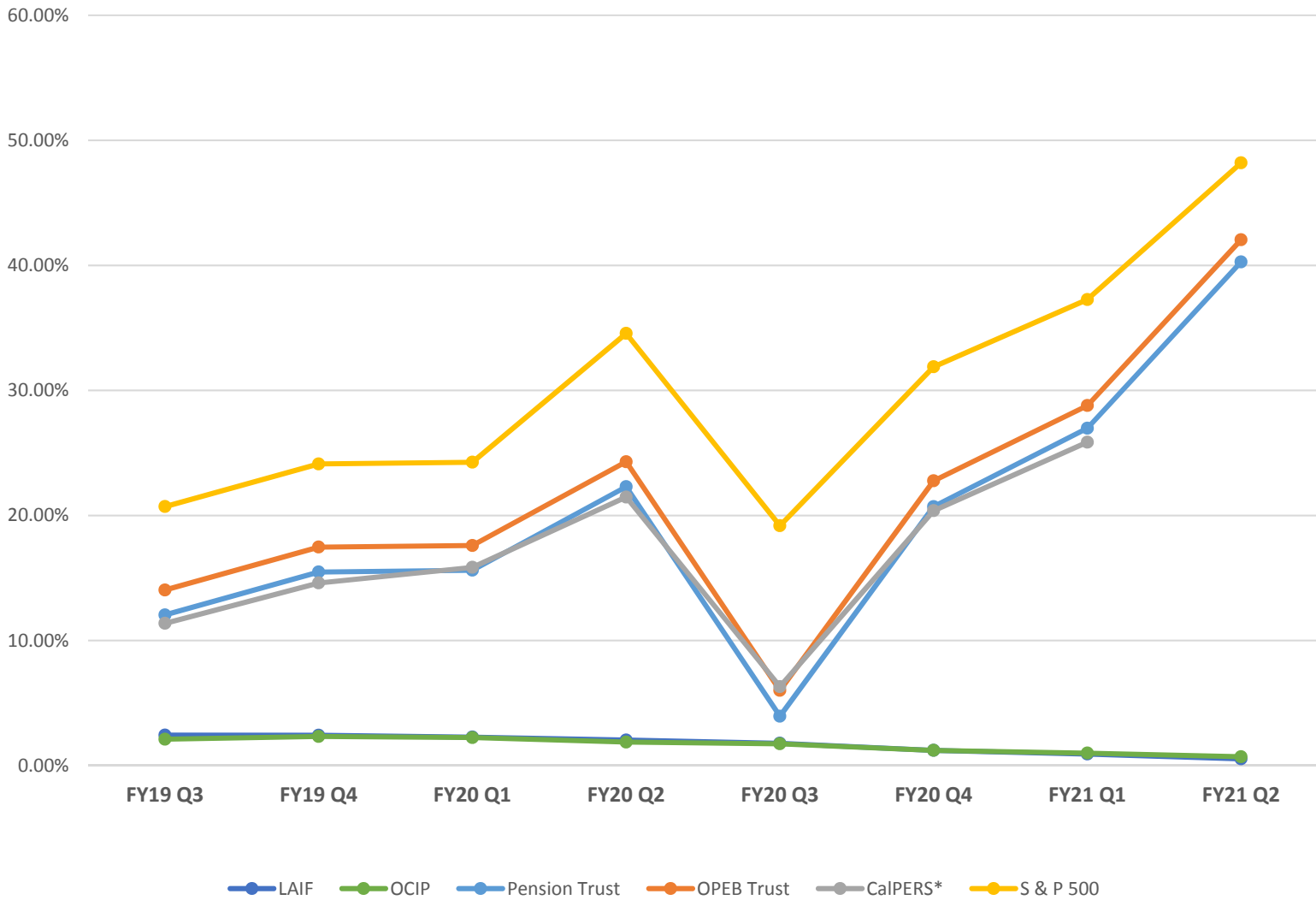
PARS OPEB & Pension Trust - Benchmark - S & P 500 Index

1 Month | 3.02 % 3 Month | 10.93 % 1 YEAR | 15.76 %

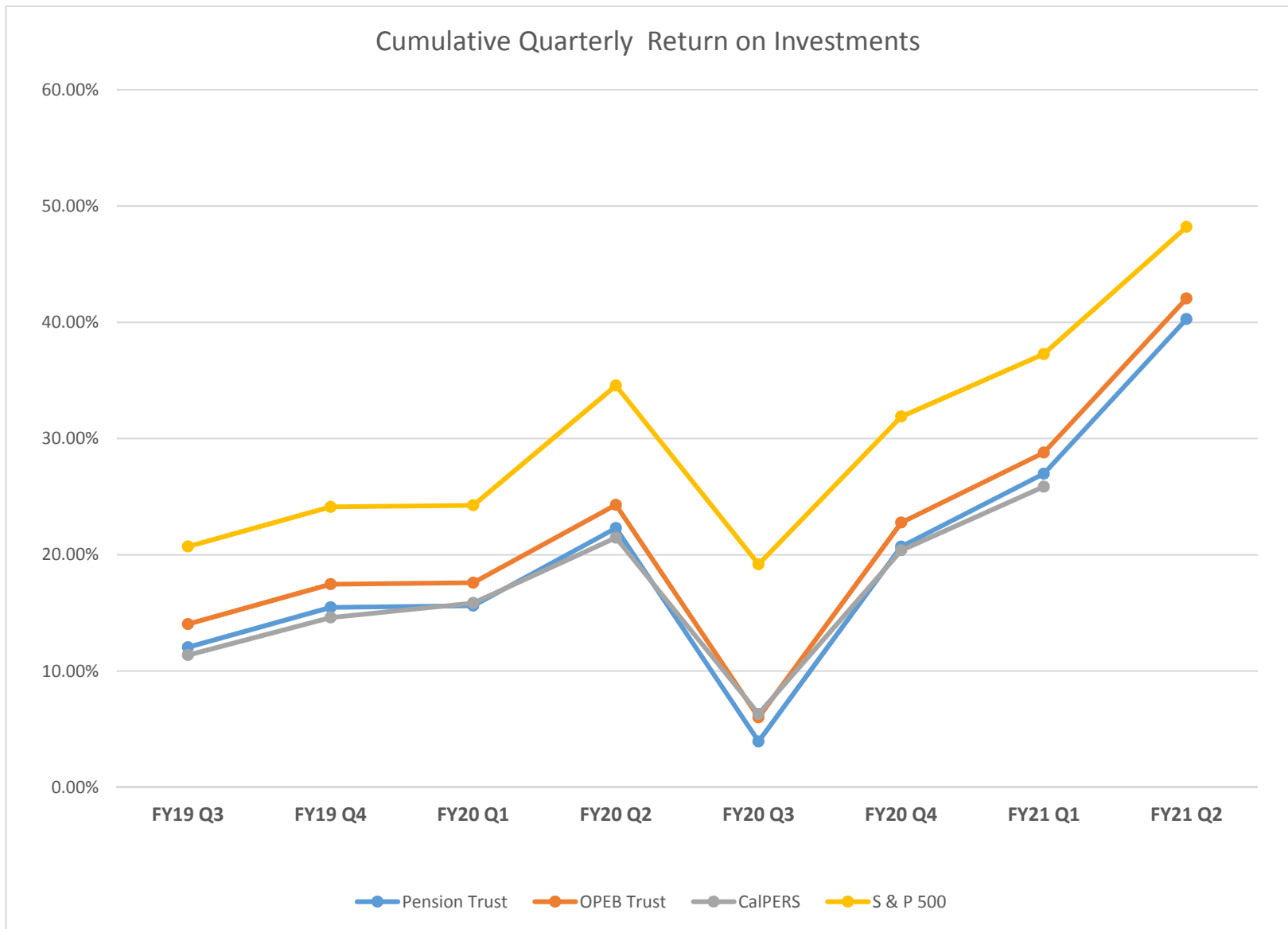
Notes

1. The interest or yield shown is for the current month net of fees.
2. The interest rate (Yield to Maturity @Cost) shown is the guaranteed annual interest rate for the term of the investment.
3. The rate shown is the Earnings Credit Rate. These earnings are applied against bank service charges; no actual monies are received.
4. LAIF general ledger carrying value reflects market value (unrealized gains/losses) only at fiscal year end. LAIF only provides the market value participation factor quarterly. The December Fair Value Factor is 1.002271318. The yield earned on the Treasurer's Reports does not reflect change in fair market value.
5. US Bank Custody Account general ledger carrying value reflects market value (unrealized gains/losses). The Yield earned does not reflect change in fair market value.
6. Orange County Investment Pool - December 2020 | Net Asset Value is 1.00.

Cumulative Quarterly Return on Investments



* CalPERS FY21 Q2 data was unavailable at time of publishing.



*** CalPERS FY21 Q2 data was unavailable at time of publishing.**

Mesa Water District
Transactions Summary
Quarterly Treasurer's Status Report - Investment Activity
Group By: Action
Portfolio / Report Group: Report Group | Treasurer's Report
Begin Date: 09/30/2020, End Date: 12/31/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buy								
Farm Bureau Bank NV 0.25 7/9/2024	307660LK4	0.250	10/9/2020	7/9/2024	249,000.00	249,000.00	0.00	249,000.00
FNMA 0.54 11/3/2025-22	3135GA2G5	0.459	10/30/2020	11/3/2025	500,000.00	501,999.50	0.00	501,999.50
FFCB 0.27 11/3/2023-22	3133EMFN7	0.200	11/3/2020	11/3/2023	250,000.00	250,523.25	0.00	250,523.25
FNMA 0.375 8/25/2025	3135G05X7	0.440	11/12/2020	8/25/2025	250,000.00	249,231.00	195.31	249,426.31
FHLMC 0.3 11/13/2023-22	3134GXAY0	0.244	11/13/2020	11/13/2023	250,000.00	250,417.50	0.00	250,417.50
FNMA 0.56 11/17/2025-22	3135GA2Z3	0.540	11/17/2020	11/17/2025	325,000.00	325,322.73	0.00	325,322.73
FNMA 0.58 11/25/2025-22	3135GA5E7	0.499	11/30/2020	11/25/2025	250,000.00	250,983.75	20.14	251,003.89
FNMA 0.6 7/29/2025-22	3136G4D75	0.459	12/18/2020	7/29/2025	250,000.00	251,610.25	579.17	252,189.42
Texas Exchange Bank TX 0.6 12/18/2025	88241TJR2	0.600	12/18/2020	12/18/2025	249,000.00	249,000.00	0.00	249,000.00
FFCB 0.47 12/22/2025-22	3133EMLC4	0.410	12/22/2020	12/22/2025	250,000.00	250,747.00	0.00	250,747.00
JPMorgan Chase OH 0.5 12/29/2025-21	48128UUZ0	0.500	12/29/2020	12/29/2025	249,000.00	249,000.00	0.00	249,000.00
John Marshall Bancorp VA 0.2 12/29/2023	47804GGC1	0.200	12/30/2020	12/29/2023	249,000.00	249,000.00	0.00	249,000.00
Sub Total / Average Buy					3,321,000.00	3,326,834.98	794.62	3,327,629.60
Called								
Anchor D Bank OK 1.15 4/29/2025-20	033034AN9	0.000	11/29/2020	4/29/2025	249,000.00	249,000.00	0.00	249,000.00
Sub Total / Average Called					249,000.00	249,000.00	0.00	249,000.00

Mesa Water District
Date To Date
Quarterly Interest | Received
Report Format: By Transaction
Group By: Asset Category
Portfolio / Report Group: Report Group | Treasurer's Report
Begin Date: 6/30/2020, End Date: 12/31/2020

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
LAIF Policy - No Limit							
	LGIP0012	6/30/2010	N/A	N/A	1,079.66	6.20	0.00
Sub Total/Average					1,079.66	6.20	0.00
Orange County LGIP - OCIP Policy - No Limit							
	LGIP9LC	9/30/2011	N/A	N/A	2,815,784.13	16,820.36	0.00
Sub Total/Average					2,815,784.13	16,820.36	0.00
Miscellaneous Cash (Petty Emergency)							
	CASH	6/30/2015	N/A	N/A	14,000.00	0.00	0.00
Sub Total/Average					14,000.00	0.00	0.00
US Bank Negotiable CD 30%							
Everbank FL 2 7/14/2020	29976DZD5	7/14/2015	7/14/2020	2.000	0.00	2,463.23	0.00
Investors Bank NJ 2 8/25/2020	46176PEJ0	8/26/2015	8/25/2020	2.000	0.00	2,463.23	0.00
First Technology CU CA 1.75 6/30/2021	33715LAD2	6/30/2016	6/30/2021	1.750	247,000.00	2,179.01	0.00
Wells Fargo SD 1.6 8/3/2021	9497486Z5	8/3/2016	8/3/2021	1.600	247,000.00	1,981.41	0.00
Privatebank and Trust IL 1.5 8/30/2021	74267GVM6	8/29/2016	8/30/2021	1.500	247,000.00	1,847.42	0.00
Mercantil Commerce Bank FL 1.65 9/28/2021	58733ADJ5	9/28/2016	9/28/2021	1.650	247,000.00	2,054.50	0.00
Countryside Federal CU NY 1.65 10/28/2021	22239MAL2	10/28/2016	10/28/2021	1.650	247,000.00	2,043.33	0.00
Beneficial Mutual Savings PA 1.55 11/16/2021	08173QBU9	11/16/2016	11/16/2021	1.550	247,000.00	1,929.98	0.00
Bank of Baroda 1.85 11/23/2021	06062QXG4	11/23/2016	11/23/2021	1.850	247,000.00	2,303.53	0.00
Business Bank MO 2 1/20/2022	12325EHH8	1/20/2017	1/20/2022	2.000	247,000.00	2,476.77	0.00
First National Bank MI 2 1/20/2022	32110YJT3	1/20/2017	1/20/2022	2.000	201,000.00	2,015.49	0.00
Franklin Synergy Bank TN 2 1/31/2022	35471TCV2	1/31/2017	1/31/2022	2.000	247,000.00	2,490.30	0.00
Synchrony Bank UT 2.3 2/24/2022	87165FPA6	2/24/2017	2/24/2022	2.300	247,000.00	2,832.72	0.00
Capital One Bank VA 2.3 3/1/2022	140420Y53	3/1/2017	3/1/2022	2.300	247,000.00	2,863.85	0.00
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	3/14/2022	2.350	247,000.00	2,926.10	0.00
Amercian Express 2.45 4/5/2022	02587DN38	4/5/2017	4/5/2022	2.450	247,000.00	3,034.04	0.00
Ally Bank UT 1.85 10/24/2022	02007GML4	10/24/2019	10/24/2022	1.850	247,000.00	2,291.01	0.00
Preferred Bank CA 0.25 7/17/2023	740367LV7	7/17/2020	7/17/2023	0.250	249,000.00	260.93	0.00

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
Merrick Bank UT 3 7/31/2023	59013J6G9	1/30/2019	7/31/2023	3.000	249,000.00	3,745.23	0.00
Enterprise Bank & Trust 1.75 11/8/2023	29367SJR6	11/8/2019	11/8/2023	1.750	249,000.00	2,184.72	0.00
Raymond James Bank 1.75 11/8/2023	75472RAH4	11/8/2019	11/8/2023	1.750	247,000.00	2,179.01	0.00
Third Federal Savings 1.75 11/13/2023	88413QCJ5	11/12/2019	11/13/2023	1.750	247,000.00	2,179.01	0.00
Marlin Business Bank UT 1.7 12/4/2023	57116ATG3	12/2/2019	12/4/2023	1.700	249,000.00	2,122.32	0.00
John Marshall Bancorp VA 0.2 12/29/2023	47804GGC1	12/30/2020	12/29/2023	0.200	249,000.00	0.00	0.00
Goldman Sachs NY 3.3 1/16/2024	38148P4E4	1/16/2019	1/16/2024	3.300	245,000.00	4,031.42	0.00
Bankwell Bank CT 0.35 1/30/2024	06654BCM1	7/30/2020	1/30/2024	0.350	249,000.00	0.00	0.00
Morgan Stanley UT 3.05 1/31/2024	61690UDV9	1/31/2019	1/31/2024	3.050	246,000.00	3,741.22	0.00
Morgan Stanley NY 3.05 1/31/2024	61760AVF3	1/31/2019	1/31/2024	3.050	246,000.00	3,741.22	0.00
Enerbank UT 1.15 4/29/2024	29278TNY2	4/29/2020	4/29/2024	1.150	249,000.00	1,435.68	0.00
First Freedom Bank 1.1 4/30/2024	32027BAM9	4/30/2020	4/30/2024	1.100	249,000.00	1,373.25	0.00
Capital One VA 2.65 5/22/2024	14042RLP4	5/22/2019	5/22/2024	2.650	246,000.00	3,286.29	0.00
Eaglebank MD 2.5 5/24/2024	27002YEN2	5/24/2019	5/24/2024	2.500	249,000.00	3,121.02	0.00
Farm Bureau Bank NV 0.25 7/9/2024	307660LK4	10/9/2020	7/9/2024	0.250	249,000.00	104.03	0.00
JPMorgan Chase OH 2.1 8/31/2024-20	48128H6D5	8/30/2019	8/31/2024	2.100	0.00	2,614.82	0.00
Sallie Mae Bank UT 1.9 10/16/2024	7954504P7	10/17/2019	10/16/2024	1.900	247,000.00	2,352.93	0.00
Celtic Bank UT 1.65 10/23/2024	15118RSV0	10/23/2019	10/23/2024	1.650	249,000.00	2,059.86	0.00
Garnett State Bank 1.7 11/19/2024	366526AW1	11/19/2019	11/19/2024	1.700	249,000.00	2,122.32	0.00
Citizens State Bank 1.7 11/22/2024	176688CR8	11/22/2019	11/22/2024	1.700	249,000.00	2,122.32	0.00
BMO Harris Bank IL 0.5 3/28/2025-20	05600XAY6	9/28/2020	3/28/2025	0.500	249,000.00	310.40	0.00
First Commercial Bank MS 0.3 3/31/2025	31984GFK0	9/30/2020	3/31/2025	0.300	249,000.00	186.24	0.00
Anchor D Bank OK 1.15 4/29/2025-20	033034AN9	4/29/2020	4/29/2025	1.150	0.00	1,200.32	0.00
Flagstar Bank MI 1.25 4/30/2025	33847E3A3	4/30/2020	4/30/2025	1.250	248,000.00	1,554.25	0.00
Jonesboro State Bank LA 1.25 5/6/2025-20	48040PGP4	5/6/2020	5/6/2025	1.250	0.00	520.17	0.00
Apex Bank TN 0.95 5/8/2025	03753XBK5	5/8/2020	5/8/2025	0.950	249,000.00	1,185.99	0.00
Bridgewater Bank MN 0.9 5/22/2025-20	108622JU6	5/22/2020	5/22/2025	0.900	0.00	564.85	0.00
Seattle Bank WA 0.75 6/2/2025-20	81258PKJ1	6/2/2020	6/2/2025	0.750	249,000.00	936.30	0.00
Medallion Bank UT 0.6 7/15/2025	58404DHM6	7/15/2020	7/15/2025	0.600	249,000.00	626.25	0.00
BMW Bank UT 0.5 9/25/2025	05580AXF6	9/25/2020	9/25/2025	0.500	249,000.00	0.00	0.00
Texas Exchange Bank TX 0.6 12/18/2025	88241TJR2	12/18/2020	12/18/2025	0.600	249,000.00	0.00	0.00
JPMorgan Chase OH 0.5 12/29/2025-21	48128UUZ0	12/29/2020	12/29/2025	0.500	249,000.00	0.00	0.00
Sub Total/Average					10,860,000.00	92,058.29	0.00
US Bank US Agency - No Limit							
FHLB 2 11/10/2021-18	3130A9S44	11/10/2016	11/10/2021	2.000	750,000.00	7,500.00	0.00
FNMA 1.875 4/5/2022	3135G0T45	3/23/2020	4/5/2022	1.875	500,000.00	4,687.50	0.00
FNMA 1.375 9/6/2022	3135G0W33	11/8/2019	9/6/2022	1.375	500,000.00	3,437.50	0.00
FHLB 3 12/9/2022	3130AFE78	1/9/2019	12/9/2022	3.000	1,000,000.00	15,000.00	0.00

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
FFCB 2.125 6/5/2023	3133EKPT7	11/8/2019	6/5/2023	2.125	500,000.00	5,312.50	0.00
FHLMC 0.375 7/14/2023-22	3134GV5F1	7/14/2020	7/14/2023	0.375	250,000.00	0.00	0.00
FHLMC 0.5 8/28/2023-21	3134GVXS2	5/28/2020	8/28/2023	0.500	249,000.00	622.50	0.00
FAMC 3.05 9/19/2023	3132X06C0	1/9/2019	9/19/2023	3.050	500,000.00	7,625.00	0.00
FFCB 0.25 9/21/2023-22	3133EMAM4	9/24/2020	9/21/2023	0.250	500,000.00	0.00	0.00
FHLMC 0.4 10/23/2023-21	3134GV6D5	7/23/2020	10/23/2023	0.400	250,000.00	0.00	0.00
FFCB 0.27 11/3/2023-22	3133EMFN7	11/3/2020	11/3/2023	0.270	250,000.00	0.00	0.00
FHLMC 0.3 11/13/2023-22	3134GXAY0	11/13/2020	11/13/2023	0.300	250,000.00	0.00	0.00
FFCB 0.8 4/22/2024-21	3133ELXC3	4/22/2020	4/22/2024	0.800	750,000.00	3,000.00	0.00
FHLMC 0.5 5/20/2024-22	3134GVXR4	5/21/2020	5/20/2024	0.500	500,000.00	1,250.00	0.00
FAMC 2.15 6/5/2024	31422BGA2	11/8/2019	6/5/2024	2.150	500,000.00	5,375.00	0.00
FHLMC 0.45 7/8/2024-22	3134GV4S4	7/13/2020	7/8/2024	0.450	750,000.00	0.00	0.00
FHLMC 0.35 9/30/2024-22	3134GWVM5	9/30/2020	9/30/2024	0.350	250,000.00	0.00	0.00
FFCB 1.3 3/24/2025-21	3130AJF95	3/24/2020	3/24/2025	1.300	750,000.00	4,875.00	0.00
Baycoast Bank MA 0.9 3/31/2025	072727BG4	3/31/2020	3/31/2025	0.900	248,000.00	1,119.06	0.00
FHLMC 0.85 4/29/2025-21	3134GVPK8	5/1/2020	4/29/2025	0.850	500,000.00	2,125.00	0.00
FHLMC 0.7 5/13/2025-21	3134GVSY5	5/13/2020	5/13/2025	0.700	500,000.00	1,750.00	0.00
FNMA 0.6 7/29/2025-22	3136G4D75	12/18/2020	7/29/2025	0.600	250,000.00	0.00	0.00
FNMA 0.375 8/25/2025	3135G05X7	11/12/2020	8/25/2025	0.375	250,000.00	0.00	0.00
FHLMC 0.4 9/30/2025-21	3134GWVP8	9/30/2020	9/30/2025	0.400	250,000.00	0.00	0.00
FNMA 0.54 11/3/2025-22	3135GA2G5	10/30/2020	11/3/2025	0.540	500,000.00	0.00	0.00
FNMA 0.56 11/17/2025-22	3135GA2Z3	11/17/2020	11/17/2025	0.560	325,000.00	0.00	0.00
FNMA 0.58 11/25/2025-22	3135GA5E7	11/30/2020	11/25/2025	0.580	250,000.00	0.00	0.00
FFCB 0.47 12/22/2025-22	3133EMLC4	12/22/2020	12/22/2025	0.470	250,000.00	0.00	0.00
Sub Total/Average					12,322,000.00	63,679.06	0.00
US Bank Custody Policy 50%							
US Bank Pending Trades Cash	CASH6500	10/31/2020	N/A	N/A	0.00	0.00	0.00
US Bank Custodian MM	MM65000	7/31/2020	N/A	N/A	807,806.46	20.78	0.00
Sub Total/Average					807,806.46	20.78	0.00
Union Bank Accounts Policy - No Limit							
	MM2110	11/30/2013	N/A	N/A	1,913,567.31	0.00	0.00
Sub Total/Average					1,913,567.31	0.00	0.00
Pacific Premier Bank Policy - n/a							
	CASH0831	5/28/2020	N/A	N/A	10,396,333.34	0.00	0.00
					10,396,333.34	0.00	0.00
Total / Average			7		39,130,570.90	172,584.69	0.00

Mesa Water District
Portfolio Holdings
Investment Report | PARS Trust
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Average By: Market Value
Portfolio / Report Group: PARS OPEB Trust
As of 12/31/2020

Description	CUSIP/Ticker	Security Type	Face Amount/Shares	Cost Value	Market Value
PARS OPEB Trust					
Columbia Contrarian Fund	19766M709	Mutual Fund	4,999.36	122,288.96	155,679.51
DFA Large Cap	233203868	Mutual Fund	3,341.03	69,166.51	83,625.62
Dodge & Cox International	256206103	Mutual Fund	1,195.57	44,599.23	52,245.62
Dodge & Cox Stock Fund	256219106	Mutual Fund	581.24	100,106.68	111,924.54
Doubeline Core Fix Income	258620301	Mutual Fund	10,796.83	118,797.47	122,219.95
Harbor Capital Appreciation	411512528	Mutual Fund	789.57	58,917.44	82,304.88
Hartford Schroders	41665X859	Mutual Fund	6,023.30	93,150.97	122,453.88
iShares Russell Mid Cap	464287499	Mutual Fund	1,381.00	23,002.69	94,667.55
iShares SP500	464287408	Mutual Fund	364.00	45,235.92	46,599.28
MFS International	552746356	Mutual Fund	1,261.63	37,355.99	53,770.47
PGIM Total Return Bond	74440B884	Mutual Fund	8,143.17	119,472.38	123,042.45
PIMCO	693390841	Mutual Fund	1,615.01	14,599.71	14,664.29
Pimco Total Return Fund	693390700	Mutual Fund	11,564.73	121,661.72	122,586.11
Price T Rowe Growth	741479406	Mutual Fund	838.98	54,242.55	81,364.86
Undiscovered	904504479	Mutual Fund	1,036.99	57,704.24	66,730.62
US Bank PARS - OPEB Trust MM	MM4900	Money Market	24,640.26	24,640.26	24,640.26
Vanguard Growth & Income	921913208	Mutual Fund	3,777.27	277,665.12	354,007.05
Vanguard Real Estate	922908553	Mutual Fund	257.00	21,700.12	21,827.01
Vanguard Short Term	922031836	Mutual Fund	5,041.54	54,174.42	55,608.04
Victory RS	92647Q363	Mutual Fund	618.98	49,317.96	64,015.42
Sub Total / Average PARS OPEB Trust			88,267.46	1,507,800.34	1,853,977.41
Total / Average			88,267.46	1,507,800.34	1,853,977.41

Mesa Water District
Portfolio Holdings
Investment Report | PARS Trust
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Average By: Market Value
Portfolio / Report Group: PARS Pension Trust
As of 12/31/2020

Description	CUSIP/Ticker	Security Type	Face Amount/Shares	Cost Value	Market Value
PARS Pension Trust					
Columbia Contrarian Fund	19766M709	Mutual Fund	38,689.95	990,903.15	1,204,804.73
DFA Large Cap	233203868	Mutual Fund	27,886.28	580,947.46	697,993.60
Dodge & Cox International	256206103	Mutual Fund	9,796.32	402,774.92	428,099.44
Dodge & Cox Stock Fund	256219106	Mutual Fund	4,641.40	855,329.18	893,746.28
Doubeline Core Fix Income	258620301	Mutual Fund	90,117.20	987,367.50	1,020,126.50
Harbor Capital Appreciation	411512528	Mutual Fund	5,871.86	430,362.14	612,083.43
Hartford Schroders	41665X859	Mutual Fund	49,801.01	767,833.87	1,012,454.70
iShares Russell Mid Cap	464287499	Mutual Fund	11,524.00	98,626.00	789,970.20
iShares SP500	464287408	Mutual Fund	3,038.00	383,488.72	388,924.76
MFS International	552746356	Mutual Fund	10,444.79	347,790.74	445,157.11
PGIM Total Return Bond	74440B884	Mutual Fund	67,801.98	988,818.01	1,024,488.27
PIMCO	693390841	Mutual Fund	13,479.93	121,858.55	122,397.75
Pimco Total Return Fund	693390700	Mutual Fund	92,990.98	966,979.80	985,704.38
Price T Rowe Growth	741479406	Mutual Fund	6,750.08	451,878.42	654,624.03
Undiscovered	904504479	Mutual Fund	8,569.18	484,111.14	551,426.20
US Bank PARS - Pension Trust MM	MM4901	Money Market	604,626.86	604,626.86	604,626.86
Vanguard Growth & Income	921913208	Mutual Fund	29,712.98	2,273,123.06	2,784,700.42
Vanguard Real Estate	922908553	Mutual Fund	2,151.00	174,764.68	182,684.43
Vanguard Short Term	922031836	Mutual Fund	42,004.71	450,452.45	463,311.77
Victory RS	92647Q363	Mutual Fund	5,166.39	405,705.73	534,309.81
Sub Total / Average PARS Pension Trust			1,125,064.90	12,767,742.38	15,401,634.67
Total / Average			1,125,064.90	12,767,742.38	15,401,634.67

Mesa Water District
Transactions Summary
Quarterly Treasurer's Status Report - Investment Activity
Group By: Action
Portfolio / Report Group: PARS OPEB Trust
Begin Date: 09/30/2020, End Date: 12/31/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buy								
Columbia Contrarian Fund	19766M709	0.000	10/2/2020	N/A	153.14	4,483.88	0.00	4,483.88
Hartford Schroders	41665X859	0.000	10/6/2020	N/A	553.88	9,465.82	0.00	9,465.82
Vanguard Growth & Income	921913208	0.000	10/6/2020	N/A	108.49	9,589.38	0.00	9,589.38
Undiscovered	904504479	0.000	10/6/2020	N/A	104.36	5,043.78	0.00	5,043.78
Dodge & Cox Stock Fund	256219106	0.000	10/6/2020	N/A	5.23	878.57	0.00	878.57
Dodge & Cox International	256206103	0.000	10/6/2020	N/A	34.06	1,237.37	0.00	1,237.37
Price T Rowe Growth	741479406	0.000	10/6/2020	N/A	32.91	2,954.19	0.00	2,954.19
Vanguard Short Term	922031836	0.000	10/6/2020	N/A	2,151.90	23,627.85	0.00	23,627.85
Victory RS	92647Q363	0.000	10/6/2020	N/A	45.08	4,266.77	0.00	4,266.77
Harbor Capital Appreciation	411512528	0.000	10/6/2020	N/A	28.24	2,935.49	0.00	2,935.49
Pimco Total Return Fund	693390700	0.000	10/31/2020	N/A	21.50	233.47	0.00	233.47
PGIM Total Return Bond	74440B884	0.000	10/31/2020	N/A	19.69	290.05	0.00	290.05
Vanguard Short Term	922031836	0.000	10/31/2020	N/A	8.37	91.80	0.00	91.80
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	17.874	196.08	0.00	196.08
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	18.458	277.98	0.00	277.98
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	8.988	98.96	0.00	98.96
Pimco Total Return Fund	693390700	0.000	12/1/2020	N/A	22.82	241.91	0.00	241.91
PGIM Total Return Bond	74440B884	0.000	12/1/2020	N/A	19.93	301.09	0.00	301.09
Vanguard Short Term	922031836	0.000	12/1/2020	N/A	8.99	99.17	0.00	99.17
PIMCO	693390841	0.000	12/7/2020	N/A	1,615.01	14,599.71	0.00	14,599.71
Vanguard Growth & Income	921913208	0.000	12/7/2020	N/A	13.76	1,340.93	0.00	1,340.93
Vanguard Real Estate	922908553	0.000	12/7/2020	N/A	15.00	1,286.92	0.00	1,286.92
Pimco Total Return Fund	693390700	0.000	12/7/2020	N/A	832.50	9,115.85	0.00	9,115.85
PGIM Total Return Bond	74440B884	0.000	12/7/2020	N/A	536.83	8,068.54	0.00	8,068.54
MFS International	552746356	0.000	12/7/2020	N/A	27.60	1,156.80	0.00	1,156.80
Price T Rowe Growth	741479406	0.000	12/7/2020	N/A	9.30	917.10	0.00	917.10
Doubeline Core Fix Income	258620301	0.000	12/7/2020	N/A	801.99	9,046.45	0.00	9,046.45
Harbor Capital Appreciation	411512528	0.000	12/7/2020	N/A	13.13	1,499.72	0.00	1,499.72
Columbia Contrarian Fund	19766M709	0.000	12/9/2020	N/A	363.95	11,042.33	0.00	11,042.33
Pimco Total Return Fund	693390700	0.000	12/9/2020	N/A	400.87	4,233.15	0.00	4,233.15
MFS International	552746356	0.000	12/10/2020	N/A	10.24	427.20	0.00	427.20
Price T Rowe Growth	741479406	0.000	12/15/2020	N/A	30.28	2,854.71	0.00	2,854.71

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Undiscovered	904504479	0.000	12/18/2020	N/A	10.34	653.57	0.00	653.57
Dodge & Cox Stock Fund	256219106	0.000	12/18/2020	N/A	25.17	4,776.72	0.00	4,776.72
Dodge & Cox International	256206103	0.000	12/18/2020	N/A	21.87	950.68	0.00	950.68
Harbor Capital Appreciation	411512528	0.000	12/18/2020	N/A	86.13	8,979.23	0.00	8,979.23
Vanguard Growth & Income	921913208	0.000	12/22/2020	N/A	217.39	20,067.50	0.00	20,067.50
Hartford Schroders	41665X859	0.000	12/29/2020	N/A	56.72	1,131.57	0.00	1,131.57
Sub Total / Average Buy					8,451.99	168,462.29	0.00	168,462.29

Dividend								
DFA Large Cap	233203868	0.000	10/31/2020	N/A	0.00	0.00	389.16	389.16
Pimco Total Return Fund	693390700	0.000	10/31/2020	N/A	0.00	0.00	233.47	233.47
PGIM Total Return Bond	74440B884	0.000	10/31/2020	N/A	0.00	0.00	290.05	290.05
Vanguard Short Term	922031836	0.000	10/31/2020	N/A	0.00	0.00	91.80	91.80
Doubeline Core Fix Income	258620301	0.000	10/31/2020	N/A	0.00	0.00	291.57	291.57
Doubeline Core Fix Income	258620301	0.000	11/2/2020	N/A	0.00	0.00	272.59	272.59
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	0.00	0.00	196.08	196.08
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	0.00	0.00	277.98	277.98
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	0.00	0.00	98.96	98.96
Pimco Total Return Fund	693390700	0.000	12/1/2020	N/A	0.00	0.00	241.91	241.91
PGIM Total Return Bond	74440B884	0.000	12/1/2020	N/A	0.00	0.00	301.09	301.09
Vanguard Short Term	922031836	0.000	12/1/2020	N/A	0.00	0.00	99.17	99.17
Doubeline Core Fix Income	258620301	0.000	12/1/2020	N/A	0.00	0.00	267.71	267.71
Doubeline Core Fix Income	258620301	0.000	12/7/2020	N/A	0.00	0.00	175.01	175.01
Columbia Contrarian Fund	19766M709	0.000	12/9/2020	N/A	0.00	0.00	1,259.85	1,259.85
Columbia Contrarian Fund	19766M709	0.000	12/9/2020	N/A	0.00	0.00	9,782.48	9,782.48
Pimco Total Return Fund	693390700	0.000	12/9/2020	N/A	0.00	0.00	3,142.11	3,142.11
Pimco Total Return Fund	693390700	0.000	12/9/2020	N/A	0.00	0.00	1,091.04	1,091.04
PIMCO	693390841	0.000	12/10/2020	N/A	0.00	0.00	46.07	46.07
MFS International	552746356	0.000	12/10/2020	N/A	0.00	0.00	427.20	427.20
Price T Rowe Growth	741479406	0.000	12/14/2020	N/A	0.00	0.00	558.00	558.00
Price T Rowe Growth	741479406	0.000	12/14/2020	N/A	0.00	0.00	2,296.71	2,296.71
DFA Large Cap	233203868	0.000	12/16/2020	N/A	0.00	0.00	383.08	383.08
Victory RS	92647Q363	0.000	12/16/2020	N/A	0.00	0.00	5,456.12	5,456.12
Harbor Capital Appreciation	411512528	0.000	12/17/2020	N/A	0.00	0.00	8,979.23	8,979.23
iShares SP500	464287408	0.000	12/18/2020	N/A	0.00	0.00	284.46	284.46
Undiscovered	904504479	0.000	12/18/2020	N/A	0.00	0.00	653.57	653.57
Dodge & Cox Stock Fund	256219106	0.000	12/18/2020	N/A	0.00	0.00	300.28	300.28
Dodge & Cox Stock Fund	256219106	0.000	12/18/2020	N/A	0.00	0.00	4,476.44	4,476.44
Dodge & Cox International	256206103	0.000	12/18/2020	N/A	0.00	0.00	950.68	950.68
iShares Russell Mid Cap	464287499	0.000	12/18/2020	N/A	0.00	0.00	316.86	316.86

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Vanguard Growth & Income	921913208	0.000	12/21/2020	N/A	0.00	0.00	15,430.73	15,430.73
Vanguard Growth & Income	921913208	0.000	12/21/2020	N/A	0.00	0.00	1,844.03	1,844.03
Vanguard Growth & Income	921913208	0.000	12/22/2020	N/A	0.00	0.00	2,792.74	2,792.74
Hartford Schroders	41665X859	0.000	12/29/2020	N/A	0.00	0.00	1,131.57	1,131.57
Vanguard Real Estate	922908553	0.000	12/30/2020	N/A	0.00	0.00	343.79	343.79
Doubline Core Fix Income	258620301	0.000	12/31/2020	N/A	0.00	0.00	335.43	335.43
Sub Total / Average Dividend					0.00	0.00	65,509.02	65,509.02
Sell								
iShares SP500	464287408	0.000	10/5/2020	N/A	6.00	686.59	0.00	686.59
Vanguard Real Estate	922908553	0.000	10/5/2020	N/A	9.00	739.91	0.00	739.91
iShares Russell Mid Cap	464287499	0.000	10/5/2020	N/A	69.00	4,083.66	0.00	4,083.66
DFA Large Cap	233203868	0.000	10/6/2020	N/A	4.70	102.90	0.00	102.90
Pimco Total Return Fund	693390700	0.000	10/6/2020	N/A	338.14	3,692.52	0.00	3,692.52
PGIM Total Return Bond	74440B884	0.000	10/6/2020	N/A	217.09	3,223.71	0.00	3,223.71
MFS International	552746356	0.000	10/6/2020	N/A	10.40	402.77	0.00	402.77
Doubline Core Fix Income	258620301	0.000	10/6/2020	N/A	312.07	3,504.51	0.00	3,504.51
Hartford Schroders	41665X859	0.000	12/7/2020	N/A	345.41	6,863.26	0.00	6,863.26
iShares SP500	464287408	0.000	12/7/2020	N/A	1.00	127.17	0.00	127.17
DFA Large Cap	233203868	0.000	12/7/2020	N/A	63.75	1,560.53	0.00	1,560.53
Undiscovered	904504479	0.000	12/7/2020	N/A	232.39	14,791.37	0.00	14,791.37
Dodge & Cox Stock Fund	256219106	0.000	12/7/2020	N/A	49.89	10,043.25	0.00	10,043.25
Columbia Contrarian Fund	19766M709	0.000	12/7/2020	N/A	66.055	2,172.55	0.00	2,172.55
Dodge & Cox International	256206103	0.000	12/7/2020	N/A	144.41	6,382.75	0.00	6,382.75
Vanguard Short Term	922031836	0.000	12/7/2020	N/A	268.15	2,952.31	0.00	2,952.31
Victory RS	92647Q363	0.000	12/7/2020	N/A	23.78	2,569.86	0.00	2,569.86
iShares Russell Mid Cap	464287499	0.000	12/7/2020	N/A	31.00	2,081.98	0.00	2,081.98
Sub Total / Average Sell					2,192.235	65,981.60	0.00	65,981.60

Mesa Water District
Transactions Summary
Quarterly Treasurer's Status Report - Investment Activity
Group By: Action
Portfolio / Report Group: PARS Pension Trust
Begin Date: 09/30/2020, End Date: 12/31/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buy								
Hartford Schroders	41665X859	0.000	10/6/2020	N/A	4,199.01	71,761.05	0.00	71,761.05
Vanguard Growth & Income	921913208	0.000	10/6/2020	N/A	605.41	53,512.03	0.00	53,512.03
Undiscovered	904504479	0.000	10/6/2020	N/A	784.70	37,924.50	0.00	37,924.50
Dodge & Cox Stock Fund	256219106	0.000	10/6/2020	N/A	27.16	4,561.66	0.00	4,561.66
Columbia Contrarian Fund	19766M709	0.000	10/6/2020	N/A	880.99	25,795.39	0.00	25,795.39
Dodge & Cox International	256206103	0.000	10/6/2020	N/A	183.51	6,666.75	0.00	6,666.75
Price T Rowe Growth	741479406	0.000	10/6/2020	N/A	205.36	18,434.96	0.00	18,434.96
Vanguard Short Term	922031836	0.000	10/6/2020	N/A	17,871.60	196,230.16	0.00	196,230.16
Victory RS	92647Q363	0.000	10/6/2020	N/A	341.64	32,336.36	0.00	32,336.36
Harbor Capital Appreciation	411512528	0.000	10/6/2020	N/A	175.82	18,276.00	0.00	18,276.00
PIMCO	693390841	0.000	12/7/2020	N/A	13,479.928	121,858.55	0.00	121,858.55
Vanguard Real Estate	922908553	0.000	12/7/2020	N/A	118.00	10,123.69	0.00	10,123.69
Pimco Total Return Fund	693390700	0.000	12/7/2020	N/A	6,528.462	71,486.66	0.00	71,486.66
PGIM Total Return Bond	74440B884	0.000	12/7/2020	N/A	4,248.854	63,860.28	0.00	63,860.28
MFS International	552746356	0.000	12/7/2020	N/A	140.999	5,909.28	0.00	5,909.28
Price T Rowe Growth	741479406	0.000	12/7/2020	N/A	19.133	1,887.10	0.00	1,887.10
Doubeline Core Fix Income	258620301	0.000	12/7/2020	N/A	5,964.453	67,279.03	0.00	67,279.03
Harbor Capital Appreciation	411512528	0.000	12/7/2020	N/A	59.454	6,793.24	0.00	6,793.24
Sub Total / Average Buy					55,834.483	814,696.69	0.00	814,696.69
Dividend								
DFA Large Cap	233203868	0.000	10/1/2020	N/A	0.00	0.00	3,308.09	3,308.09
Doubeline Core Fix Income	258620301	0.000	10/1/2020	N/A	0.00	0.00	2,482.32	2,482.32
Pimco Total Return Fund	693390700	0.000	10/31/2020	N/A	0.00	0.00	1,969.31	1,969.31
PGIM Total Return Bond	74440B884	0.000	10/31/2020	N/A	0.00	0.00	2,446.85	2,446.85
Vanguard Short Term	922031836	0.000	10/31/2020	N/A	0.00	0.00	773.74	773.74
Doubeline Core Fix Income	258620301	0.000	11/2/2020	N/A	0.00	0.00	2,295.07	2,295.07
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	0.00	0.00	1,647.54	1,647.54
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	0.00	0.00	2,334.66	2,334.66
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	0.00	0.00	831.95	831.95
Pimco Total Return Fund	693390700	0.000	12/1/2020	N/A	0.00	0.00	1,969.09	1,969.09
PGIM Total Return Bond	74440B884	0.000	12/1/2020	N/A	0.00	0.00	2,515.19	2,515.19

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Vanguard Short Term	922031836	0.000	12/1/2020	N/A	0.00	0.00	829.13	829.13
Doubeline Core Fix Income	258620301	0.000	12/1/2020	N/A	0.00	0.00	2,254.04	2,254.04
Doubeline Core Fix Income	258620301	0.000	12/7/2020	N/A	0.00	0.00	1,473.51	1,473.51
Columbia Contrarian Fund	19766M709	0.000	12/9/2020	N/A	0.00	0.00	81,650.87	81,650.87
Pimco Total Return Fund	693390700	0.000	12/9/2020	N/A	0.00	0.00	9,106.61	9,106.61
Pimco Total Return Fund	693390700	0.000	12/9/2020	N/A	0.00	0.00	26,226.24	26,226.24
PIMCO	693390841	0.000	12/10/2020	N/A	0.00	0.00	384.53	384.53
Columbia Contrarian Fund	19766M709	0.000	12/10/2020	N/A	0.00	0.00	10,515.54	10,515.54
MFS International	552746356	0.000	12/11/2020	N/A	0.00	0.00	3,565.65	3,565.65
Price T Rowe Growth	741479406	0.000	12/14/2020	N/A	0.00	0.00	4,657.56	4,657.56
Price T Rowe Growth	741479406	0.000	12/14/2020	N/A	0.00	0.00	19,170.27	19,170.27
DFA Large Cap	233203868	0.000	12/16/2020	N/A	0.00	0.00	3,197.44	3,197.44
Victory RS	92647Q363	0.000	12/16/2020	N/A	0.00	0.00	45,540.35	45,540.35
Harbor Capital Appreciation	411512528	0.000	12/17/2020	N/A	0.00	0.00	74,953.12	74,953.12
iShares SP500	464287408	0.000	12/18/2020	N/A	0.00	0.00	2,374.14	2,374.14
Dodge & Cox Stock Fund	256219106	0.000	12/18/2020	N/A	0.00	0.00	37,363.19	37,363.19
iShares Russell Mid Cap	464287499	0.000	12/18/2020	N/A	0.00	0.00	2,644.09	2,644.09
Vanguard Growth & Income	921913208	0.000	12/21/2020	N/A	0.00	0.00	15,391.33	15,391.33
Vanguard Growth & Income	921913208	0.000	12/21/2020	N/A	0.00	0.00	128,793.89	128,793.89
Dodge & Cox Stock Fund	256219106	0.000	12/21/2020	N/A	0.00	0.00	2,506.35	2,506.35
Dodge & Cox International	256206103	0.000	12/21/2020	N/A	0.00	0.00	7,935.03	7,935.03
Vanguard Growth & Income	921913208	0.000	12/22/2020	N/A	0.00	0.00	23,309.84	23,309.84
Undiscovered	904504479	0.000	12/22/2020	N/A	0.00	0.00	5,455.13	5,455.13
Hartford Schroders	41665X859	0.000	12/30/2020	N/A	0.00	0.00	9,444.81	9,444.81
Vanguard Real Estate	922908553	0.000	12/30/2020	N/A	0.00	0.00	2,877.39	2,877.39
Doubeline Core Fix Income	258620301	0.000	12/31/2020	N/A	0.00	0.00	2,799.70	2,799.70
Sub Total / Average Dividend					0.00	0.00	546,993.56	546,993.56

Sell

iShares SP500	464287408	0.000	10/5/2020	N/A	94.00	10,762.29	0.00	10,762.29
Vanguard Real Estate	922908553	0.000	10/5/2020	N/A	106.00	8,713.03	0.00	8,713.03
iShares Russell Mid Cap	464287499	0.000	10/5/2020	N/A	732.00	43,334.90	0.00	43,334.90
DFA Large Cap	233203868	0.000	10/6/2020	N/A	315.87	6,914.42	0.00	6,914.42
Pimco Total Return Fund	693390700	0.000	10/6/2020	N/A	3,681.32	40,200.05	0.00	40,200.05
PGIM Total Return Bond	74440B884	0.000	10/6/2020	N/A	2,402.09	35,671.09	0.00	35,671.09
MFS International	552746356	0.000	10/6/2020	N/A	195.29	7,561.63	0.00	7,561.63
Doubeline Core Fix Income	258620301	0.000	10/6/2020	N/A	3,595.78	40,380.58	0.00	40,380.58
Hartford Schroders	41665X859	0.000	12/7/2020	N/A	3,350.29	66,570.20	0.00	66,570.20
iShares SP500	464287408	0.000	12/7/2020	N/A	28.00	3,560.77	0.00	3,560.77
Vanguard Growth & Income	921913208	0.000	12/7/2020	N/A	145.37	14,161.75	0.00	14,161.75

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
DFA Large Cap	233203868	0.000	12/7/2020	N/A	780.57	19,108.33	0.00	19,108.33
Undiscovered	904504479	0.000	12/7/2020	N/A	2,034.17	129,474.98	0.00	129,474.98
Dodge & Cox Stock Fund	256219106	0.000	12/7/2020	N/A	460.71	92,749.94	0.00	92,749.94
Columbia Contrarian Fund	19766M709	0.000	12/7/2020	N/A	895.31	29,446.88	0.00	29,446.88
Dodge & Cox International	256206103	0.000	12/7/2020	N/A	1,303.51	57,615.10	0.00	57,615.10
Victory RS	92647Q363	0.000	12/7/2020	N/A	246.47	26,631.08	0.00	26,631.08
iShares Russell Mid Cap	464287499	0.000	12/7/2020	N/A	357.00	23,976.41	0.00	23,976.41
Vanguard Short Term	922031836	0.000	12/9/2020	N/A	2,478.88	27,292.46	0.00	27,292.46
Sub Total / Average Sell					23,202.63	684,125.89	0.00	684,125.89

Mesa Water District
Monthly Treasurer's Status Report on Investments
As of 11/30/2020



Investments are in compliance with the Investment Policy adopted as Resolution 1506 of the Mesa Water District Board of Directors. The liquidity of investments will meet cash flow needs for the next six months except under unforeseen catastrophic circumstances.

Investments	Maturity Date	Days to Maturity	YTM@Cost	Cost Value	% of Portfolio	Policy % Limit	Market Value
Local Agency Investment Fund (LAIF)	Liquid	1	0.58%	1,079.66	0.00%	No Limit	1,079.66
Orange County Investment Pool (OCIP)	Liquid	1	0.84%	2,813,470.18	7.59%	No Limit	2,813,470.18
Miscellaneous Cash (Petty, Emergency, etc.)	Liquid	1	0.00%	14,000.00	0.04%	N/A	14,000.00
US Bank Custody Account							
Negotiable Certificate of Deposit	Various	991	1.68%	10,113,000.00	28.21%	30.00%	10,451,364.66
US Agency Bonds	Various	1,170	1.02%	11,913,858.24	32.43%	No Limit	12,014,836.46
Sub Total / Average		1,087	1.32%	22,026,858.24			22,466,201.12
US Bank Custody Account							
US Bank Custody Account	Liquid	1	0.01%	24,413.45	0.07%	No Limit	24,413.45
Union Bank Account	Liquid	1	0.45%	1,448,791.28	3.91%	No Limit	1,448,791.28
Pacific Premier Bank	Liquid	1	0.00%	10,278,837.95	27.75%	No Limit	10,278,837.95
Total / Average		659	0.88%	\$ 36,607,450.76	100.00%		\$ 37,046,793.64

PARS OPEB & Pension Trust	Monthly Rate of Return	Cost Value	Market Value
Public Agency Retirement Services (PARS)			
Capital Appreciation HighMark PLUS Fund			
OPEB	10.22%	1,438,081.42	1,782,645.14
Pension Trust	10.27%	12,264,173.79	14,876,441.03
		\$ 13,702,255.21	\$ 16,659,086.17

Local Agency Investment Fund (LAIF)

LAIF includes funds designated for allocation of working capital cash to reserves, working capital cash and advances for construction. LAIF market value on Monthly Treasurer's Status Report on Investments for months between quarters is the dollar amount invested times the fair market value Fair Value factor of prior quarter end. The general ledger LAIF carrying value reflects market value (unrealized gains and losses) only at fiscal year end. LAIF provides the Fair Value factor as of March 31, June 30, September 30 and December 31 each year. LAIF market value on this report is based on the September 2020 Fair Value Factor of 1.004114534.

Orange County Treasurer's Investment Pool (OCIP)

The MY 2020 net asset value factor is estimated at 1.00, and the interest rate is the Monthly Net Yield.

Weighted Average Return

Mesa Water® Funds | 0.88%

Benchmark: 3 Month Treasury Bill - November 2020 | 0.09 %

Weighted Average Maturity

Years | 1.8

Days to Maturity | 659

PARS OPEB & Pension Trust Benchmark - S & P 500 Index

1 Month | 10.75 %

Mesa Water District
 Transactions Summary
 Monthly Treasurer's Status Report - Investment Activity
 Group By: Action
 Portfolio / Report Group: US Bank | Custodian Statement
 Begin Date: 10/31/2020, End Date: 11/30/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buy								
FFCB 0.27 11/3/2023-22	3133EMFN7	0.200	11/3/2020	11/3/2023	250,000.00	250,523.25	0.00	250,523.25
FNMA 0.375 8/25/2025	3135G05X7	0.440	11/12/2020	8/25/2025	250,000.00	249,231.00	195.31	249,426.31
FHLMC 0.3 11/13/2023-22	3134GXAY0	0.244	11/13/2020	11/13/2023	250,000.00	250,417.50	0.00	250,417.50
FNMA 0.56 11/17/2025-22	3135GA2Z3	0.540	11/17/2020	11/17/2025	325,000.00	325,322.73	0.00	325,322.73
FNMA 0.58 11/25/2025-22	3135GA5E7	0.499	11/30/2020	11/25/2025	250,000.00	250,983.75	20.14	251,003.89
Sub Total / Average Buy					1,325,000.00	1,326,478.23	215.45	1,326,693.68
Called								
Anchor D Bank OK 1.15 4/29/2025-20	033034AN9	0.000	11/29/2020	4/29/2025	249,000.00	249,000.00	0.00	249,000.00
Sub Total / Average Called					249,000.00	249,000.00	0.00	249,000.00

Mesa Water District
Date To Date
Monthly Interest | Received
Report Format: By Transaction
Group By: Asset Category
Portfolio / Report Group: Report Group | Treasurer's Report
Begin Date: 10/31/2020, End Date: 11/30/2020

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
LAIF Policy - No Limit							
	LGIP0012	6/30/2010	N/A	N/A	1,079.66	0.00	0.00
Sub Total/Average					1,079.66	0.00	0.00
Orange County LGIP - OCIP Policy - No Limit							
	LGIP9LC	9/30/2011	N/A	N/A	2,813,470.18	2,588.93	0.00
Sub Total/Average					2,813,470.18	2,588.93	0.00
Miscellaneous Cash (Petty Emergency)							
	CASH	6/30/2015	N/A	N/A	14,000.00	0.00	0.00
Sub Total/Average					14,000.00	0.00	0.00
Negotiable CD							
First Technology CU CA 1.75 6/30/2021	33715LAD2	6/30/2016	6/30/2021	1.750	247,000.00	0.00	0.00
Wells Fargo SD 1.6 8/3/2021	9497486Z5	8/3/2016	8/3/2021	1.600	247,000.00	335.65	0.00
Privatebank and Trust IL 1.5 8/30/2021	74267GVM6	8/29/2016	8/30/2021	1.500	247,000.00	0.00	0.00
Mercantil Commerce Bank FL 1.65 9/28/2021	58733ADJ5	9/28/2016	9/28/2021	1.650	247,000.00	0.00	0.00
Countryside Federal CU NY 1.65 10/28/2021	22239MAL2	10/28/2016	10/28/2021	1.650	247,000.00	346.14	0.00
Beneficial Mutual Savings PA 1.55 11/16/2021	08173QBU9	11/16/2016	11/16/2021	1.550	247,000.00	1,929.98	0.00
Bank of Baroda 1.85 11/23/2021	06062QXG4	11/23/2016	11/23/2021	1.850	247,000.00	2,303.53	0.00
Business Bank MO 2 1/20/2022	12325EHH8	1/20/2017	1/20/2022	2.000	247,000.00	419.56	0.00
First National Bank MI 2 1/20/2022	32110YJT3	1/20/2017	1/20/2022	2.000	201,000.00	341.42	0.00
Franklin Synergy Bank TN 2 1/31/2022	35471TCV2	1/31/2017	1/31/2022	2.000	247,000.00	406.03	0.00
Synchrony Bank UT 2.3 2/24/2022	87165FPA6	2/24/2017	2/24/2022	2.300	247,000.00	0.00	0.00
Capital One Bank VA 2.3 3/1/2022	140420Y53	3/1/2017	3/1/2022	2.300	247,000.00	0.00	0.00
State Bank India NY 2.35 3/14/2022	856284V1	3/14/2017	3/14/2022	2.350	247,000.00	0.00	0.00
Amercian Express 2.45 4/5/2022	02587DN38	4/5/2017	4/5/2022	2.450	247,000.00	0.00	0.00
Ally Bank UT 1.85 10/24/2022	02007GML4	10/24/2019	10/24/2022	1.850	247,000.00	0.00	0.00
Preferred Bank CA 0.25 7/17/2023	740367LV7	7/17/2020	7/17/2023	0.250	249,000.00	52.87	0.00
Merrick Bank UT 3 7/31/2023	59013J6G9	1/30/2019	7/31/2023	3.000	249,000.00	634.44	0.00
Enterprise Bank & Trust 1.75 11/8/2023	29367SJR6	11/8/2019	11/8/2023	1.750	249,000.00	370.09	0.00

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
Raymond James Bank 1.75 11/8/2023	75472RAH4	11/8/2019	11/8/2023	1.750	247,000.00	2,179.01	0.00
Third Federal Savings 1.75 11/13/2023	88413QCJ5	11/12/2019	11/13/2023	1.750	247,000.00	2,179.01	0.00
Marlin Business Bank UT 1.7 12/4/2023	57116ATG3	12/2/2019	12/4/2023	1.700	249,000.00	359.52	0.00
Goldman Sachs NY 3.3 1/16/2024	38148P4E4	1/16/2019	1/16/2024	3.300	245,000.00	0.00	0.00
Bankwell Bank CT 0.35 1/30/2024	06654BCM1	7/30/2020	1/30/2024	0.350	249,000.00	0.00	0.00
Morgan Stanley UT 3.05 1/31/2024	61690UDV9	1/31/2019	1/31/2024	3.050	246,000.00	0.00	0.00
Morgan Stanley NY 3.05 1/31/2024	61760AVF3	1/31/2019	1/31/2024	3.050	246,000.00	0.00	0.00
Enerbank UT 1.15 4/29/2024	29278TNY2	4/29/2020	4/29/2024	1.150	249,000.00	243.20	0.00
First Freedom Bank 1.1 4/30/2024	32027BAM9	4/30/2020	4/30/2024	1.100	249,000.00	232.63	0.00
Capital One VA 2.65 5/22/2024	14042RLP4	5/22/2019	5/22/2024	2.650	246,000.00	3,286.29	0.00
Eaglebank MD 2.5 5/24/2024	27002YEN2	5/24/2019	5/24/2024	2.500	249,000.00	528.70	0.00
Farm Bureau Bank NV 0.25 7/9/2024	307660LK4	10/9/2020	7/9/2024	0.250	249,000.00	52.87	0.00
Sallie Mae Bank UT 1.9 10/16/2024	7954504P7	10/17/2019	10/16/2024	1.900	247,000.00	0.00	0.00
Celtic Bank UT 1.65 10/23/2024	15118RSV0	10/23/2019	10/23/2024	1.650	249,000.00	348.94	0.00
Garnett State Bank 1.7 11/19/2024	366526AW1	11/19/2019	11/19/2024	1.700	249,000.00	359.52	0.00
Citizens State Bank 1.7 11/22/2024	176688CR8	11/22/2019	11/22/2024	1.700	249,000.00	359.52	0.00
BMO Harris Bank IL 0.5 3/28/2025-20	05600XAY6	9/28/2020	3/28/2025	0.500	249,000.00	0.00	0.00
First Commercial Bank MS 0.3 3/31/2025	31984GFK0	9/30/2020	3/31/2025	0.300	249,000.00	63.44	0.00
Anchor D Bank OK 1.15 4/29/2025-20	033034AN9	4/29/2020	4/29/2025	1.150	0.00	243.20	0.00
Flagstar Bank MI 1.25 4/30/2025	33847E3A3	4/30/2020	4/30/2025	1.250	248,000.00	0.00	0.00
Apex Bank TN 0.95 5/8/2025	03753XBK5	5/8/2020	5/8/2025	0.950	249,000.00	200.91	0.00
Seattle Bank WA 0.75 6/2/2025-20	81258PKJ1	6/2/2020	6/2/2025	0.750	249,000.00	158.61	0.00
Medallion Bank UT 0.6 7/15/2025	58404DHM6	7/15/2020	7/15/2025	0.600	249,000.00	126.89	0.00
BMW Bank UT 0.5 9/25/2025	05580AXF6	9/25/2020	9/25/2025	0.500	249,000.00	0.00	0.00
Sub Total/Average					10,113,000.00	18,061.97	0.00

US Agency - No Limit

FHLB 2 11/10/2021-18	3130A9S44	11/10/2016	11/10/2021	2.000	750,000.00	7,500.00	0.00
FNMA 1.875 4/5/2022	3135G0T45	3/23/2020	4/5/2022	1.875	500,000.00	0.00	0.00
FNMA 1.375 9/6/2022	3135G0W33	11/8/2019	9/6/2022	1.375	500,000.00	0.00	0.00
FHLB 3 12/9/2022	3130AFE78	1/9/2019	12/9/2022	3.000	1,000,000.00	0.00	0.00
FFCB 2.125 6/5/2023	3133EKPT7	11/8/2019	6/5/2023	2.125	500,000.00	0.00	0.00
FHLMC 0.375 7/14/2023-22	3134GV5F1	7/14/2020	7/14/2023	0.375	250,000.00	0.00	0.00
FHLMC 0.5 8/28/2023-21	3134GVXS2	5/28/2020	8/28/2023	0.500	249,000.00	622.50	0.00
FAMC 3.05 9/19/2023	3132X06C0	1/9/2019	9/19/2023	3.050	500,000.00	0.00	0.00
FFCB 0.25 9/21/2023-22	3133EMAM4	9/24/2020	9/21/2023	0.250	500,000.00	0.00	0.00
FHLMC 0.4 10/23/2023-21	3134GV6D5	7/23/2020	10/23/2023	0.400	250,000.00	0.00	0.00
FFCB 0.27 11/3/2023-22	3133EMFN7	11/3/2020	11/3/2023	0.270	250,000.00	0.00	0.00
FHLMC 0.3 11/13/2023-22	3134GXAY0	11/13/2020	11/13/2023	0.300	250,000.00	0.00	0.00

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Coupon Rate	Ending Face Amount/Shares	Interest/Dividends	Sell Accrued Interest
FFCB 0.8 4/22/2024-21	3133ELXC3	4/22/2020	4/22/2024	0.800	750,000.00	0.00	0.00
FHLMC 0.5 5/20/2024-22	3134GVXR4	5/21/2020	5/20/2024	0.500	500,000.00	1,250.00	0.00
FAMC 2.15 6/5/2024	31422BGA2	11/8/2019	6/5/2024	2.150	500,000.00	0.00	0.00
FHLMC 0.45 7/8/2024-22	3134GV4S4	7/13/2020	7/8/2024	0.450	750,000.00	0.00	0.00
FHLMC 0.35 9/30/2024-22	3134GWVM5	9/30/2020	9/30/2024	0.350	250,000.00	0.00	0.00
FFCB 1.3 3/24/2025-21	3130AJF95	3/24/2020	3/24/2025	1.300	750,000.00	0.00	0.00
Baycoast Bank MA 0.9 3/31/2025	072727BG4	3/31/2020	3/31/2025	0.900	248,000.00	0.00	0.00
FHLMC 0.85 4/29/2025-21	3134GVPK8	5/1/2020	4/29/2025	0.850	500,000.00	0.00	0.00
FHLMC 0.7 5/13/2025-21	3134GVSY5	5/13/2020	5/13/2025	0.700	500,000.00	1,750.00	0.00
FNMA 0.375 8/25/2025	3135G05X7	11/12/2020	8/25/2025	0.375	250,000.00	0.00	0.00
FHLMC 0.4 9/30/2025-21	3134GWVP8	9/30/2020	9/30/2025	0.400	250,000.00	0.00	0.00
FNMA 0.54 11/3/2025-22	3135GA2G5	10/30/2020	11/3/2025	0.540	500,000.00	0.00	0.00
FNMA 0.56 11/17/2025-22	3135GA2Z3	11/17/2020	11/17/2025	0.560	325,000.00	0.00	0.00
FNMA 0.58 11/25/2025-22	3135GA5E7	11/30/2020	11/25/2025	0.580	250,000.00	0.00	0.00
Sub Total/Average					11,822,000.00	11,122.50	0.00
US Bank Custody							
Bank Pending Trades Cash US	CASH6500	10/31/2020	N/A	N/A	0.00	0.00	0.00
Bank Custodian MM	MM65000	7/31/2020	N/A	N/A	24,413.45	8.30	0.00
Sub Total/Average					24,413.45	8.30	0.00
Union Bank Accounts							
	MM2110	11/30/2013	N/A	N/A	1,448,791.28	0.00	0.00
Sub Total/Average					1,448,791.28	0.00	0.00
Pacific Premier Bank							
	CASH0831	5/28/2020	N/A	N/A	10,278,837.95	0.00	0.00
Sub Total/Average					10,278,837.95	0.00	0.00
Total / Average					36,515,592.52	31,781.70	0.00

Mesa Water District
Portfolio Holdings
Investment Report | PARS Trust
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Average By: Market Value
Portfolio / Report Group: PARS OPEB Trust
As of 11/30/2020

Description	CUSIP/Ticker	Security Type	Face Amount/Shares	Cost Value	Market Value
PARS OPEB Trust					
Columbia Contrarian Fund	19766M709	Mutual Fund	4,701.47	112,759.51	151,386.59
DFA Large Cap	233203868	Mutual Fund	3,404.78	70,495.70	81,407.93
Dodge & Cox International	256206103	Mutual Fund	1,318.11	49,435.61	55,768.48
Dodge & Cox Stock Fund	256219106	Mutual Fund	605.96	104,469.84	117,102.74
Doubeline Core Fix Income	258620301	Mutual Fund	9,994.84	109,751.02	112,941.37
Harbor Capital Appreciation	411512528	Mutual Fund	690.31	48,438.49	77,066.44
Hartford Schroders	41665X859	Mutual Fund	6,311.99	97,107.29	118,539.53
iShares Russell Mid Cap	464287499	Mutual Fund	1,412.00	23,002.72	92,782.52
iShares SP500	464287408	Mutual Fund	365.00	45,365.99	45,493.60
MFS International	552746356	Mutual Fund	1,223.79	35,771.99	50,015.82
PGIM Total Return Bond	74440B884	Mutual Fund	7,586.41	111,102.75	114,250.52
Pimco Total Return Fund	693390700	Mutual Fund	10,308.54	108,070.81	113,084.60
Price T Rowe Growth	741479406	Mutual Fund	799.40	50,470.74	77,285.80
Undiscovered	904504479	Mutual Fund	1,259.04	71,958.41	75,694.14
US Bank PARS - OPEB Trust MM	MM4900	Money Market	15,228.38	15,228.38	15,228.38
Vanguard Growth & Income	921913208	Mutual Fund	3,546.12	256,256.69	338,443.30
Vanguard Real Estate	922908553	Mutual Fund	242.00	20,413.20	20,328.00
Vanguard Short Term	922031836	Mutual Fund	5,300.70	56,861.32	58,360.35
Victory RS	92647Q363	Mutual Fund	642.76	51,120.96	67,465.03
Sub Total / Average PARS OPEB Trust			74,941.60	1,438,081.42	1,782,645.14
Total / Average			74,941.60	1,438,081.42	1,782,645.14

Mesa Water District
Portfolio Holdings
Investment Report | PARS Trust
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Average By: Market Value
Portfolio / Report Group: PARS Pension Trust
As of 11/30/2020

Description	CUSIP/Ticker	Security Type	Face Amount/Shares	Cost Value	Market Value
PARS Pension Trust					
Columbia Contrarian Fund	19766M709	Mutual Fund	39,585.26	1,014,499.98	1,274,645.06
DFA Large Cap	233203868	Mutual Fund	28,666.85	597,222.34	685,424.40
Dodge & Cox International	256206103	Mutual Fund	11,099.84	462,455.28	469,634.06
Dodge & Cox Stock Fund	256219106	Mutual Fund	5,102.11	948,448.49	985,981.02
Doubeline Core Fix Income	258620301	Mutual Fund	84,152.75	920,088.47	950,924.63
Harbor Capital Appreciation	411512528	Mutual Fund	5,812.41	423,568.90	648,898.72
Hartford Schroders	41665X859	Mutual Fund	53,151.30	817,183.64	998,183.16
iShares Russell Mid Cap	464287499	Mutual Fund	11,881.00	98,626.03	780,700.51
iShares SP500	464287408	Mutual Fund	3,066.00	387,130.53	382,146.24
MFS International	552746356	Mutual Fund	10,303.79	341,881.46	421,113.68
PGIM Total Return Bond	74440B884	Mutual Fund	63,553.13	924,957.73	957,110.43
Pimco Total Return Fund	693390700	Mutual Fund	86,462.52	895,493.14	948,493.00
Price T Rowe Growth	741479406	Mutual Fund	6,730.95	449,991.32	650,742.74
Undiscovered	904504479	Mutual Fund	10,603.35	626,416.20	637,475.97
US Bank PARS - Pension Trust MM	MM4901	Money Market	6,610.55	6,610.55	6,610.55
Vanguard Growth & Income	921913208	Mutual Fund	29,858.35	2,284,357.63	2,849,683.20
Vanguard Real Estate	922908553	Mutual Fund	2,033.00	164,640.99	170,772.00
Vanguard Short Term	922031836	Mutual Fund	44,483.59	476,208.02	489,762.55
Victory RS	92647Q363	Mutual Fund	5,412.86	424,393.09	568,139.11
Sub Total / Average PARS Pension Trust			508,569.61	12,264,173.79	14,876,441.03
Total / Average			508,569.61	12,264,173.79	14,876,441.03

Mesa Water District
 Transactions Summary
 PARS Monthly Treasurer's Status Report - Investment Activity
 Group By: Action
 Portfolio / Report Group: PARS OPEB Trust
 Begin Date: 10/31/2020, End Date: 11/30/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buy								
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	17.874	196.08	0.00	196.08
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	18.458	277.98	0.00	277.98
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	8.988	98.96	0.00	98.96
Sub Total / Average Buy					45.32	573.02	0.00	573.02
Dividend								
Doubeline Core Fix Income	258620301	0.000	11/2/2020	N/A	0.00	0.00	272.59	272.59
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	0.00	0.00	196.08	196.08
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	0.00	0.00	277.98	277.98
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	0.00	0.00	98.96	98.96
Sub Total / Average Dividend					0.00	0.00	845.61	845.61
Interest								
US Bank PARS - OPEB Trust MM	MM4900	0.000	11/30/2020	N/A	0.00	0.00	0.76	0.76
Sub Total / Average Interest					0.00	0.00	0.76	0.76

Mesa Water District
 Transactions Summary
 PARS Monthly Treasurer's Status Report - Investment Activity
 Group By: Action
 Portfolio / Report Group: PARS Pension Trust
 Begin Date: 10/31/2020, End Date: 11/30/2020

Description	CUSIP/Ticker	YTM @ Cost	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Dividend								
Doubeline Core Fix Income	258620301	0.000	11/2/2020	N/A	0.00	0.00	2,295.07	2,295.07
Pimco Total Return Fund	693390700	0.000	11/30/2020	N/A	0.00	0.00	1,647.54	1,647.54
PGIM Total Return Bond	74440B884	0.000	11/30/2020	N/A	0.00	0.00	2,334.66	2,334.66
Vanguard Short Term	922031836	0.000	11/30/2020	N/A	0.00	0.00	831.95	831.95
Sub Total / Average Dividend					0.00	0.00	7,109.22	7,109.22
Interest								
US Bank PARS - Pension Trust MM	MM4901	0.000	11/2/2020	N/A	0.00	0.00	4.67	4.67
Sub Total / Average Interest					0.00	0.00	4.67	4.67



MONTHLY COMMITTEE

Major Staff Projects

Title	Comments	Status
Human Resource Information System/Payroll System	Human Resource Information System/Payroll System	In Process
Invoice Cloud	Invoice Cloud (New Billing System)	In Process



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Stacy Taylor, Water Policy Manager
DATE: January 26, 2021
SUBJECT: State Advocacy Update

RECOMMENDATION

Receive and file the State Advocacy Update.

STRATEGIC PLAN

Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION/DISCUSSION

This item is provided at the monthly Board of Directors Committee meeting.

DISCUSSION

An updated State Advocacy report will be provided at the January 26, 2021 meeting.

FINANCIAL IMPACT

In Fiscal Year 2021, \$175,000 is budgeted for Support Services; \$96,390 has been spent to date.

ATTACHMENTS

None.



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Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Stacy Taylor, Water Policy Manager
DATE: January 26, 2021
SUBJECT: Orange County Update

RECOMMENDATION

Receive and file the Orange County Update.

STRATEGIC PLAN

Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION/DISCUSSION

This item is provided at the monthly Board of Directors Committee meeting.

DISCUSSION

Mesa Water District's (Mesa Water®) government relations program includes monitoring local and regional political issues and policy-setting authorities (i.e., County of Orange, Orange County Local Agency Formation Commission, etc.). An updated Orange County report will be provided at the January 26, 2021 meeting.

FINANCIAL IMPACT

In Fiscal Year 2021, \$175,000 is budgeted for Support Services; \$96,390 has been spent to date.

ATTACHMENTS

None.



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Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Celeste Carrillo, Public Affairs Coordinator
DATE: January 26, 2021
SUBJECT: Outreach Update

RECOMMENDATION

Receive and file the Outreach Update.

STRATEGIC PLAN

Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION/DISCUSSION

This item is provided at the monthly Board of Directors Committee meeting.

DISCUSSION

Mesa Water District's (Mesa Water®) outreach program aims to connect Mesa Water with its constituents in order to achieve Goal #4 of the Board of Directors' (Board) Strategic Plan. Outreach activities are also designed to achieve the Strategic Plan goals related to customer service and/or regional water issues involvement by educating and informing the District's constituents about Mesa Water, water issues, and water in general. Mesa Water's constituents include external audiences, such as customers, community members, elected officials, industry colleagues, media, water districts and special districts – as well as internal audiences, such as staff, retirees and Board members.

Upcoming Fiscal Year 2021 Events

No Upcoming Events

The benefits of Mesa Water's outreach program include:

- Informing constituents about Southern California's perpetual drought, the historical drought facing California, and the importance of developing local and cost-effective sources of safe, reliable water for Mesa Water's service area and the region at large;
- Educating constituents about the importance of water and water stewardship, in order to sustain Southern California's population, quality of life, business, and economy;
- Educating constituents about Mesa Water's stewardship of ratepayer funds and financial responsibility to fund, invest in, and save for the current and future provision of safe and reliable water for the District's service area;
- Informing constituents of the District's infrastructure improvements to ensure water quality and water reliability for its service area;



- Learning from constituents and evolving as a well-informed Board of Directors;
- Promoting water use efficiency to Mesa Water's customers and community members to help them save water, money, and the environment;
- Ensuring, for public health and safety reasons, that Mesa Water customers and community members identify the District as their water provider and as the source of information about water in emergency situations;
- Supporting Mesa Water's service area as an actively involved participant in programs that provide added value and benefits to the community;
- Informing the media of Mesa Water's activities that benefit the District's customers and community;
- Empowering Mesa Water's Board and staff with information that will help them provide the best possible service to the District's customers and community members; and,
- Strengthening Mesa Water's industry relations to provide opportunities for improving the District's business and operations -- including the areas of financial and human resources strength, infrastructure and technological innovation, and setting/supporting policies that have a positive impact on Mesa Water's service area -- so that the District can continue to provide safe, high-quality, reliable, and affordable water to its customers.

FINANCIAL IMPACT

In Fiscal Year 2021, \$595,330 is budgeted for the District's Public Affairs department expenses; \$302,765 has been spent to date.

ATTACHMENTS

None.



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 26, 2021
SUBJECT: Santa Ana River Conservation and Conjunctive Use Program Agreement

RECOMMENDATION

Recommend that the Board of Directors approve the Contract Between Orange County Water District and Mesa Water District Regarding Construction of Wells for Santa Ana River Conservation and Conjunctive Use Program, and authorize execution of the contract.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

None.

BACKGROUND

The Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) is a regional program established by the Santa Ana Watershed Project Authority (SAWPA) member agencies, including Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (Valley District), Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), and Western Municipal Water District (WMWD). SARCCUP will provide up to 36,000 acre-feet per year of wet-year stored water in the Orange County Groundwater Basin (Basin). SARCCUP may require up to 12,000 acre-feet per year of the wet-year stored water to be pumped from the Basin in years when it is needed to fill water supply shortages.

SARCCUP is partially funded by a \$55MM Proposition 84 (Prop. 84) grant. The Prop. 84 grant includes \$7,878,700 in funding to OCWD for additional pumping capacity in the Basin. OCWD is using the grant to partially fund five new production wells, including Mesa Water District's (Mesa Water) Croddy Well No. 14. Other agencies participating include East Orange County Water District, and the Cities of Fullerton, Orange, and Tustin. The \$7,878,700 grant is being divided equally among the participants. Mesa Water's share of the grant is \$1,575,140.

DISCUSSION

The terms of the Prop. 84 grant are outlined in the attached Contract Between OCWD and Mesa Water Regarding the Construction of Wells for Santa Ana River Conservation and Conjunctive Use Program Water Bank (Contract), which also references the terms outlined in Proposition 85's Integrated Regional Water Management Program (IRWMP) Implementation Grant Funding Contract between SAWPA and OCWD.



LEGAL REVIEW

Mesa Water's Legal Counsel has reviewed the Contract and recommends Board approval, noting that the terms of the grant require Mesa Water to do the following:

- Indemnify OCWD and SAWPA; the Indemnity clause is not reciprocal;
- Provide well construction plans to OCWD to submit to SAWPA;
- During construction, install a sign at a prominent location on the site, which includes a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, and Department of Water Resources. Logos for SAWPA and One Water One Watershed must be included on the sign;
- Submit invoices to OCWD for submission to SAWPA for a maximum reimbursement of \$1,575,140 in grant funding to be applied to well construction and equipping. Mesa Water will be required to show a 50/50 cost share of grant funding;
- Provide OCWD with budgeting documents and other reports pertaining to the well and its overall groundwater pumping capacity or operations;
- During construction, adhere to OCWD's Prop. 84 Labor Compliance Agreement;
- Allow site access to OCWD, SAWPA, and Department of Water Resources (DWR) representatives; and
- Make a good faith effort to use the grant-funded well when requested by OCWD. Mesa Water may be obligated to pay the Basin Equity Assessment (BEA) if total water pumped exceeds the Basin Pumping Percentage (BPP).

Legal Counsel believes the grant terms are reasonable and can be adhered to by Mesa Water.

Staff recommends that the Board of Directors approve the Contract Between Orange County Water District and Mesa Water District Regarding Construction of Wells for Santa Ana River Conservation and Conjunctive Use Program, and authorize execution of the contract.

FINANCIAL IMPACT

Drilling and equipping of Croddy Well No.14 is included in the \$15.23MM Wells Program in the District's Capital Improvement Program Renewal (CIPR). The \$1,575,140 in grant funding will be applied for in Fiscal Year 2022.

ATTACHMENTS

Attachment A: Contract Between Orange County Water District and Mesa Water District Regarding the Construction of Wells for Santa Ana River Conservation and Conjunctive Use (SARCCUP) Program Water Bank

**CONTRACT BETWEEN ORANGE COUNTY WATER DISTRICT AND
REGARDING CONSTRUCTION OF WELLS FOR
SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROGRAM
(SARCCUP) WATER BANK**

This CONTRACT BETWEEN ORANGE COUNTY WATER DISTRICT AND _____ REGARDING CONSTRUCTION OF WELLS FOR SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROGRAM WATER BANK (“Program”) is entered into as of _____, 2020 (“Effective Date”), by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and existing pursuant to the Orange County Water District Act, Chapter 924, Stats. 1933, as amended (“Program Agency” or “OCWD”) and the _____, (“Operating Party”) (the Program Agency and the Operating Party are collectively referred to herein as the “Parties”).

RECITALS

A. The Program Agency has entered into an amended agreement with the Santa Ana Watershed Project Authority (“SAWPA”) to receive grant funds from the Department of Water Resources (“DWR”) for the Santa Ana River Conservation and Conjunctive Use Program (“SARCCUP” or “Program”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (such agreement is hereinafter referred to as the “OCWD-SAWPA Subgrantee Agreement”).

B. Pursuant to the terms of the OCWD-SAWPA Subgrantee Agreement, Program Agency may store at least 36,000 acre-feet of water (“Program Stored Water”) from SARCCUP in the Orange County Groundwater Basin (“Basin”) managed by Program Agency and may call upon Operating Party and other groundwater producers (“Producers”) in the Basin to participate in collectively extracting up to 12,000 acre-feet per year of Program Stored Water from the Basin.

C. Extraction of Program Stored Water will be facilitated by, among other things, OCWD potentially raising the Basin Production Percentage (“BPP”), for all Producers in the Basin; however, the setting of the BPP will continue to occur on an annual basis based upon Basin conditions, and future increases of the BPP do not exclude other methods and programs that OCWD could implement to facilitate Operating Parties extracting the Program Stored Water.

D. As part of the Program and based upon the grant funds Program Agency anticipates receiving from DWR, OCWD is providing funding towards the construction (not operations and maintenance costs) of five extraction wells that will assist in producing the Program Stored Water. The wells to be constructed are listed in Exhibit B.

E. The Operating Party desires to participate in the Program, provide a well site, and serve as the operator of one of the five extraction wells (“Program Well”) to be constructed in its service area for the purpose of, among other things, producing Program

Stored Water from the Basin; and,

F. The Operating Party and the Program Agency have heretofore processed, or shall process, necessary documents to comply with the California Environmental Quality Act ("CEQA") with respect to the Program and construction of the Program Well.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and promises contained herein, the Parties hereto hereby agree as follows:

SECTION 1. TERM.

The term of this Contract (hereinafter the "Contract") shall commence as of the Effective Date, and shall expire after 30 years, unless sooner terminated pursuant to the provisions of this Contract, or as a result of actions taken by SAWPA and/or DWR per Section 23 of the OCWD-SAWPA Subgrantee Agreement.

SECTION 2. OBLIGATIONS OF THE PROGRAM AGENCY.

2.1. Fulfillment of the Terms and Conditions of the OCWD-SAWPA Subgrantee Agreement. Pursuant to this Contract, the Program Agency shall fulfill the terms of the OCWD-SAWPA Subgrantee Agreement, as it may be modified from time to time, for as long as such Agreement remains in existence.

2.2. Role as Lead for Labor Compliance. The Program Agency shall act as the lead agency to comply with the applicable Labor Compliance Program requirements described in Section 18 of the DWR-SAWPA Grant Agreement (No. 4600011515). The Operating Party is responsible, at its cost, to meet OCWD's Labor Compliance Program¹ applicable requirements and provide all records to Program Agency where requested by OCWD or otherwise required by this Agreement.

2.3. Grant Reimbursement. The Program Agency will submit invoices and other required documents to SAWPA on a quarterly basis. All funds to be reimbursed to Operating Party are for construction activities only (Category D of Grant). The Program Agency is not responsible for the timing of grant reimbursement from SAWPA or DWR, which could take several months, and Program Agency shall not be responsible to reimburse Operating Party's costs incurred per this Agreement until such time as Program Agency is reimbursed by SAWPA and/or DWR. As mentioned in Section 4 of the OCWD-SAWPA Subgrantee Agreement, work performed after January 17, 2014 is eligible for grant reimbursement and work performed to advance the Project after January 1, 2011 is eligible to be counted towards the local funding match.

¹ OCWD's LCP is attached hereto, and incorporated herein as Exhibit C.

SECTION 3. OBLIGATIONS OF THE OPERATING PARTY.

3.1. Obligations of Operating Party as Condition of Receiving SARCCUP Funds. The Operating Party is required to construct and obtain permitting for one Program Well on land owned or otherwise controlled by Operating Party. Following construction and permitting, Operating Party must properly staff, operate and maintain the SARCCUP funded Program Well as part of its public water system for the duration of this Contract.² Operating Party shall—by virtue of its entry into this Contract—assume all obligations that OCWD has under OCWD-SAWPA Subgrantee Agreement with regard to staffing, operating, maintaining and repairing the Program Well. Operating Party agrees that it shall be solely responsible for the proper operation, maintenance, repair and use of the Program Well per this Contract and Section 9 of the OCWD-SAWPA Subgrantee Agreement, and that Operating Party shall not take actions that cause Program Agency to violate the OCWD-SAWPA Subgrantee Agreement.

3.2. Construction. The Program Well construction plans and specifications will incorporate all mitigation requirements arising out of processing necessary CEQA documents for the Program Well. Construction plans, specifications and any other grant required documents shall be submitted to the Program Agency in a form that can be easily transmitted to SAWPA. All contracts for Program Well construction shall be let by competitive bid procedures that assure award of the contract to the lowest responsible bidder, except as may be otherwise authorized under the enabling authority for the Operating Party and/or the California Public Contract Code, and in accordance with the SAWPA-OCWD Subgrantee Agreement. Operating Party shall be responsible for required signage at each well location and ensuring that construction of the Program Well is completed no later than September 30, 2023 (unless the period for completion is extended by SAWPA and/or DWR). The design and materials utilized for the Program Well shall be consistent with all applicable regulations. Upon completion of the Program Well, the Operating Party shall transmit a written notice of completion to the Program Agency (“Notice of Completion”).

3.3. Invoicing. The Operating Party shall pay the costs of constructing the Program Well and directly related facilities. Invoices and other required documentation for Program Well construction will be submitted to the Program Agency in a format that can be easily transmitted to SAWPA for grant reimbursement. The Operating Party hereby acknowledges that the OCWD-SAWPA Subgrantee Agreement provides grant funding totaling seven million, eight hundred seventy-five thousand, seven hundred dollars (\$7,875,700) to be used towards the construction of five Program Wells that may be constructed by different Operating Parties. Each Operating Party is potentially eligible to receive up to a maximum reimbursement of one million, five hundred seventy-five thousand, one hundred forty dollars (\$1,575,140) in grant funding to be applied to well construction and equipping (Category D of Grant). The Operating Party shall expend an equal amount of its own funds towards well construction and equipping (“Local Match”). Operating Party shall, as a condition of receiving funds from Program

² Periodic shut down of the Program Well by Operating Party is authorized for the reasons listed in Section 9 and Footnote 2 of the OCWD-SAWPA Subgrantee Agreement (as amended).

Agency, demonstrate a minimum 50/50 cost share of grant funding. Should the Local Match be less than the available grant funding per well, funding from Program Agency to Operating Party will be reduced to equal the Local Match.

3.4. Compliance with SARCCUP Agreement. The Operating Party shall comply with all applicable grant requirements described in the DWR-SAWPA Grant Agreement or OCWD-SAWPA Subgrantee Agreement to the same extent as Program Agency would be required to comply with such requirements.

3.5. Program Well Site. The Operating Party is solely responsible for providing a site for the Program Well and for completing all CEQA and other environmental permitting work that may be required to construct and operate the Program Well.

3.6. Ownership and Operation and Maintenance. The Operating Party shall own the Program Well, and at its sole cost and expense, operate and maintain the Program Well in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted, and otherwise in accordance with industry standards (and applicable standards and requirements of DWR, in its funding capacity under the OCWD-SAWPA Subgrantee Agreement), and as required by the OCWD-SAWPA Subgrantee Agreement. The Operating Party is not responsible for reductions in the Program Well operations resulting from changed groundwater basin water levels.

3.6.1. The Operating Party shall provide for all repairs, renewals, and replacements due to normal wear and tear necessary to the efficient operation of the Program Well during the term of the Contract and shall provide personnel sufficient in numbers and qualifications to operate and maintain the Program Well.

3.6.2. The Operating Party shall promptly provide requested documentation to the Program Agency regarding operation and maintenance of the Program Well, including but not limited to any documentation required under the OCWD-SAWPA Subgrantee Agreement or otherwise requested by DWR and/or SAWPA.

3.6.3. The Operating Party may use the Program Well for all purposes related to Operating Party's normal operations so long as such use does not interfere with the Program and the Operating Party maintains sufficient excess operable production capacity as necessary to meet its Program Stored Water extraction obligations as set forth in Paragraph 3.8 below.

3.7. Reports. The Operating Party shall promptly provide any and all budgeting documents and other reports pertaining to the Program Well and its overall groundwater pumping capacity or operations as may reasonably be required by the Program Agency.

3.7.1. The Operating Party shall retain books, records, and other material concerning the Project Well, and funding thereof, in accordance with generally accepted government accounting standards for a minimum of three (3) years after final payment is made by Program Agency to Operating Party.

3.8. Extraction of Program Stored Water. The Operating Party shall make reasonable and good faith efforts to extract Program Stored Water from the Program Well or any other existing wells operated by Operating Party when requested by Program Agency. The Operating Party shall pay for such produced Program Stored Water based on the sum of the then current Replenishment Assessment, Additional Replenishment Assessment and, if applicable, the Basin Equity Assessment. The extraction of Program Stored Water shall replace imported water the Operating Party was planning to purchase.

3.9. Expiration. The Operating Party's obligations under this Contract shall expire in 30 years unless sooner terminated per this Agreement or per Section 23 of the OCWD-SAWPA Subgrantee Agreement.

SECTION 4. INDEMNIFICATION.

4.1. Program Agency Indemnification Obligation. The Program Agency shall indemnify, defend and hold harmless the Operating Party and its respective officers, agents and employees, from any and all costs, damages, penalties or other liabilities resulting or alleged to result from the sole active negligence or willful misconduct of the Program Agency in the performance of the Program Agency's duties under this Contract.

4.2. Operating Party Indemnification Obligation. The Operating Party shall indemnify, defend and hold harmless the Program Agency and its respective officers, agents and employees, from any and all costs, damages, penalties or other liabilities to the extent resulting or alleged to result from: (a) Operating Party's negligence or willful misconduct; (b) actions/omissions of Operating Party that cause Program Agency to violate the OCWD-SAWPA Subgrantee Agreement, or which cause SAWPA to violate its grant agreement with DWR; (c) contractor claims associated with the Program Well; (d) Operating Party's failure, or alleged failure, to properly comply with CEQA or other environmental laws or regulations. The indemnification obligation described herein shall not arise where liability is caused by Program Agency's sole active negligence or willful misconduct.

4.3. The indemnification provisions set forth in this Section 4 shall survive the termination of the Contract and the OCWD-SAWPA Subgrantee Agreement and continue in full force.

SECTION 5. INSURANCE.

5.1. The Operating Party shall obtain and maintain for the duration of this Contract all of the applicable types of insurance that Program Agency is required to obtain under Section 30 of the OCWD-SAWPA Subgrantee Agreement, in amounts equal to or greater than the amounts specified in this Contract. Each policy shall name the Program Agency, DWR, and SAWPA as additional insureds. The insurance obligations of Operating Party shall include, but are not limited to:

5.1.1. Commercial General Liability. The Operating Party shall procure, pay for and keep in full force and effect and at all times during the term of

this Contract, commercial general liability insurance insuring against liability for personal injury, bodily injury, death and damage to property (including the Program Well) arising from the construction, operation or maintenance of the Program Well, and Operating Party's performance of its obligations under the OCWD-SAWPA Subgrantee Agreement and this Contract. Said insurance shall include coverage in an amount equal to at least Five Million Dollars (\$5,000,000), shall contain "blanket contractual liability" and "broad form property damage" endorsements, and shall name the Program Agency, DWR, and SAWPA as additional insureds.

5.1.2. Worker's Compensation Insurance. Pursuant to Section 3700 of the California Labor Code, the Operating Party shall procure, pay for and keep in full force and effect at all times during the term of the Contract workers' compensation insurance with employer's liability in the amounts required by law with respect to the construction, operation, and maintenance of the Program Well.

5.1.3. Casualty Insurance. The Operating Party shall procure, pay for and keep in full force and effect at all times during the term of this Contract, property casualty insurance (including coverage against damage to or loss of the Program Well by reason of fire, smoke, lightning, flooding, vandalism, malicious mischief and explosion) in an amount equal to the total cost of the construction of the Program Well, which policy shall provide that all proceeds thereunder shall be payable to the Program Agency.

5.1.4 Automobile Liability Insurance. The Operating Party will provide proof of automobile liability insurance as required by the State of California Department of Motor Vehicles with coverage of at least One Million Dollars (\$1,000,000).

5.2. Endorsements. Endorsements evidencing the coverage required in this Contract and showing Program Agency as additional insureds shall be furnished to the Program Agency.

5.3. Deductibles and Self-Insured Retentions. The insurance required by this Contract may contain deductibles or self-insured retentions. The Operating Party shall be solely responsible for any such deductibles and/or self-insured retentions which may be applicable to insurance coverage obtained by the Operating Party.

5.4. The Operating Party may comply with this Section 5 by providing insurance with substantially the same limits of coverage through the California Insurance Pool Authority, the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA") or other like municipal self-insurance pool.

SECTION 6. MISCELLANEOUS.

6.1. Termination Prior to Expiration of Contract.

6.1.1. Material Breach by Operating Party. The Program Agency may terminate this Contract in the event of Operating Party’s material violation of any provision of this Contract upon written notice by Program Agency to Operating Party after the failure by Operating Party to come into compliance within a reasonable time as established by Program Agency and/or SAWPA. In the event of such termination, the Operating Party, upon demand, shall, within 60 days of notification by Program Agency, repay to Program Agency an amount equal to the amount of grant funds disbursed by Program Agency to Operating Party for the Program Well. In the event of termination, prejudgment interest, unless waived by Program Agency, shall accrue on all amounts due from the date that notice of termination is mailed to the Operating Party to the date full repayment is received by Program Agency.

6.1.2. Termination of Funding for Program Well. The Program Agency may terminate this Contract prior to disbursement of funds for the Program Well should SAWPA and/or DWR terminate the “Well Component” funded via DWR Grant Agreement No. 4600011515 and the OCWD-SAWPA Subgrantee Agreement. Upon DWR or SAWPA terminating funding, Program Agency shall not be liable to Operating Party for any damages, costs or expenses resulting from such termination.

6.1.3. Early Termination by Operating Party. The Operating Party may terminate this Contract prior to the conclusion of the 30 year term if the Program Well is never constructed through no fault of Operating Party, or if the Program Well is constructed upon obtaining written permission for early termination from Program Agency, SAWPA and DWR. Program Agency will not unreasonably withhold such permission.

6.2. Notices. Any notice, instrument, payment or document required to be given or delivered under this Contract shall be given or delivered by personal delivery, by facsimile, or by depositing the same in the United States mail depository, first class postage prepaid, and addressed as follows:

If to Program Agency:

Orange County Water District
Box 8300
Fountain Valley, CA 92728-8300
Attn: General Manager

If to Operating Party:

The _____

Attn: _____

or such other address as any party may direct in writing to all of the other Parties. Service of any instrument or document shall be deemed complete upon receipt if delivered personally, or forty-eight (48) hours after deposit of such instrument or document in the United States mail depository, first class postage prepaid and addressed as set forth above.

6.3. Binding Effect. All of the terms, conditions and provisions of this Contract shall inure to the benefit of, and be binding upon, the Parties hereto.

6.4. Counterparts. This Contract may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

6.5. Integration. This Contract, in conjunction with the OCWD-SAWPA Subgrantee Agreement, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Contract.

6.6. Severability. If any term, provision, covenant or condition of this Contract shall be determined invalid, void or unenforceable, then this portion shall be severed and the remainder of this Contract shall not be affected and shall have full force and effect, unless the Parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

6.7. Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

6.8. Interpretation and Governing Law. This Contract shall be governed by the laws of the State of California and construed as if drafted by all the Parties hereto. The headings contained within this Contract are for convenience only and shall have no force or effect in the construction of this Contract.

6.9. Modification. This Contract may not be modified, altered or amended except in writing, signed by authorized officials of the Parties.

6.10. Successors in Interest. Subject to Paragraph 6.13 below, all of the terms, provisions, covenants and obligations contained in this Contract shall be binding upon and inure to the benefit of the respective party provided herein, and its respective successors and assigns.

6.11. No Third-Party Beneficiaries. This Contract is made and entered into for the sole protection and benefit of the Parties. No other person shall have any right of action based upon any provision of this Contract.

6.12. Further Assurances. Each party, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of the Contract, including applicable provisions of the OCWD-SAWPA Subgrantee Agreement which are incorporated herein by reference.

6.13. Assignment. Absent prior written authorization from Program Agency, and if necessary, SAWPA and DWR, no party shall transfer the Contract, in whole or in part, or any of its interests hereunder, to any other person or entity. Any attempt to transfer or assign this Contract, or any privilege hereunder, without such prior written consent, shall be void and confer no right on any person or entity that is not a party to this Contract and shall constitute a material breach of the Contract by the Party seeking to assign without the consent of the other Party. Nothing contained herein shall prevent the Parties from subcontracting for the performance of obligations hereunder, provided, however, no such subcontracting shall relieve the Parties from the performance of obligations required herein.

6.14. Authority to Execute. Each of the persons executing this Contract on behalf of the respective Parties warrants and represents that he or she has the authority to execute this Contract on behalf of that party and warrants and represents that he or she has the authority to bind that respective party to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS:]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed by their authorized officers as of the date first written above.

ATTEST:

By _____
Secretary

ORANGE COUNTY WATER DISTRICT

By _____
General Manager

APPROVED AS TO FORM
Rutan & Tucker, LLP

General Counsel

ATTEST:

By _____
Secretary

THE _____

By _____
City (or General) Manager or Company
President

APPROVED AS TO FORM:

Attorney for

Exhibit A – OCWD-SAWPA Subgrantee Agreement

PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2015 ROUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE

SANTA ANA WATERSHED PROJECT AUTHORITY

AND

ORANGE COUNTY WATER DISTRICT

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and Orange County Water District, (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, Section 79560 et seq. of the Water Code establishes the IRWMP providing approximately \$900 million for local assistance grants to be allocated to projects to protect from drought, improve water quality and improve water security by reducing dependence on imported water; and

WHEREAS, on November 1, 2016, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 IRWMP Implementation Grant Agreement No. 4600011515 ("Grant Agreement") as subsequently amended, attached hereto as **Attachment "A"**, providing that SAWPA would serve as the program manager for the \$64,267,686 in grant funds to be disbursed to the Sub-Grantee and other agencies, consistent with IRWMP and California Environmental Quality Act ("CEQA") requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River Watershed; and

WHEREAS, consistent with the Grant Agreement, SAWPA intends to disburse to the Sub-Grantee a portion of the \$64,267,686 in grant funds for the Santa Ana River Conservation and Conjunctive Use Program ("SARCCUP") Project ("Project") by way of this Contract with the Sub-Grantee. Other agencies implementing the Project are San Bernardino Valley Water District, Eastern Municipal Water District, Orange County Coastkeeper, Inland Empire Utilities Agency, and Western Municipal Water District ("other SARCCUP Sub-Grantees");

WHEREAS, on February 1, 2019, the DWR and SAWPA executed Amendment No. 1 to the Grant Agreement which added the Coastal Plain of Orange County Groundwater Basin as a location for storing water as part of the Project;

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract, the Parties hereby agree to the following:

SECTION 1. PROJECT DESCRIPTION

The Project is a multi-agency, watershed-wide program developing dry-year yield ("DYY") supply by banking wet-year water that also integrates water conservation measures, habitat enhancements, and recreational use. Through the DYY program, the Project will develop an approximately **180,000 acre-foot** ("AF") SARCCUP Conjunctive Use Program ("Program") providing for management and facilities to have the capacity to store and convey through such methods as direct pumping or in lieu transfers approximately 180,000 AF to different water agencies in the Santa Ana River Watershed over a ten year period. Additionally, increased supply for the Santa Ana River Watershed will be made available due to water conservation associated with removing approximately 640 acres of the invasive and heavy

water-using plant Arundo Donax and implementing conservation-based water rates by up to five retail water agencies. To allow the implementation of SARCCUP's Conjunctive Use Program and other water supply projects, approximately **40.5** acres of in-stream riparian habitat will be restored and approximately 3.5 miles of stream habitat will both be created for the benefit of the Santa Ana sucker fish in the Santa Ana River Watershed. One mile of educational hiking trail and approximately **40 acres** (gross) in the form of recharge basins, will be created in the Santa Ana River Watershed. A drought tolerant landscaping maintenance outreach program called **Smartscape** operated by Orange County Coastkeeper/Inland WaterKeeper will also be implemented as needed throughout the Santa Ana River Watershed to support effective water use efficiency.

SECTION 2. SUB-GRANTEE DELIVERABLES

The Sub-Grantee, along with other SARCCUP Sub-Grantees, will finalize a decision support model and take into consideration the Santa Ana River Watershed's hydrology, planned and existing facilities, and groundwater put- and- take scenarios in order to better define agreements and needs for possible future expansion.

The Sub-Grantee, per the Grant agreement, will implement the Program by storing at least **36,000 AF**, or **180,000 AF collectively with other Project Sub-Grantees**, of wet-year water over each ten-year period¹ and through such actions such as direct pumping or in lieu transfers in dry years convey that amount, over the ten year period, to its own customers and other Santa Ana River Watershed water agencies.

The Sub-Grantee will implement the SARCCUP Arundo Component ("Arundo Component") by eradicating approximately **640 acres** of the invasive and heavy water-using plant Arundo Donax just upstream of Prado Dam in Riverside County by utilizing heavy machinery in the floodplain, herbicide and maintenance sweeps by working with its partners.. The Sub-Grantee will also complete a study of the effectiveness of removal of Arundo Dondax in terms of an overall goal of eradicating Arundo Donax from the Santa Ana River Watershed ("Study Component") without seeking reimbursement through this Contract. The Study Component shall be complete before the Sub-Grantee requests grant reimbursement through this Contract.

In order to implement the Program, the Sub-Grantee, along with other SARCCUP Sub-Grantees will execute joint agency **agreement(s)** ("Agreements") that establish the 180,000 AF groundwater bank that the Program will operate.

In order to monitor deliverables, the Sub-Grantee, along with the other SARCCUP Sub-Grantees will implement the **Project Monitoring Plan** as described in Paragraph 21 of the Grant Agreement. The Project Monitoring Plan must be approved by SAWPA and DWR before the Sub-Grantee implements any sampling or monitoring activities. The Sub-Grantee will report on the benefits of the Project based on the Project Monitoring Plan using a final **Project Completion Report** and **Post Performance Reports** described in Section 19 and Section 21 of this Contract.

The Sub-Grantee will provide all other deliverables described in the **Grant Agreement** such as the deliverables listed in Paragraph 15 of the Grant Agreement.

SECTION 3. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement.

¹ Performance subject to California Civil Code 1511(2).

In the event of any inconsistency between this Contract and the Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the Grant Agreement. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the Grant Agreement.

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the "Grantee" under the terms of the Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as "Grantee."

SECTION 4. SUB-GRANTEE'S ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT; LOCAL FUNDING MATCH

The Sub-Grantee's estimated reasonable cost of the Project at the time of SAWPA's and DWR's approval of the Project is **Four Million Four Hundred Twenty Five Thousand Eight Hundred Fifty Eight dollars (\$4,425,858)**. Subject to all of the terms, provisions, and conditions of this Contract, including appropriate invoicing and reporting, and subject to the availability of the grant funds, SAWPA shall reimburse Projects costs from grant funds in a sum not to exceed **One Million Four Hundred Seventy Two Thousand Fifty Seven dollars (\$1,472,057)**. Work performed after **January 17, 2014**, is eligible for grant reimbursement. Per **Exhibit D** of the Grant Agreement, the DWR shall withhold retention. SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR. If actual Project costs exceed the Project's estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedance.

Work performed to advance the Project after **January 1, 2011** is eligible to be counted as the Sub-Grantee's local funding match used to complete the Project.

If the Sub-Grantee proceeds to implement the Project, the final grant amount will be determined in accordance with the provisions of this Contract. If the Sub-Grantee fails or refuses to proceed with or complete construction of the Project, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

Eligible Project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and Project construction. Costs that are not eligible for reimbursement or eligible to be counted as the Sub-Grantee's local funding match are described in Paragraph ten (10) of the Grant Agreement.

Reasonable administrative expenses may be included as eligible project costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reasonable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project.

SECTION 5. SCOPE OF WORK; TASKS

The Scope of Work is described in the Grant Agreement Work Plan. The Sub-Grantee is entirely responsible for the following:

- **Task 8.3.1** – Arundo Donax Removal Design
- **Task 12.3.1** – Arundo Donax Removal

The Sub-Grantee is responsible collectively with the other SARCCUP Sub-Grantees for the completion of the following tasks, which are cooperatively managed among the SARCCUP Sub-Grantees:

- **Task 1** – Project Management
- **Task 2** – Labor Compliance Program
- **Task 3** – Reporting
- **Task 5** – Feasibility Studies.
- **Task 6** – SARCCUP CEQA Documentation.
- **Task 7** – Permitting.
- **Task 9** – Project Monitoring Plan.
- **Task 10** – Construction Contracting.
- **Task 11** – Construction Administration.

The Sub-Grantee understands that time is of the essence, and agree to expeditiously proceed with and complete the Project.

SECTION 6. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement. SAWPA will disburse grant funds received from DWR to Sub-Grantee within 30 days of receipt of grant funds, except as described in Section 15, Withholding of Grant Disbursements. Retention is stipulated in **Exhibit D** of the Grant Agreement.

SECTION 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Contract. The Sub-Grantee shall maintain separate project accounts in accordance with generally accepted government accounting standards and the conditions outlined in Exhibit D of the Grant Agreement.

SECTION 8. TERM

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be the same as the Term of the Grant Agreement as amended, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement.

SECTION 9. COVENANT TO OPERATE AND MAINTAIN PROGRAM AND COMPONENT

The Sub-Grantee shall properly staff, operate and maintain all portions of the Arundo Component and the Program during the Arundo Component's and Program's useful life (per section 20 of the Grant Agreement)

and in accordance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations, provided Sub-Grantee shall not be required to use its own funds to reconstruct or replace the Arundo Component if sites are destroyed or damaged beyond repair resulting from acts of God, wars, or sabotage. In the event that the Sub-Grantee assigns or transfers all or any portions of the Arundo Component and the Program to another entity, the Sub-Grantee shall be responsible to ensure that the assignee or transferee of all or any portions of the Arundo Component and the Program shall properly staff, operate and maintain all portions of the Arundo Component and the Program during its useful life and in compliance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract not to exceed the useful life of the Arundo Component and the Program. The Parties understand and agree that this covenant is for the benefit of SAWPA and DWR and shall be enforceable during the useful life of the Arundo Component and the Program. The Parties agree that the useful life of the Arundo Component is **5 (five)** years from and after Arundo Component completion. The Parties agree that the useful life of the Program is **30 (thirty) years** from and after Project completion, and that the Sub-Grantee's obligations with regard to the Program in this Section are understood to be obligations to work collectively with the other SARCCUP Sub-Grantees. Through the Program's useful life, the Sub-Grantee shall continue to store at least **36,000 AF** or **180,000 AF** collectively with other SARCCUP Sub-Grantees, of wet-year water per ten-year period, and through such actions such as direct pumping or in lieu transfers in dry years convey that amount, in each ten-year period, to its own customers and to other Santa Ana River Watershed water agencies.

The Sub-Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the Arundo Component and the Program, including its construction, implementation, or any significant part or portion thereof, during the useful life of the Arundo Component and the Program without SAWPA's and DWR's prior written approval.

SECTION 10. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Arundo Component and Program referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 11. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Sub-Grantee shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract, the Grant Agreement, CEQA, and the State CEQA Guidelines.

SECTION 12. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

The Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract and/or the Grant Agreement.

During construction of the Arundo Component, the Sub-Grantee shall install a weather-proof sign at the location of the Arundo Component in compliance with **Exhibit D** of the Grant Agreement. In addition to the sign requirements required under **Exhibit D**, the sign shall include the One Water One Watershed logo and the SAWPA logo (all available from SAWPA).

Before it is constructed, the Sub-Grantee shall provide the draft design layout of the sign to SAWPA for approval. Sub-Grantee shall notify SAWPA that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

SECTION 13. CONSTRUCTION ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

- (1) Any substantial change in the scope, budget, or work performed by the Sub-Grantee in implementation of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;
- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least **twenty (20) calendar days** prior to the event.
- (3) Unscheduled cessation of all major construction work on the Arundo Component where such cessation of work is expected to or does continue for a period of **thirty (30) calendar days** or more;
- (4) Any circumstance, combination of circumstances, or condition which is expected to delay Project completion for a period of **ninety (90) calendar days** or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;
- (5) Completion of construction of the Arundo Component and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least **twenty (20) calendar days** prior to final inspection.

SECTION 14. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 15. WITHHOLDING OF GRANT DISBURSEMENTS

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

- (1) The Sub-Grantee has violated, or threatens to violate, any term, provision, condition, or commitment of this Contract;
- (2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project;
or

- (3) The State directs SAWPA to withhold any such grant funds.

SECTION 16. INVOICING

- (A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:
 - (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - (2) Invoices must be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = the total amount claimed). Refer to **Attachment "C"** of this Contract.
 - (3) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount ("Grant Amount") and those costs that represent the local funding match as applicable. State funding cannot be used for local funding match. In each invoice, sufficient evidence (i.e. receipts, copies of checks, timesheets) must be provided for all costs reflective of the Grant Amount and local funding match.
- (B) Invoices also shall include the following information:
 - (1) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
 - (2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
 - (3) Appropriate receipts and documentation that show the total outlays for the Grant Amount and local cost share.

SECTION 17. QUARTERLY PROGRESS REPORTS

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachment "B"** of this Contract. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. Each Quarterly Progress Report shall be delivered to SAWPA within **sixty (60) calendar days** after the close of the reporting period. Quarterly Progress Reports are required until the Project Closeout Documentation is received and submitted to the State.

SECTION 18. RECORDS AND REPORTS

- (A) Without limitation on the requirement that project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:
 - (1) Establish an official Project file that documents all significant actions relative to the Project;

- (2) Establish separate accounts that adequately and accurately itemize and describe all amounts received and expended on the Project, including but not limited to all grant funds received under this Contract;
 - (3) Establish separate accounts that adequately and accurately itemize and describe all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;
 - (4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.
- (B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of **three (3) years** after final payment under the Grant Agreement. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.
 - (C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the Grant Agreement.
 - (D) All documents required or requested to be provided to SAWPA shall be submitted electronically in both the native format (e.g. Microsoft Word, Microsoft Excel, etc.) and PDF. All documents shall be public domain or the property of SAWPA once submitted.
 - (E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and for **three (3) years** after final payment under the Grant Agreement, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

SECTION 19. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

- (A) SAWPA may perform a Project review or otherwise evaluate the Project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The Project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the Project review and evaluation shall be addressed by the Sub-Grantee within **sixty (60) calendar days** of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.

- (B) At least **fifteen (15) calendar days** prior to submission of the final Project invoice, Sub-Grantee shall provide SAWPA the Disposition of Equipment per **Exhibit D** of the Grant Agreement.
- (C) In addition to the documents and deliverables required to be provided by the Grant Agreement, within **seventy five (75) calendar days** after completion of the Project the Sub-Grantee shall provide to SAWPA, a final **Project Completion Report**. The final Project Completion Report shall include, at a minimum, the information required in **Exhibit G** of the Grant Agreement.

The final Project Completion Report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the Project Completion Report as correct.

- (D) SAWPA may call for an audit of financial information relative to the Project, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

SECTION 20. PROJECT CLOSEOUT DOCUMENTATION

To ensure that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 21. POST-PERFORMANCE REPORTS

Post-Performance Reports as described in **Exhibit G** of the Grant Agreement shall be submitted to SAWPA by the Sub-Grantee within **seventy (70) calendar days** after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of **three (3) years** after the completed Project begins operation. The format of the Post Performance Report is outlined in both the Post-Performance Report Section 19(f) and in Exhibit G of the Grant Agreement. The Parties understand and agree that this covenant shall survive the expiration or termination of this Contract while not to exceed the Post-Performance Reporting period.

SECTION 22. MONITORING REQUIREMENTS

- (A) All groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001.
- (B) Projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program administered by the State Water Resources Control Board.
- (C) Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to SAWPA with a narrative description of data submittal activities (included in project reports) as described below:

- (1) Surface water quality monitoring data shall be prepared by the Sub-Grantee for submission to the California Environmental Data Exchange Network (CEDEN). CEDEN data templates are available on the CEDEN website (<http://www.ceden.org>). Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to the CEDEN Regional Data Center via the CEDEN website and a copy shall be given to SAWPA.
 - (2) If the Project's Work Plan in the Grant Agreement contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted by the Sub-Grantee to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at http://www.waterboards.ca.gov/water_issues/programs/gama. If further information is required, the Sub-Grantee can contact the State Water Resources Control Board GAMA Program. A copy of all data submitted shall be given to SAWPA.
- (D) If groundwater level data is collected, the Sub-Grantee shall submit to DWR groundwater level data using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G of the Grant Agreement. Information regarding the CASGEM program can be found at <https://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>.

SECTION 23. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- (A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA if the violation and failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.
- (B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.
- (C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 24. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-

Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 25. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

SECTION 26. COSTS AND ATTORNEY FEES

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

SECTION 27. WAIVER

Any waiver of any rights or obligations under this Contract or the Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA and the DWR.

SECTION 28. AMENDMENT

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

SECTION 29. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

- (A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.
- (B) The Sub-Grantee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-Grantee.

SECTION 30. INDEMNIFICATION

(A) Sub-Grantee shall defend, indemnify and hold harmless SAWPA, DWR, and their respective directors, commissioners, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any claims, losses, damages, attorneys' fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with the Project funded, in part, by this Contract or arising from the transactions, funding and construction activities contemplated by such contracts. Sub-Grantee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the

subject matter of this Contract or the Project. No indemnification is required under this Section for claims, losses or damages arising out of the sole and exclusive misconduct or negligence under this Contract by SAWPA. Sub Grantee shall require its contractors or subcontractors to name the SAWPA, DWR, and their officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- (B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.
- (C) In addition to complying with the insurance requirements contained in the Grant Agreement, including **Exhibit D** of the Grant Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the Arundo Component and all related facilities, theft of building materials and supplies intended for the Arundo Component, delays in Arundo Component completion, delays in Arundo Component completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the Arundo Component, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance Guide" rating of "A:VII". The Parties understand that Sub-Grantee is self-insured and has established a self-funded reserve for this purpose which will satisfy the requirements of this Subparagraph 29(C).

SECTION 31. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Arundo Component site at all reasonable times during Arundo Component construction, and thereafter for the useful life of the Project and the SARCCUP Conjunctive Use Program.

SECTION 32. OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary and capricious.

IN WITNESS THEREOF, the parties have executed this Contract on the later date set forth below.

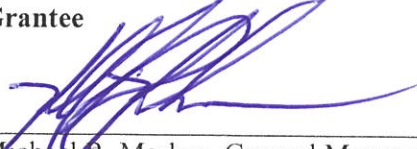
SANTA ANA WATERSHED PROJECT
AUTHORITY

Dated: 4/11/19

By: 
Richard E. Haller, General Manager

ORANGE COUNTY WATER DISTRICT
Sub-Grantee

Dated: 4-17-19

By: 
Michael R. Markus, General Manager

APPROVED AS TO FORM
By: 
General Counsel for
Orange County Water District

PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT
2015 ROUND IMPLEMENTATION
GRANT FUNDING CONTRACT AMENDMENT NO. 1
BETWEEN

SANTA ANA WATERSHED
PROJECT AUTHORITY

AND

ORANGE COUNTY
WATER DISTRICT

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") Implementation Grant Funding Contract Amendment No. 1 ("Amendment") is made between Santa Ana Watershed Project Authority ("SAWPA") and Orange County Water District, (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, on November 1, 2016, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 IRWMP Implementation Grant Agreement No. 4600011515 ("Grant Agreement") which has been amended twice, to date, by Grant Agreement Amendment No. 1 executed on February 1, 2019 and Grant Agreement Amendment No. 2 executed on May 29, 2020;

WHEREAS the Grant Agreement and its subsequent two amendments include the Santa Ana River Conservation and Conjunctive Use Program ("SARCCUP") Project ("Project") with the Sub-Grantee listed as one of the implementing agencies;

WHEREAS the subsequent two amendments removed conjunctive use projects that would have been implemented by one of the SARCCUP implementing agencies listed in the Grant Agreement – Inland Empire Utilities Agency;

WHEREAS the Grant Agreement includes several tasks related to Arundo Donax removal as part of the Project, Grant Agreement Amendment No. 1 added the Coastal Plain of Orange County Groundwater Basin as a location for storing water as part of the Project, and Grant Agreement Amendment No. 2 added several well facilities for extracting water from the Coastal Plain of Orange County Groundwater Basin;

WHEREAS with the Grant Agreement Amendment No. 1 and 2 changes of adding the facilities for extracting water from the Coastal Plain of Orange County Groundwater Basin, the Sub-Grantee's estimated reasonable costs for the Project has increased as well as the associated grant and required cost share;

WHEREAS, consistent with the Grant Agreement, SAWPA intends to disburse to the Sub-Grantee a portion of the \$64,267,686 in grant funds for the ("Project") by way of this Amendment with the Sub-Grantee;

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract and this Amendment, the Parties hereby agree to the following changes to the provisions of the Contract shown below, with all other provisions of the Contract remaining in effect:

Section 1 of the Contract is hereby amended and restated as follows:

SECTION 1. PROJECT DESCRIPTION

The Project is a multi-agency, watershed-wide program developing dry-year yield (“DYY”) supply by banking wet-year water that also integrates water conservation measures, habitat enhancements, and recreational use. Through the DYY program, the Project will develop an approximately ~~480,000~~ **137,000** acre-foot (“AF”) SARCCUP Conjunctive Use Program (“Program”) providing for management and facilities to have the capacity to store and convey through such methods as direct pumping or in lieu transfers approximately ~~480,000~~ **137,000** AF to different water agencies in the Santa Ana River Watershed over a ten year period. Additionally, increased supply for the Santa Ana River Watershed will be made available due to water conservation associated with removing approximately 640 acres of the invasive and heavy water-using plant Arundo Donax and implementing ~~conservation-based water rates by up to five retail water agencies~~ a **water use efficiency budget assistance task**. To allow the implementation of SARCCUP’s Conjunctive Use Program and other water supply projects, approximately 40.5 acres of in-stream riparian habitat will be restored and approximately 3.5 miles of stream habitat will both be created for the benefit of the Santa Ana sucker fish in the Santa Ana River Watershed. One mile of educational hiking trail and approximately 40 acres (gross) in the form of recharge basins, will be created in the Santa Ana River Watershed. A drought tolerant landscaping maintenance outreach program called Smartscape operated by Orange County Coastkeeper/Inland WaterKeeper will also be implemented as needed throughout the Santa Ana River Watershed to support effective water use efficiency.

Section 2 of the Contract is hereby amended as follows:

SECTION 2. SUB-GRANTEE DELIVERABLES

The Sub-Grantee, along with other SARCCUP Sub-Grantees, will finalize a decision support model and take into consideration the Santa Ana River Watershed’s hydrology, planned and existing facilities, and groundwater put- and- take scenarios in order to better define agreements and needs for possible future expansion.

The Sub-Grantee, per the Grant agreement, will implement the Program by storing at least 36,000 AF, or ~~480,000~~ **137,000** AF collectively with other Project Sub-Grantees, of wet-year water over each ten-year period¹ and through such actions such as direct pumping or in lieu transfers in dry years convey SARCCUP Project water, over the ten year period, to its own customers and other Santa Ana River Watershed water agencies.

The Sub-Grantee will implement the SARCCUP Orange County well component (“Well Component”) by designing and constructing three or more new groundwater productions wells.

The Sub-Grantee will, unless otherwise restricted by law or court decision, implement the SARCCUP Arundo Component (“Arundo Component”) by eradicating approximately 640 acres of the invasive and heavy water-using plant Arundo Donax just upstream of Prado Dam in Riverside County by utilizing heavy machinery in the floodplain, herbicide and maintenance sweeps by working with its partners. The Sub-Grantee will also complete a study of the effectiveness of removal of Arundo Donax in terms of an overall goal of eradicating Arundo Donax from the Santa Ana River Watershed (“Study Component”) without seeking reimbursement through this Contract. The Study Component shall be complete before the Sub-Grantee requests grant reimbursement through this Contract.

In order to implement the Program, the Sub-Grantee, along with other SARCCUP Sub-Grantees will execute joint agency agreement(s) (“Agreements”) that establish the ~~480,000~~ **137,000** AF groundwater bank that the Program will operate.

¹ Performance subject to California Civil Code 1511(2).

In order to monitor deliverables, the Sub-Grantee, along with the other SARCCUP Sub-Grantees will implement the Project Monitoring Plan as described in Paragraph 21 of the Grant Agreement. The Project Monitoring Plan must be approved by SAWPA and DWR before the Sub-Grantee implements any sampling or monitoring activities. The Sub-Grantee will report on the benefits of the Project based on the Project Monitoring Plan using a final Project Completion Report and Post Performance Reports described in Section 19 and Section 21 of this Contract.

The Sub-Grantee will provide all other deliverables described in the Grant Agreement such as the deliverables listed in Paragraph 15 of the Grant Agreement.

Section 4 of the Contract is hereby amended as follows:

SECTION 4. SUB-GRANTEE’S ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT; LOCAL FUNDING MATCH

The Sub-Grantee’s estimated reasonable cost of the Project at the time of SAWPA's and DWR’s approval of the Project is ~~Four Million Four Hundred Twenty Five Thousand Eight Hundred Fifty Eight dollars (\$4,425,858)~~ **\$28,894,544**. Subject to all of the terms, provisions, and conditions of this Contract, including appropriate invoicing and reporting, and subject to the availability of the grant funds, SAWPA shall reimburse Projects costs from grant funds in a sum not to exceed ~~One Million Four Hundred Seventy Two Thousand Fifty Seven dollars (\$1,472,057)~~ **\$9,368,344**. **The Sub-grantee’s required cost share is \$8,909,588**. Work performed after January 17, 2014 by the Sub-Grantee, is eligible for grant reimbursement. Per Exhibit D of the Grant Agreement, the DWR shall withhold retention. SAWPA’s actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received by SAWPA from the DWR. If actual Project costs exceed the Project’s estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedance.

Work performed by Sub-Grantee to advance the Project after January 1, 2011 is eligible to be counted as the Sub-Grantee’s local funding match used to complete the Project.

If the Sub-Grantee proceeds to implement the Project, the final grant amount will be determined in accordance with the provisions of this Contract. If the Sub-Grantee fails or refuses to proceed with or complete construction of the Project, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

Eligible Project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and Project construction. Costs that are not eligible for reimbursement or eligible to be counted as the Sub-Grantee’s local funding match are described in Paragraph ten (10) of the Grant Agreement.

Reasonable administrative expenses may be included as eligible project costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reasonable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project.

Section 5 of the Contract is hereby amended as follows:

SECTION 5. SCOPE OF WORK; TASKS

The Scope of Work is described in the Grant Agreement Work Plan. The Sub-Grantee is entirely responsible for the following:

- **Task 8.3 – SARCCUP Conjunctive Use Program Design in the Orange County Basin**
- ~~Task 8.3.1~~ **8.4.1 – Arundo Donax Removal Design**
- **Task 12.3 – SARCCUP Conjunctive Use Program Implementation in the Orange County Basin**
- ~~Task 12.3.1~~ **12.4.1 – Arundo Donax Removal**

The Sub-Grantee may, as applicable, be responsible collectively with one or more other SARCCUP Sub-Grantees for the completion of the following tasks:

- **Task 1 – Project Management**
- **Task 2 – Labor Compliance Program**
- **Task 3 – Reporting**
- **Task 5 – Feasibility Studies.**
- **Task 6 – SARCCUP CEQA Documentation.**
- **Task 7 – Permitting.**
- **Task 9 – Project Monitoring Plan.**
- **Task 10 – Construction Contracting.**
- **Task 11 – Construction Administration.**

The Sub-Grantee understands that time is of the essence, and agree to expeditiously proceed with and complete the Project.

Section 9 of the Contract is hereby amended as follows:

SECTION 9. COVENANT TO OPERATE AND MAINTAIN PROGRAM AND COMPONENT

The Sub-Grantee shall properly staff, operate and maintain, either directly or via agreement with retail water agencies within Sub-Grantee's service area, all portions of the **Well Component**, Arundo Component and the Program during the **Well Component**, Arundo Component's and Program's useful life (per section 20 of the Grant Agreement) and in accordance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations, provided Sub-Grantee shall not be required to use its own funds to reconstruct or replace the **Well Component and Arundo Component** if sites are destroyed or damaged beyond repair resulting from acts of God, wars, sabotage, or other Force Majeure events that frustrate or prevent Sub-Grantee's performance. In the event that the Sub-Grantee assigns or transfers all or any portions of the **Well Component**, Arundo Component and the Program to another entity, the Sub-Grantee shall be responsible to ensure that the assignee or transferee of all or any portions of the **Well Component**, Arundo Component and the Program shall properly staff, operate and maintain all portions of the **Well Component**, Arundo Component and the Program during its useful life and in compliance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations. However, the Parties further understand and agree that the Well Component funded via this grant will be transferred by the Sub-Grantee to one or more retail water agencies who produce groundwater from the Orange County Groundwater Basin ("Producers") within the Sub-Grantees's service area, and such wells funded by the Well Component will be owned, operated and maintained by said Producers as part of their respective public water systems, and said Producers will be responsible for ensuring that all legal requirements, including compliance with this Grant

Agreement, are met for the operation and maintenance of the wells funded by the Well Component.² However, the Parties understand that the Sub-Grantee is still the primary responsible entity for matters related to the Grant Agreement such as a State audits during the useful life of the Well Program, Arundo Component and Program. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract not to exceed the useful life of the **Well Component**, Arundo Component and the Program. The Parties understand and agree that this covenant is for the benefit of SAWPA and DWR and shall be enforceable during the useful life of the **Well Component**, Arundo Component and the Program. The Parties agree that the useful life of the Arundo Component is 5 (five) years from and after Arundo Component completion. The Parties agree that the useful life of the **Well Component and Program** is 30 (thirty) years from and after Project completion, and that the Sub-Grantee's obligations with regard to the Program in this Section are understood to be obligations to work collectively with the other SARCCUP Sub-Grantees. The useful life of the Well Component and Program shall be subject to California Civil Code 1511(2) and SAWPA shall consider events or occurrences that are outside the control of the retailer that result in a shut-down of their well. Through the Program's useful life, the Sub-Grantee shall, when Project water is available and Orange County Groundwater Basin conditions so justify, continue to store **36,000 AF** or ~~180,000~~ **137,000** AF collectively with other SARCCUP Sub-Grantees, of wet-year water per ten-year period, and through such actions such as direct pumping or in lieu transfers in dry years convey SARCCUP Project water, in each ten-year period, to its own customers and to other Santa Ana River Watershed water agencies.

The Sub-Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the **Well Component**, Arundo Component and the Program, including its construction, implementation, or any significant part or portion thereof, during the useful life of the **Well Component**, Arundo Component and the Program without SAWPA's and DWR's prior written approval.

Section 10 of the Contract is hereby amended as follows:

SECTION 10. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the **Well Component**, Arundo Component and Program referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party. However, SAWPA agrees that Sub-Grantee shall be authorized to transfer ownership and assign the obligation and responsibility for operation and maintenance for Well Component facilities to Producers within Sub-Grantee's service area.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12 of the Contract is hereby amended as follows:

SECTION 12. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

² Operation and maintenance of Well Component wells may include periodic shut-down of such wells in order to meet the Producer's operational requirements and limitations, including, but not limited to maintenance outages, shut down because of reduced demand, wellhead treatment, and blending operations.

The Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract and/or the Grant Agreement.

During construction of the **Well Component**, Arundo Component, the Sub-Grantee shall install a weather-proof sign at the location of the **Well Component and Arundo Component** in compliance with Exhibit D of the Grant Agreement. In addition to the sign requirements required under Exhibit D, the sign shall include the One Water One Watershed logo and the SAWPA logo (all available from SAWPA).

Before it is constructed, the Sub-Grantee shall provide the draft design layout of the sign to SAWPA for approval. Sub-Grantee shall notify SAWPA that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

Section 13 of the Contract is hereby amended as follows:

SECTION 13. CONSTRUCTION ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

- (1) Any substantial change in the scope, budget, or work performed by the Sub-Grantee in implementation of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;
- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least twenty (20) calendar days prior to the event.
- (3) Unscheduled cessation of all major construction work on the **Well Component and Arundo Component** where such cessation of work is expected to or does continue for a period of thirty (30) calendar days or more;
- (4) Any circumstance, combination of circumstances, or condition which is expected to delay Project completion for a period of ninety (90) calendar days or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;
- (5) Completion of construction of the **Well Component and Arundo Component** and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least twenty (20) calendar days prior to final inspection.

Section 30 of the Contract is hereby amended as follows:

SECTION 30. INDEMNIFICATION

(A) Sub-Grantee shall defend, indemnify and hold harmless SAWPA, DWR, and their respective directors, commissioners, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any claims, losses, damages, attorneys' fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with the Project funded, in part, by this Contract or arising from the transactions, funding and construction activities contemplated by such contracts. Sub-Grantee

shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. No indemnification is required under this Section for claims, losses or damages arising out of the misconduct or negligence under this Contract by SAWPA. Sub Grantee shall require its assignees, contractors or subcontractors to name the SAWPA, DWR, and their officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- (B) The Sub-Grantee understands and agrees that it has, as applicable, complied and will comply with CEQA and the State CEQA Guidelines for the portions of the Project that it will carry out which is the subject matter of this Contract. Producers obtaining funding to construct, operate and maintain wells per the Well Component of the Grant Agreement will be required to complete any additional CEQA analysis required prior to placing such wells into operation.
- (C) In addition to complying with the insurance requirements contained in the Grant Agreement, including Exhibit D of the Grant Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the **Well Component and Arundo Component** and all related facilities, theft of building materials and supplies intended for the **Well Component and Arundo Component**, delays in **Well Component and Arundo Component** completion, delays in **Well Component and Arundo Component** completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the **Well Component and Arundo Component**, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance Guide" rating of "A:VII". The Parties understand that Sub-Grantee is self-insured and has established a self-funded reserve for this purpose which will satisfy the requirements of this Subparagraph 29(C).

Section 31 of the Contract is hereby amended as follows:


SECTION 31. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the **Well Component and Arundo Component** site at all reasonable times during **Well Component and Arundo Component** construction, and thereafter for the useful life of the Project and the SARCCUP Conjunctive Use Program.

IN WITNESS THEREOF, the parties have executed this Amendment on the later date set forth below.

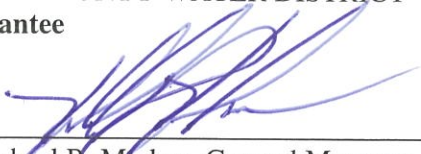
SANTA ANA WATERSHED PROJECT
AUTHORITY

Dated: 11/22/2020

By: 
Richard E. Haller, General Manager

ORANGE COUNTY WATER DISTRICT
Sub-Grantee

Dated: 9-16-20

By: 
Michael R. Markus, General Manager


APPROVED AS TO FORM
By 
General Counsel for
Orange County Water District

Exhibit B – List of Wells to be Constructed

Participating Agency	Selected Well Site	Well Site Location and Estimated Capacity
East Orange County Water District	North Well	210 N. McPherson Rd, Orange, CA. Est. 1,800 gpm capacity.
City of Fullerton	Well 7A	627 West La Palma Ave., Anaheim, CA. Replaces well 7, located at Main Plant where there are five other wells. Est. 2,000-4,000 gpm capacity.
Mesa Water	Well No. 14	3120 S. Croddy Way, Santa Ana. Est. 3,000 -4,000 gpm capacity.
City of Orange	Well 29	1715 W. Struck Ave, Orange, CA 92866. Est. 3,000 gpm capacity.
City of Tustin	Replace Beneta well	18001 Beneta Way, Tustin, Ca. 92780. Est. 1,500 gpm capacity.

Exhibit C – OCWD Labor Compliance Program

DEPARTMENT OF INDUSTRIAL RELATIONS

Christine Baker, Director

Office of the Director

1515 Clay Street, 17th Floor

Oakland, CA 94612

Tel: (510) 622-3959 Fax: (510) 622-3265



September 16, 2014

Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708

Attention: Lo Tan, Senior Engineer

RE: Application for Approval of Labor Compliance Program
LCP ID No. 2014.00245

Dear Lo Tan:

In accordance with the provisions of Title 8, California Code of Regulations, section 16425, approval of the Orange County Water District's Labor Compliance Program (LCP) is hereby granted, effective September 16, 2014. This approval covers any project for which your agency is required by state statute to have an approved LCP, including a project subject to the requirements of Section 75075 of the Public Resources Code (public works projects funded by Proposition 84).

An LCP must comply with the requirements of Title 8, California Code of Regulations, sections 16421 through 16439, as well as with all other statutes and regulations pertaining to the monitoring and enforcement of the state's prevailing wage requirements. Among other things, your agency must file an annual report in accordance with the requirements of section 16431 of the regulations, regardless of whether your LCP has conducted any monitoring or enforcement during the preceding year. The annual reporting period is July 1 through June 30, and annual reports are due by no later than August 31.

Please note that Labor Code section 1773.3 requires your agency to notify the Department of Industrial Relations (DIR) whenever your agency awards a public works contract for *any* project of \$30,000 or more that will include apprenticeable crafts. In addition, Title 8, California Code of Regulations, section 16451(a), requires your agency to notify the DIR when any type of project of *any* amount requires the use of DIR's Compliance Monitoring Unit (CMU) or a prescribed alternative. Please notify the DIR of projects using the electronic PWC-100 form found on the CMU website at <http://dir.ca.gov/pwc100ext/>.

Additional information and resources pertaining to labor compliance programs are available on the DIR's website at <http://www.dir.ca.gov/lcp.asp>. Questions about enforcement policy must be directed to the Division of Labor Standards Enforcement. If you have any other questions, including questions about this notice, please contact Jonathan LeGaux at (510) 622-5054.

Sincerely,

A handwritten signature in cursive script that reads "Christine Baker".

Christine Baker, Director of Industrial Relations

cc: Susan Nakagama, Regional Manager, Division of Labor Standards Enforcement



1168 E. La Cadena Dr. ▪ Suite 201
Riverside, CA 92507
Phone: (951) 686-3482 ▪ Fax: (951) 346-0545 ▪ Email: inbox@mylcp.org

May 27, 2014

Office of the Director
Department of Industrial Relations
ATTN: Executive Assistant to the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

RE: Labor Compliance Program Application (Prop. 84 Projects)
Awarding Body LCP: Orange County Water District

To whom it may concern:

Labor Compliance Providers, Inc. (LCP, Inc.) is hereby submitting the enclosed **Application to the Director for Approval of Awarding Body's Labor Compliance Program**, pursuant to 8 California Code of Regulations §16425, on behalf of the below named Awarding Body:

Awarding Body: Orange County Water District
Address: 18700 Ward St.; Fountain Valley, CA 92708
Awarding Body Contact: Lo Tan, Senior Engineer
Phone: (714) 378-3368
Email: ltan@ocwd.com

Orange County Water District proposes to utilize the services of the below-named 3rd-party LCP Administrator to implement its LCP upon the District's **Proposition 84**-funded projects:

3rd Party LCP: Labor Compliance Providers, Inc.
Address: 1168 E. La Cadena Dr., Ste 201; Riverside, CA 92507
LCP Contact: James Reed
Ph: (951) 686-3482 – Email: inbox@mylcp.org

Please contact me, by phone or email identified above, if you have any questions or comments concerning the Awarding Body's LCP Application. *In accordance with California Code of Regulations §16425(b), please provide a status of the Director's decision on the granting of LCP approval within 60 days of receipt of this request.*

Regards,

Sophia E. Ramirez
Labor Compliance Providers, Inc. – Project Manager

Enclosure

cc: Orange County Water District

AWARDING BODY APPLICATION TO THE DIR

LABOR COMPLIANCE PROGRAM

Pursuant to California Code Regulations 16425

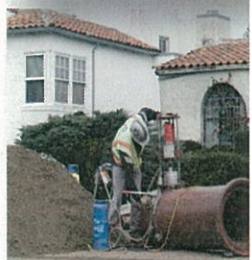
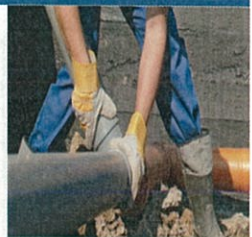


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ORANGE COUNTY WATER DISTRICT

Lo Tan, Senior Engineer
18700 Ward Street
Fountain Valley, CA 92708

Phone: (714) 378-3368
Fax: (714) 378-3373
Email: LTan@ocwd.com



Application to Director for Approval of Awarding Body's Labor Compliance Program (8 CCR §16425)

NOTE: If necessary, you may attach additional sheets.
The Director may ask for additional documentation as to any information provided or any other information that may have a bearing on your ability to do labor compliance enforcement.

Awarding Body Seeking Approval:

Orange County Water District ("OCWD")

Name

18700 Ward Street, Fountain Valley, CA 92708

Address

Awarding Body's Contact Person:

Lo Tan / Senior Engineer

Name / Title

18700 Ward Street, Fountain Valley, CA 92708

Address

P: (714) 378-3368 * F: (714) 378-3373 * ltan@ocwd.com

Phone

Fax

Email

- A. Identify the individuals who will be enforcing the Labor Compliance Program (LCP).
(Note: If using outside consultants or an approved third party contract provider, identify the awarding body personnel who will monitor or supervise the outside work as well as the individuals and affiliations of the individuals who will perform the enforcement work.)

1. Lo Tan

Name

Labor Compliance Officer (OCWD, Senior Engineer)

Title

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

Mr. Lo Tan, Senior Engineer for OCWD, will serve as a Labor Compliance Officer for the District's Proposition 84-funded projects. Mr. Tan has experience on public works projects that were subject to prevailing wage/labor compliance, which is summarized in a project list included as Exhibit 2. Mr. Tan will be responsible for the day-to-day compliance monitoring functions and will serve as the Agency's responsible party for labor compliance enforcement. Mr. Tan will be supported by a Labor Compliance Administration Team, whose experience is provided on the following pages.

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

- Percentage of Time Devoted to LCP Work: 50%
- Conduct pre-bid & pre-construction meetings and/or labor compliance workshops with contractors/subcontractors to educate them of prevailing wage requirements
- Review the Labor Compliance Team's auditing of certified payroll records & related benefit payroll documentation, and wage underpayment investigations
- Review the Labor Compliance Team's monitoring of contractors' / subcontractors' compliance with apprenticeship requirements
- Monitor LCP enforcement activities such as notifications of violations and assessments
- Review the Labor Compliance Team's monitoring of the on-site employee interviews process
- Review the Labor Compliance Team's undertaking of random "confirmation" of prevailing wages paid
- Provide technical assistance to project contractors, subcontractors, and construction workers, when necessary.

2. James Reed

Name

Labor Compliance Technical Advisor

Title

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

James Reed, has 12 years of experience serving as a Labor Compliance Officer for Labor Compliance Providers, Inc., a third-party LCP, and as Director of the Center for Contract Compliance—a joint labor management committee. Mr. Reed is intimately familiar with prevailing wage laws and compliance, having authored the first state-approved 3rd-party LCP, which previously served as the template application for 3rd-party LCP applicants. Mr. Reed also authored LCP, Inc.'s Labor Compliance Policies & Procedures Manual, which was updated to reflect the 2009 & 2012 legislative requirements. He also knows the construction process, having been a general engineering contractor in California for over 26 years. Mr. Reed has often provided training sessions to agency representatives and contractors to educate them on the rules and regulations to ensure compliance, including sponsorship of conferences that were jointly attended by DLSE, DAS & DIR officials. A representative sample of training seminars Mr. Reed has participated include:

Agency Providing Training	Name of Training / (Location)	Approximate Date of Training
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2012

Foundation Fair Contracting	Underground Economy (Sacramento)	4/2012
DLSE / CMU	Webinars	01/2012
DLSE	State Labor Law and Payroll Tax Seminar	12/2008
DIR	Public Works Training Seminar (Los Angeles)	9/2008
Center for Contract Compliance	Underground Economy (San Diego)	5/2008
DIR	Public Works Training Seminar (Fresno)	6/2007
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2006 & 5/2007

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

- Percentage of Time Devoted to LCP Work: 40%
- Assist OCWD staff with conducting pre-bid & pre-construction meetings and/or labor compliance workshops with contractors/subcontractors to educate them of prevailing wage requirements
- Train OCWD staff and assist with reviewing and auditing of certified payroll records & related benefit / payroll documentation
- Monitor contractors'/subcontractors' compliance with apprenticeship requirements
- Assist OCWD staff with conducting audits and wage underpayment investigations
- Monitor LCP enforcement activities such as notifications of violations and assessments
- Train OCWD staff & assist with monitoring the on-site employee interviews process
- Train OCWD staff and assist with undertaking random "confirmation" of prevailing wages paid
- Provide technical assistance to the OCWD, project contractors, subcontractors, and construction workers.

3. Sophia Espinoza

Name

Labor Compliance Project Manager

Title

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

Sophia Espinoza has over 12 years of professional labor compliance experience which was gained through her monitoring and enforcement efforts on over \$8 billion dollars' worth of public works projects. She has vast California prevailing wage and Davis-Bacon labor compliance experience on public works construction projects. Her professional background also includes serving as a trainer/facilitator at numerous prevailing wage compliance seminars held for public agency representatives, labor unions, and contractors to educate them on the rules and regulations of prevailing

wage regulations. Ms. Espinoza has also provided testimony to the Director of the California DIR Legal Unit regarding legislation affecting prevailing wage compliance monitoring and enforcement. A representative sample of training seminars Ms. Espinoza has participated include:

Agency Providing Training	Name of Training / (Location)	Approximate Date of Training
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2012
Foundation Fair Contracting	Underground Economy (Sacramento)	4/2012
DLSE / CMU	Webinars	01/2012
DLSE	State Labor Law and Payroll Tax Seminar	12/2008
DIR	Public Works Training Seminar (Los Angeles)	9/2008
Center for Contract Compliance	Underground Economy (San Diego)	5/2008
DIR	Public Works Training Seminar (Fresno)	6/2007
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2006 & 5/2007

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

- Percentage of Time Devoted to LCP Work: 100%
- Assist OCWD staff with conducting pre-bid & pre-construction meetings and/or labor compliance workshops with contractors/subcontractors to educate them of prevailing wage requirements
- Train OCWD staff and assist with reviewing and auditing of certified payroll records & related benefit/payroll documentation
- Monitor contractors'/subcontractors' compliance with apprenticeship requirements
- Train OCWD staff and assist with undertaking random "confirmation" of prevailing wages paid
- Assist OCWD staff with conducting audits and wage underpayment investigations
- Development of the OCWD's labor compliance correspondence library for future monitoring & enforcement correspondence efforts
- Monitor LCP enforcement activities such as notifications of violations and assessments
- Train OCWD staff & assist with monitoring on-site employee interviews process
- Provide technical assistance to the OCWD, project contractors, subcontractors, and construction workers.

4. Isabel Ayala

Name

Labor Compliance Analyst

Title

Experience/training on public works/labor compliance issues (Please provide specific dates, details and examples of public works prevailing wage rate enforcement activities, including whether such experience involve federal, state, or local law. In addition, please include private sector experience on behalf of unions or contractors or on a joint labor management committee pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a). Furthermore, please include participation in any public works enforcement training provided by the Division of Labor Standards Enforcement (DLSE)):

Isabel Ayala has over 16 years of experience assisting Compliance Officers & Labor Compliance Investigators with monitoring and enforcing contractor compliance with prevailing wage and apprenticeship laws. Ms. Ayala has assisted with monitoring 1000's of public works projects in her compliance career, where document control and management of contractor paperwork was paramount to the success of the monitoring effort. Ms. Ayala assisted with the development of the OCWD's Audit Methodology Checklist System, which the OCWD shall implement as part of the LCP compliance monitoring efforts to ensure that each/every project contractor is receiving a comprehensive review according to the same set of standards required by law. A representative sample of training seminars Ms. Ayala has participated include:

<u>Agency Providing Training</u>	<u>Name of Training / (Location)</u>	<u>Approximate Date of Training</u>
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2012
DLSE / CMU	Webinars	01/2012
DIR	Public Works Training Seminar (Los Angeles)	9/2008
Los Angeles Unified School OCWD	Public Works Training Seminar (Los Angeles)	2007
Center for Contract Compliance	Underground Economy (San Diego)	5/2008
Center for Contract Compliance	Underground Economy (Palm Springs)	5/2006 & 5/2007

LCP duties and responsibilities to be performed including percentage of time to be devoted to LCP work:

- Percentage of Time Devoted to LCP Work: 100%
- Adhering to the OCWD's Labor Compliance Policies and Procedures Manual
- Assisting OCWD staff with the auditing of payroll information and cross-checking against independent sources of information
- Assisting OCWD staff with conducting on-site employee interviews and reviewing against payroll documentation
- Assisting OCWD staff with reporting alleged violations, distributing notices of violations, working with contractors to remediate violations, and informing all appropriate parties of the status of violations
- Assisting OCWD staff with managing and tracking of correspondence pertaining to compliance monitoring and enforcement

B. State the average number of public work projects the awarding body annually administers:

The average number of public work projects OCWD annually administers is three (3) and the number of Proposition 84 projects OCWD expects to administer each year is one (1).

C. State whether the proposed LCP is a joint or cooperative venture among awarding bodies; and, if so, how the resources and expanded responsibilities of the LCP compare to the awarding bodies involved:

OCWD's proposed LCP is NOT a joint or cooperative venture among awarding bodies

- D. Describe the awarding body's record of taking cognizance of Labor Code violations in the preceding five years, including any withholding of funds from public works contractors pursuant to LC 1726.

The OCWD does not have a record of contractor labor law violations in the preceding five years. Upon discovery of violations, the OCWD (or its representative) has provided notification to the violating contractors and resolved the violations before having to refer the matter to the US Department of Labor or CA DLSE through the forfeiture process. All non-compliance violations were quickly resolved by contractors, which did not necessitate withholding proceedings.

- E. Identify the attorney or law firm available to provide legal support for the LCP, including handling of the LCP's responsibilities during the administrative review process set forth in Labor Code Section 1771.6.

Cox Castle Nicholson LLP

Attorney

2049 Century Park East, 28th Floor, Los Angeles, CA 90067

Address

Contact Person: Dwayne McKenzie – *Brief Resume as Exhibit 1*
(310) 284-2279

Contact Person & Phone Number

- F. Identify the method by which the LCP will notify the Labor Commissioner of willful violations as defined in Labor Code Section 1777.1(d):

Should the OCWD's LCP be approved, the OCWD shall notify the Director of the DIR - DLSE of any willful violators as defined in LC 1771.1(d) via the Request for Review of Forfeiture process (California Code of Regulations 16437) in addition to summarizing its willful violations in the LCP Annual Report submittal process. In addition, willful violators that appear to be repeat offenders or those on the ineligible to bid/debarment list shall also be referred to the Director of the DIR when encountered by the OCWD.

- G. Indicate whether the Awarding Body has established its own Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b) and subchapter 4 of chapter 8 of Title 8 of California Code of Regulations or has contracted with a third party that has been approved by the Director to operate a Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b) and subchapter 4 of chapter 8 of Title 8 of California Code of Regulations. If the Awarding Body has contracted with one or more persons or entities to operate all or any part of the Awarding Body's Labor Compliance Program, please identify (name, address, telephone, and principal contact) all of those persons or entities.

The OCWD has contracted with a third party Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b) in order to assist the

OCWD with LCP administration on its Prop.84 project(s). The contact information for the 3rd-party LCP is below.

Entity: Labor Compliance Providers, Inc.
Contact: James Reed, Administrator
Address: 1168 E. La Cadena Dr., Suite 201, Riverside, CA 92507
Telephone: (951) 686-3482

- H. Indicate whether the Awarding Body intends to enforce labor compliance on all of its public works projects (*i.e.*, not limited to projects that are funded by bonds or other statutes that require the Awarding Body to have an LCP as a condition of funding). If not, please indicate the kinds of projects on which you intend to enforce labor compliance and whether you are required to have a labor compliance program as a condition for obtaining funding for the project or projects.


OCWD only intends to enforce its LCP upon its public works projects that are Proposition 84-funded.

- I. Attach a copy of the Awarding Body's resolution adopting the LCP and, if applicable, any other resolution approving any contracts with persons or entities identified in G above.

A copy of the OCWD's Board Resolution adopting its LCP is included as an appendix to this application [Appendix 2].

- J. Attach the proposed manual outlining the responsibilities and procedures of the LCP.

A copy of the OCWD's LCP Manual is included as an appendix to this application [Appendix 1].

Lo TAN 

Awarding Body's Representative
Name and Signature

5/1/2014

Date Signed

Mail two copies of this form and attachments to:

OFFICE OF THE DIRECTOR
DEPARTMENT OF INDUSTRIAL RELATIONS
455 GOLDEN GATE AVENUE, 10th FLOOR
SAN FRANCISCO, CA 94102
ATTENTION: EXECUTIVE ASSISTANT TO THE DIRECTOR

EXHIBIT 1

BRIEF RESUME FOR ATTORNEY



Dwayne McKenzie

Partner

Los Angeles Office
2049 Century Park East
28th Floor
Los Angeles CA 90067
Phone: 310.284.2279
Fax: 310.284.2100
Email: dmckenzie@coxcastle.com

Dwayne McKenzie is a member of the Labor and Employee Benefits Group of Cox, Castle & Nicholson LLP, representing clients in general employment law, labor relations, ERISA and other employee benefits matters. He counsels employers and represents them in both state and federal court litigation regarding all issues that arise with respect to their operations. He incorporates his prior experience as general counsel for a privately held company where he oversaw all legal affairs, giving him practical insight into the needs of employers. He handles class action litigation, such as wage and hour claims, and defends against cases involving wrongful termination, sex and race discrimination, sexual harassment, religious discrimination, unfair competition, trade secret infringement, breach of contract, company founder and director liability, and various other employment and business-related issues.

He also counsels employers in their day-to-day activities, such as structuring new company practices, managing and negotiating employment issues in merger and acquisition transactions, negotiating employment and severance contracts, establishing and maintaining employment policies and documents, responding to employee claims of violations of state and federal law, and advising on risk management.

Mr. McKenzie also has been involved extensively in prevailing wage law legislation, interpretation and litigation for over fifteen years. He is active in public works, prevailing wage and other labor-related issues. He regularly represents developer, contractor and property owner trade associations and individual developers and contractors before the Department of Industrial Relations and in the courts. Mr. McKenzie has litigated individual and class action prevailing wage claims and authored numerous briefs submitted to California's Supreme Court and Courts of Appeal addressing the interpretation and application of the prevailing wage law. He also has unique experience with enforcement of public bidding requirements and representation of labor compliance programs mandated on public works under California law.

A substantial portion of his practice focuses on benefit plan and fiduciary law issues, including counseling and the representation of benefit plans, plan sponsors, plan trustees and plan service-providers in litigation. He counsels trustees of multiemployer, employment-benefit-related trusts with respect to the fulfillment of their fiduciary and statutory duties, represents such trustees in their dealings with third parties, and has expertise in benefit plan technology and intellectual property matters.

Mr. McKenzie has successfully represented employee benefit plan trustees against claims of breach of fiduciary duties and has litigated benefit plan provider and ERISA participant claims in a variety of areas. He has litigated several cases before federal and California appellate courts and has authored "friend of the Court" briefs addressing issues of importance to multiemployer trust funds.

EDUCATION AND PERSONAL BACKGROUND

Born Bethesda, Maryland on July 5, 1970. Admitted to bar: 1994, California; 1994, U.S. District Court, Central District of California and U.S. Court of Appeals, Ninth Circuit. Education: University of California at Los Angeles (J.D., 1994); University of California at Los Angeles (B.A., 1991). Member: Order of the Coif; UCLA Law Review, Production Editor.

Education

- J.D., University of California at Los Angeles, *Order of the Coif, UCLA Law Review*, 1994
- B.A., University of California at Los Angeles, 1991

Recent Publications

- "New Employment Laws and Requirements for 2013", *CCN Client Alert* (12.04.12)
- "A Higher Standard", *The Letter - North America* (July/August 2012)
- "Not all Charter City Public Works Projects are Subject to Prevailing Wage Law", *SCCA Magazine* (July/August 2012)
- "California Supreme Court Issues Brinker Decision, Providing Much-Anticipated Guidance on Meal and Rest Period Requirements", *California Centers Magazine* (05.09.12)
- "California Contractors State License Board Now Accepting Contractors License Applications By Limited Liability Companies", *CCN Client Alert* (02.01.12)
- "New Employment Laws and Requirements for 2012", *CCN Client Alert* (12.15.11)
- "A Watershed Expansion of California's Prevailing Wage Law Places Privately-Funded Developments and Construction at Risk", (September 2011)
- "U.S. Supreme Court Upholds Class Action Waivers In Arbitration Agreements - How This Ruling May Impact Arbitration Provisions In Your Employment, Sales And Other Agreements", *CCN Client Alert* (05.02.11)
- "Court of Appeal Expands Reach of California's Prevailing Wage Law to Cover Privately-Financed Construction", *CCN Client Alert* (01.04.11)
- "California Legislature Amends California's Contractors' State License Law To Allow Limited Liability Companies To Be Licensed As Contractors", *CCN Client Alert* (10.18.10)
- "American Recovery and Reinvestment Act of 2009 - Important COBRA Benefit and Administration Amendments", *Client Alert* (02.26.09)



Other Notable Publications and Speaking Engagements

- Contributing Author: Construction Contracts and Disputes, CEB, 2007-2012

Professional Affiliations

- State Bar of California
- Los Angeles County Bar Association

EXHIBIT 2
LCO's PROJECT EXPERIENCE SUBJECT TO PREVAILING WAGE LAWS

Below is a representative sample of Lo Tan's OCWD project experience & training on public works projects subject to prevailing wage laws:

Temporary Microfiltration Facility	Prevailing Wage Project	Dates: 2003 to 2005	Funded by the Clean Water State Revolving Fund (CWSRF) Loan through State Water Resources Control Board (SWRCB)
Groundwater Replenishment System Pipeline Unit III	Prevailing Wage Project	Dates: 2004 to 2006	Funded by the CWSRF Loan and Proposition 13 through SWRCB and CA Department of Water Resources (DWR)
Groundwater Replenishment System Pipeline Unit II	Prevailing Wage Project	Dates: 2004 to 2006	Funded by the CWSRF Loan and Proposition 13 through SWRCB and DWR
Groundwater Replenishment System Pipeline Unit I	Prevailing Wage Project	Dates: 2004 to 2006	Funded by the CWSRF Loan and Proposition 13 through SWRCB and DWR
Barrier Facilities Project	Prevailing Wage Project	Dates: 2005 to 2007	Funded by the CWSRF Loan and Proposition 13 through SWRCB and DWR
Groundwater Replenishment System Advanced Water Treatment Plant	Prevailing Wage Project	Dates: 2004 to 2007	Funded by the CWSRF Loan and Proposition 13 through SWRCB and DWR
Burris Basin Reconfiguration Project	Prevailing Wage Project	Dates: 2007 to 2010	Funded by the CWSRF Loan and Proposition 50 through SWRCB
Groundwater Replenishment System Phase 2	Davis-Bacon and Prevailing Wage Project	Dates: 2011 to Present	Funded by the CWSRF Loan through SWRCB
Fletcher Basin Improvement Project	Davis- Bacon and Prevailing Wage Project	Dates: 2014 to Present	Funded by the CWSRF Loan and Measure M2 through the Orange County Transportation Authority

APPENDIX 1

OCWD LABOR COMPLIANCE PROGRAM

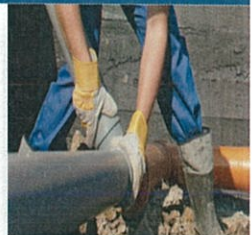


SINCE 1933

ORANGE COUNTY WATER DISTRICT

Lo Tan, Senior Engineer
18700 Ward Street
Fountain Valley, CA 92708

Phone: (714) 378-3368
Fax: (714) 378-3373
Email: LTan@ocwd.com





SINCE 1933

ORANGE COUNTY WATER DISTRICT

LABOR COMPLIANCE PROGRAM

APRIL 2014

Conforms to Labor Compliance Program 2009 Amendments

LABOR COMPLIANCE PROGRAM

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ORANGE COUNTY WATER DISTRICT

LABOR COMPLIANCE PROGRAM

Conforms to Labor Compliance Program 2009 Amendments

INTRODUCTION

Orange County Water District (OCWD) issues this Labor Compliance Program (LCP) for the purpose of identifying its policy relative to the responsibilities and procedures applicable to the labor compliance provisions of state and federally funded construction contracts. This program contains the labor compliance standards required by state and federal laws, regulations & directives.

The California Labor Code § 1770 et seq. require that building trades contractors on public works pay their workers based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

The OCWD has adopted this LCP to meet any Labor Compliance mandates on its public works projects. The OCWD administers this LCP for monitoring the prevailing wage rates paid to construction workers on the OCWD's public works projects. This LCP assures that all contractors and subcontractors comply with the prevailing wage, certified payroll record laws and apprenticeship standards pursuant to the Labor Code §1710 thru §1861.

In establishing this LCP, the OCWD adheres to the statutory requirements as promulgated in §1771.5 (b) of the California Labor Code.

Further it is the intent of the OCWD to actively enforce this LCP wherein the construction sites shall be monitored for worker classification, apprenticeship standards, the payment of prevailing wage rates and, wherein those contractors and subcontractors having workers on public works sites routinely submit copies of certified payroll records and any other documents required for verification, demonstrating their compliance with the payment of prevailing wage rates.

Questions regarding this Labor Compliance Program should be directed to:

Name: James Reed
Labor Compliance Providers, Inc.
Labor Compliance Technical Advisor to Orange County Water District for the Prop 84-funded projects
Phone: (951) 686-3482
E-mail: inbox@mylcp.org

SECTION 1: PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

A. Application

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771, and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermine the appropriate prevailing wage rates for particular construction trades and crafts by county.

B. Applicable Dates for Enforcement of a Labor Compliance Program

The applicable dates for enforcement of this Labor Compliance Program are established by Section 16426 of the California Code of Regulations. Contracts are not subject to the jurisdiction of the Labor Compliance Program until after the program has received initial approval or approved status.

SECTION 2: COMPETITIVE BIDDING ON PUBLIC WORKS CONTRACTS

The OCWD shall publicly advertise upcoming public works projects to be awarded according to a competitive bidding process. Further information regarding the requirements of the bidding process may be obtained from the Bid Processing Section. All bid advertisements (or bid invitations) and public works contracts shall contain appropriate language concerning the requirements of chapter 1 of part 7 of division 2 of the State Labor Code.

SECTION 3: JOB START MEETING

After the award of the public works contract, and prior to the commencement of the work, a mandatory Job Start meeting (Pre-Job Labor Compliance Conference) shall be conducted by the OCWD's LCP representative with the contractor, subcontractors and any entity providing labor at the site of the work. Applicable Federal and State labor law requirements shall be discussed and suggested reporting forms provided.

At the Pre-Job Labor Compliance Conference the LCP representative will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements (presented as Attachment A on pages 23 - 24) and will discuss in detail the following checklist items:

1. The contractor's & subcontractors duty to pay prevailing wages (Labor Code Section 1771, et seq.);
2. The contractor's & subcontractor's duty to employ registered apprentices on public works projects (Labor Code Section 1777.5);
3. The penalties for failure to pay prevailing wages (for nonexempt projects) and to employ apprentices, including forfeitures and debarment (Labor Code Sections 1775 and 1777.7& 1813);
4. The requirement to maintain and submit copies of certified payroll records to the Labor Compliance Group upon request *at least monthly or within (10 days) of request by the OCWD.* (Labor Code Section 1776), and penalties for failure to do so (Labor Code Section 1776(h));
5. The prohibition against employment discrimination (Labor Code Sections 1735 and 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended);

6. The prohibition against taking or receiving a portion of an employee's wages (Labor Code Section 1778);
7. The prohibition against accepting fees for registering any person for public works (Labor Code Section 1779) or for filing work orders on public works (Labor Code Section 1780);
8. The requirement to list all subcontractors that are performing 1/2 of one percent of the total amount of the contract (Government Code Section 4100, et seq.);
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed (Labor Code Section 1021 and 1021.5, and Business and Professions Code Section 7000, et seq., under California Contractors License Law);
10. The prohibition against unfair competition (Business and Professions Code Sections 17200-17208);
11. The requirement that the contractor & subcontractor be properly insured for Workers' Compensation (Labor Code Section 1861);
12. The requirement that the contractor abide by the Occupational Safety and Health laws and regulations that apply to the particular public works project; and
13. The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility and citizenship from all workers.
14. The requirement that all employees be given an itemized wage deduction statement with each payment of wages (Labor Code Section 226 et. seq).

The contractors and subcontractors attending the Job Start meeting will be given the opportunity to ask questions of the LCP representative relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the contractor's/subcontractors authorized representative and the OCWD's LCP representative. Signed copies from each conference shall be kept on file.

At the Job Start meeting, the LCP representative will provide the contractor with a copy of the LCP package which includes: a copy of the approved Labor Compliance Program, the checklist of Labor Law Requirements, applicable Prevailing Wage Determinations, blank certified payroll record forms, fringe benefit statement forms, state apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, § 1720-1861). It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

SECTION 4: INVESTIGATIVE METHODS

A. Certified Payroll Records Required

The contractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working at the public works project sites *in accordance with Labor Code §1776*. Such records shall include the name,

address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

California Code of Regulations §16401(a) stipulates the format for reporting of payroll records requested pursuant to Labor Code Section 1776 shall be on a form provided by the public entity. Copies of the forms may be procured at any office of the Division of Labor Standards Enforcement (DLSE) throughout the state and/or: Division of Labor Statistics & Research P.O. Box 420603 San Francisco, CA 94101; ATTENTION: Prevailing Wage Unit.

Acceptance of any other format shall be conditioned upon the requirement that the alternate format contain all of the information required pursuant to Labor Code Section 1776. If, however, the contractor does not comply with the provisions of Labor Code Section 1776, the Labor Commissioner may require the use of DIR's suggested format, "Public Works Payroll Reporting Form" (Form A-1-131). The wording / format for the Certified Payroll Record's Statement of Compliance acceptable by the OCWD is included herein under Attachment F.

1. Submittal of Certified Payroll Records

The contractor shall maintain weekly certified payroll records for submittal to the OCWD's labor compliance office on a weekly basis. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor indicating that the payroll records are correct and complete, and the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed by each employee.

The certified payroll records submitted pursuant to this section shall be on forms provided by the Division of Labor Standards Enforcement (A-1-131) or shall contain the same information. Forms missing any information as required on DLSE form (A-1-131) may be determined inadequate and subject to withholding under section 1771.5 (b)(5) and §16435 (d) of Title 8 of the California Code of Regulations, and as further described in section 6 (B) of this manual. Employer payments (fringe benefits) when taken as a credit against the prevailing per diem wages shall be identified on form PW26 and submitted with the first certified payroll report and any subsequent certified payroll report where wages or employer payments have changed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or other records maintained for the purpose of reporting payroll may be requested by the LCP at any time and shall be provided within 10 days following the receipt of the request.

2. Use of Electronic Reporting Forms

The certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

(a) The reports must contain all of the information required by Labor Code Section 1776, with the

information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);

(b) The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;

(c) Reports submitted to the OCWD, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;

(d) The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and

(e) No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Review Payroll Records

Payroll records submitted by contractors and subcontractors, shall be reviewed by the OCWD's LCP staff as promptly as practicable after receipt thereof, but in no event more than (30) days after receipt. "Review" for this purpose shall be defined as inspection of the records to determine if (1) all appropriate data elements identified in Labor Code §1776 (a) have been reported; (2) certification forms have been completed and signed in compliance with Labor Code §1776 (b); and (3) the correct prevailing wage rates have been reported as paid for each classification of labor listed thereon, with confirmation of payment in the manner and to the extent described below.

4. Confirmation of Payroll Records

Pursuant to California Code of Regulations 16432(c), "confirmation" of payroll records furnished by contractors and subcontractors shall be defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations), or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records shall be undertaken randomly for at least one worker for at least one weekly period within that month. Confirmation shall also be undertaken whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the Labor Compliance Program that payroll records furnished by a contractor or subcontractor are inaccurate.

5. On-Site Visits

Representatives of the LCP shall conduct in-person inspections at the site or sites at which the contract for public work is being performed ("On-Site Visits"). On-Site Visits may be undertaken randomly or as deemed necessary by the Labor Compliance Program, but shall be undertaken during each week that

workers are present at sites at which the contract for public work is being performed. All On-Site Visits shall include visual inspection of (1) the copy of the determination(s) of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2, and (2) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with California Code of Regulations §16429, listing a telephone number to call for inquiries, questions, or assistance with regard to the LCP. On-Site Visits may include other activities deemed necessary by the LCP to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.

6. Full Accountability

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the trades' worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them; rental equipment operators are to be reported by the rental company paying the workers' wages. Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done. The contractor shall make the records required under this section available for inspection by an authorized representative of the LCP and the Department of Industrial Relations, and shall permit such representatives to interview trades workers during hours on the project site.

7. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors in the manner specified by Labor Code Section 1775

- a. The contractor shall monitor the payment of the specified general prevailing per diem wages by each subcontractor to its employees by weekly review of the subcontractor's certified payroll records.
- b. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project (upon receipt of notification that a wage complaint has been resolved, the contractor shall pay any money retained from and owed to a subcontractor).
- c. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the general prevailing rate of per diem wages to its employees on the public works project, as well as any penalties, which have been imposed for working hours violations (Labor Code § 1813).

8. Payment to Employees

- a. Employees must be paid unconditionally, and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday. An employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday) and an established payday (such as Friday or

the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

b. If an individual is called a subcontractor, when, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the contractor who contracted for his or her services as a trade's worker.

c. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the contractor who contracted for his or her services for purposes of prevailing wage requirements, certified payroll & workers compensation laws.

d. A worker's rate for straight time hours must be equal to or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium pay. All work performed in excess of eight hours per day, 40 hours per week, on Saturday, on Sunday, and on holiday shall be paid in accordance with the applicable Prevailing Wage Determination.

9. Requests for Certified Payroll Records

Pursuant to California Code of Regulations §16400:

(a) Requests may be made by any person for certified copies of payroll records. Requests shall be made to any of the following:

- (1) the body awarding the contract, or
- (2) any office of the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards.

(b) Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:

- (1) The body awarding the contract;
- (2) The contract number and/or description;
- (3) The particular job location if more than one;
- (4) The name of the contractor;
- (5) The regular business address, if known.

NOTE: Requests for records of more than one contractor or subcontractor must list the information regarding that contractor individually, even if all requests pertain to the same particular public works project. Blanket requests covering an entire public works project will not be accepted; unless contractor and subcontractor responsibilities regarding the project are not clearly defined.

(c) Acknowledgment of Request. The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said

request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records.

(d) Request to Contractor. The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:

- (1) Specify the records to be provided and the form upon which the information is to be provided;
- (2) Conspicuous notice of the following:
 - (A) that the person certifying the copies of the payroll records is, if not the contractor, considered as an agent acting on behalf of the contractor; and
 - (B) that failure to provide certified copies of the records to the requesting public entity within 10 working days of the receipt of the request will subject the contractor to a penalty of twenty-five (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is effectuated;
- (3) Cost of preparation as provided in Section 16402; and
- (4) Provide for inspection.

(e) Inspection of Payroll Records. Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.

Pursuant to California Code of Regulations §16402: the cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.

Pursuant to California Code of Regulations §16403 (Privacy Considerations):

(a) Records received from the employing contractor shall be kept on file in the office or entity that processed the request for at least 6 months following completion and acceptance of the project. Thereafter, they may be destroyed unless administrative, judicial or other pending litigation, including arbitration, mediation or other methods of dispute resolution, are in process. Copies on file shall not be obliterated in the manner prescribed in subdivision (b) below;

(b) copies provided to the public upon written request shall be marked, obliterated or provided in such a manner that the name, address and Social Security number, and other private information pertaining to each employee cannot be identified. All other information including identification of the contractor shall not be obliterated;

(c) the public entity may affirm or deny that a person(s) was or is employed on a public works contract (by a specific contractor) when asked, so long as the entity requires such information of an identifying nature which will reasonably preclude release of private or confidential information.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. A journey level worker must always be present at the job site where an apprentice is performing the work of his craft. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

1. Contractor Responsibility

The contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work.

Compliance with California Labor Code § 1777.5 require all public works contractors and subcontractors to do the following when apprenticeable crafts are employed on the project:

- a. Prior to commencing work on a contract for public works, every contractor shall submit Contract Award Information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The form DAS 140 can be used for this purpose.
- b. Employ apprentices on public works projects in a ratio to journeypersons as stipulated in the apprenticeship standards under which each apprenticeship committee operates, but in no case shall the ratio be less than one (1) apprentice to each five (5) journeypersons unless a lower/higher ratio is allowed via exemption for a particular craft;
- c. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and
- d. It should be noted that a prior approval for a specified project does not confirm approval to train on any other project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

2. Duties of a Labor Compliance Program with Respect to Apprenticeship Standards

- a. The OCWD's LCP staff shall:
 1. Inform contractors and subcontractors bidding public works of the apprenticeship requirements defined in Labor Code 1777.5 and CCR 230, 230.1;

2. Send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and
3. Refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

b. The OCWD's LCP staff shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including:

1. That any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity,
2. That apprentices are paid no less than the prevailing apprentice rate,
3. That workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and
4. Requiring that the regular prevailing wage rate be paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

C. Audit of Certified Payroll Records

1. An Audit, as defined herein, shall be prepared by the OCWD's LCP staff whenever the LCP has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the LCP after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Appendix B, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency. Records supporting an Audit shall be maintained by the OCWD's LCP to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code Section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations.
2. After the LCP has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i)

and (ii). If, based upon the contractor's submission, the LCP reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the LCP shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the LCP. For each instance in which a wage deficiency is resolved in accordance with this regulation, the LCP shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the Audit prepared pursuant to subpart (e) above along with any exculpatory information submitted to the Labor Compliance Program by the affected contractor or subcontractor.

SECTION 5: REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, the LCP will make a written report to the Labor Commissioner which shall include:

1. A detailed report which shall accurately describe the nature of the alleged violation and a description of the evidence which supports said allegations;
2. An audit consisting of a comparison of payroll records to the best available information as to the actual hours worked and wages paid;
3. The classification of workers employed on the public works contract, and any other additional investigative information as may be required to clarify the audit. Reports will be submitted on all appropriate willful violations including intent to defraud and deliberate failure or refusal to comply with public works law. All reports will include a recommendation regarding the appropriateness of debarment. Principal areas of concern include, but are not limited to, the following:

A. Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and OCWD contracts) may be determined a willful violation whenever less than the stipulated basic hourly rate is paid to trades workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated. The facts related to such willful violations may result in a determination that the contractor intended to defraud its employees of their wages.

B. Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records. Such violations are deemed to be willful violations committed with the intent to defraud.

C. Failure to Submit Certified Payroll Records

The contractors and subcontractors shall have 10 days upon notification of the LCP representative in which to comply with the requirement for submittal of weekly payroll records that are complete and accurate. Failure to provide certified payroll records as prescribed, will result in the withholding of contract payments pursuant to labor code §1771.5 (b)(5) and §16435 (d) of Title 8 of the California Code of Regulations and as further described in Section 6 (B) of this manual.

D. Failure to Make Employer Payments

Employer payments are defined as the amounts stipulated for fringe benefits or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to make employer payments or provide fringe benefits and/or make trust fund contributions in a timely manner is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner, upon completion of an investigation and audit.

E. Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner, as a willful violation, upon completion of an investigation and audit.

F. Taking or Receiving Portions of Wages of Workmen or Working Subcontractors as Felony

Every person, who individually or as a representative of the OCWD, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

SECTION 6: ENFORCEMENT ACTION

A. Duty of the Labor Compliance Program

Pursuant to California Code of Regulations §16434, Duties of Labor Compliance Program:

(a) A Labor Compliance Program shall have a duty to the Director to enforce the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and these regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the Labor Commissioner to refer to the Director's ongoing advisory service of web-posted public works coverage determinations as a source of information and guidance in making enforcement decisions. It is also the practice of the Labor Commissioner to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

(b) Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, the Labor Compliance Program shall do all of the following:

- (1) Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone

number of the investigator assigned to the complaint;

(2) Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor;

(3) Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the Labor Compliance Program;

(4) Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and

(5) Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.

(c) The duties of a Labor Compliance Program with respect to apprenticeship standards are as follows:

(1) Either the OCWD or the Labor Compliance Program acting on its behalf shall

(A) inform contractors and subcontractors bidding public works about apprenticeship requirements, (B) send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and (C) refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

(2) The Labor Compliance Program shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including:

(A) that any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity, (B) that apprentices are paid no less than the prevailing apprentice rate, (C) that workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and (D) requiring that the regular prevailing wage rate be paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

(d) For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (1) can be transmitted by e-mail or compact disk and (2) would be acceptable for the filing of documents in a federal or state court of record within this state.

(e) The Labor Commissioner may provide, sponsor, or endorse training on how to enforce prevailing wage requirements, including but not necessarily limited to the subjects of (1) ascertaining prevailing wage requirements and rates from the Division of Labor Statistics and Research, (2) monitoring and investigation under section 16432 above, (3) enforcement responsibilities under this section and sections 16435-16439 below, and (4) procedural requirements and responsibilities as an enforcing agency under Labor Code sections 1741-1743 and 1771.6 and sections 17201-17270 of Title 8 of the California Code of Regulations.

B. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate

1. "Withhold" means to cease payments by the OCWD, or others who pay on its behalf, or agents, to the contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code § 1729. A release bond under Civil Code § 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.
2. "Contracts" except as otherwise provided by agreement, means only contracts under a single master contract, including a design build contract or contracts entered into as stages of a single project, which may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771 and 1771.5;
 - a. "Delinquent payroll records" means those not submitted on the basis set forth in the OCWD's contract and or the LCP;
 - b. "Inadequate payroll records" is any one of the following:
 1. A record lacking the information required by Labor Code § 1776;
 2. A record which contains all of the required information but which is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;
 3. A record remaining uncorrected for one payroll period, after a notice has been given to the contractor or subcontractor of inaccuracies detected by audit or record review; provided, however, prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code § 1776 and § 16401 of Title 8 of the California Code of Regulations.
 - c. The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code §1771.5 (b)(5), and it does not require the prior approval of the Labor Commissioner. The OCWD shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the LCP has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the LCP provides notice that the subcontractor has cured the delinquency or deficiency.
 - d. When contract payments are withheld under this section, the LCP shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a

statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the LCP has exceeded its authority under this section.

- e. No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.
- f. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(h) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(h) does require the prior approval of the Labor Commissioner under section 16436 of the California Code of Regulations.

C. Withholding Contract Payments When, After Investigation, It Is Established That Underpayment or Other Violation Has Occurred.

1. "Withhold" and "contracts" have the same meaning set forth in sections 16435(a) and 16435(b) of these regulations.
2. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
3. "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of the contractor or subcontractor:
 - a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Labor Code §1773 and determined to be the prevailing rate due workers in such crafts, classifications or trade in which they were employed.
 - b. The difference between the amounts paid to workers and the correct amounts of employer payments, as defined in Labor Code §1773 .1 and determined to be part of the prevailing wage costs of contractors due for employment of workers in such craft, classification, or trade in which they were employed.
 - c. Estimated amounts of "illegal taking of wages"; and
 - d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council.

The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of the California Code of Regulations.

4. Provisions relating to the penalties under Labor Code Sections 1775, 1776, 1777.7, and 1813:

- a. Pursuant to Labor Code §1775, the contractor shall, as a penalty to the OCWD, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages.
- b. Pursuant to Labor Code § 1776(h), the contractor shall, as a penalty to the OCWD, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. The assessment of penalties under this section does require the prior approval of the Labor Commissioner under §16436 of Title 8 of the California Code of Regulations.
- c. Pursuant to Labor Code § 1777.5, contractors and subcontractors are required to employ registered apprentices on public works projects. Each contractor and subcontractor shall keep an accurate payroll record relative to apprentices per §1776 of the Labor Code.
- d. In situations involving overtime, the contractor shall, as an additional penalty to the OCWD forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of §1813 of the Labor Code.

D. Forfeitures Requiring Approval by the Labor Commissioner

- 1. For the purposes of this section and §16437 below, "forfeitures" means the amount of wages, penalties and forfeitures assessed by the Labor Commissioner and proposed to be withheld pursuant to Labor Code §1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor; and (2) penalties assessed under Labor Code §1775, 1776 and 1813.
- 2. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1,000.00, the forfeiture shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) The Notice of Withholding of Contract Payments authorized by Labor Code §1771.6(a); (2) an audit as defined in §16432(e) of the California Code of Regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code §1775.
- 3. For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with §16437 of the California Code of Regulations.

E. Determination of Amount of Forfeiture by the Labor Commissioner (Title 8 CCR §16437)

- 1. Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request (included as an appendix to this manual) shall include a file or report to the Labor Commissioner which contains at least the information: specified in subparts (a) through (i) below.

- a. Whether the public work has been accepted by the OCWD and whether a valid notice of completion has been filed, the dates if any when those occurred, and the amount of funds being held in retention by the OCWD;
 - b. Any other deadline which, if missed, would impede collection;
 - c. Evidence of violation in narrative form;
 - d. Evidence of violation obtained under §16432 of the California Code of Regulations and a copy of the audit prepared in accordance with §16432(e) setting forth the amount of unpaid wages and applicable penalties;
 - e. Evidence that before the forfeiture was sent to the Labor Commissioner (1) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractors or subcontractors attention, and (2) the contractor and subcontractor either did not do so or failed to convince the LCP of its position.
 - f. Where the LCP seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractors or subcontractors attention, a statement should accompany the proposal for a forfeiture with a recommended penalty amount, pursuant to Labor Code § 1775(a);
 - g. Where the LCP seeks only wages or a penalty less than \$50 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractors attention, the file should include the evidence as to the contractor or subcontractors knowledge of his or her obligation, including the programs communication to the contractor or subcontractor of the obligation in the bid invitation, at the Pre-Job Conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection (f) above and recommended penalty amounts, pursuant to Labor Code § 1775(a);
 - h. The previous record of the contractor and subcontractor in meeting prevailing wage obligations; and
 - i. Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under §16425 or 16426 of the California Code of Regulations or whether it has been granted extended approval under §16427 of the California Code of Regulations.
2. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment or, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code §1742
 3. A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The LCP may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.

4. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.
5. The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:
 - a. For all programs other than those having extended authority under §16427 of the California Code of Regulations, on the date the Labor Commissioner serves by first class mail, on the OCWD's LCP, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of the forfeiture approved. Service on the contractor and subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record.
 - b. For programs with extended authority under §16427 of the California Code of regulations, approval is effective 20 days after the requested forfeitures are served on the Labor Commissioner, unless the Labor Commissioner services a notice on the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of the notice of further review.

F. Notice of Withholding

1. As a matter of enforcing this chapter in accordance with Section 1726 or 1771.5, The OCWD shall provide Notice of the Withholding of Contract Payments (included as an appendix to this manual) to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the Notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The Notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The OCWD shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the OCWD.
2. The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the Notice of the Withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the OCWD.
3. Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding, the OCWD shall not disburse any contract payments withheld.
4. From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

5. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the OCWD that has enforced this chapter pursuant to Section 1771.5.

G. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages and the matter has been resolved without litigation by or against the Labor Commissioner, the OCWD shall deposit penalties and forfeitures into its general fund or fund of its choice.
2. Where collection of fines, penalties, or forfeitures results from Administrative proceedings or court action to which the Labor Commissioner and the OCWD are both parties, the fines, penalties, or forfeitures shall be divided between the General Funds of the State and the OCWD, as the court so deems.
3. All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the OCWD's Labor Compliance Program is not a party, shall be deposited in the general fund of the State.
4. All wages and benefits which belong to an employee and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of court action pursuant to Labor Code § 1775, and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who will deal with such wages and benefits in accordance with Labor Code §96.7.

H. Debarment Policy

It is the policy of the LCP that the Public Works Prevailing Wage requirements set forth in the California Labor Code, Section 1720-1861, be strictly enforced. In furtherance thereof, construction contractors and subcontractors found to be repeat violators of the California Labor Code shall be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract, within the state of California, for the performance of construction and/or maintenance services for the period not to exceed three (3) years in duration. The duration of the debarment period shall depend upon the nature and severity of the labor code violations and any mitigating and/or aggravating factors, which may be present at the hearing conducted by the Labor Commissioner for such purpose.

SECTION 7: REQUEST FOR REVIEW OF A LABOR COMPLIANCE PROGRAM ENFORCEMENT ACTION / SETTLEMENT AUTHORITY

1. After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by

the assessment or notice, the director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter. (b) Notwithstanding subdivision (a), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the assessment or notice, for the Department to hold in escrow pending administrative and judicial review. The department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

2. A contractor or subcontractor may request a settlement meeting pursuant to Labor Code §1742.1(b) and may request review of a LCP enforcement action in accordance with Labor Code §1771.6(b) and 1742 and the regulations found at §17201-17270 of Title 8 of the California Code of Regulations. The LCP shall have the rights and responsibilities of the enforcing agency (as defined in § 17202(f) of Title 8 of the California Code of Regulations, in responding to such a Request For Review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing officer, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing procedures, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.
3. If a contractor or a subcontractor seeks review of a LCP enforcement action, the Labor Commissioner may intervene to represent the OCWD, or to enforce relevant provisions of the Labor Code consistent with the practices of the Labor Commissioner, or both.
4. Except in cases where the Labor Commissioner has intervened pursuant to section (B) above, the LCP shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payment issued pursuant to Labor Code §1771.6 and any review proceeding under Labor Code §1742, without any further need for approval by the Labor Commissioner. Whenever a LCP settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code §1742, the LCP shall document the reasons for the settlement or request for dismissal and shall make that document available to the Labor Commissioner upon request.
5. For each public work project subject to a LCP's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (1) can be transmitted by e-mail or compact disk and (2) would be acceptable for the filing of documents in a federal or state court of record within this state.
6. The Labor Commissioner may provide, sponsor, or endorse training on how to enforce prevailing wage requirements, including but not necessarily limited to the subjects of (1) ascertaining prevailing wage

requirements and rates from the Division of Labor Statistics and Research, (2) monitoring and investigation under section 16432 above, (3) enforcement responsibilities under this section and sections 16435-16439 below, and (4) procedural requirements and responsibilities as an enforcing agency under Labor Code sections 1741-1743 and 1771.6 and sections 17201-17270 of Title 8 of the California Code of Regulations.

SECTION 8: PRIORITY DISTRIBUTION OF FORFEITED SUMS

A. Withholding of Forfeited Sums

1. Before making payments to the contractor of money due under a contract for public work, the OCWD shall withhold and retain there from all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the OCWD until receipt of a final order that is no longer subject to judicial review.

B. Disposition of Forfeited Sums

1. The prevailing wage recovery process of this LCP is in accordance with Labor Code § 1775, which provides that out of any funds withheld, recovered, or both, there shall first be paid the amount due each worker notwithstanding the filing of any Stop Notice by any person pursuant to Civil Code § 3179, et seq. Therefore, all workers employed on a public works project who are paid less than the prevailing wage rate shall have priority over all Stop Notices filed against the contractor.
2. In the event that there are insufficient funds available in the contractor's account to pay the total amounts due, the unpaid prevailing wages shall have priority and must, therefore, be paid first, in accordance with Labor Code § 1775. Furthermore, if insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all said underpaid workers; and all penalties shall be deposited in the General Fund of the OCWD.

SECTION 9: ANNUAL REPORTS

Per section 16431 of the California Code of Regulations, the LCP shall submit to the Director of the DIR an annual report on the operation of its LCP no later than August 31 of each year. The reporting period will cover a 12 month period from July 1 of the preceding calendar year and will end on June 30 of the year that the annual report is due. The OCWD's annual report shall be made on form LCP-AR1, which is included herein under Attachment G.

Information in the annual report shall be reported in sufficient detail to afford a basis for evaluating the scope and level of enforcement activity of the LCP. An annual report shall also include such additional information as the LCP may be required to report as a condition of its approval.

Pursuant to California Code of Regulations §16430, the OCWD shall file a Statement of Economic Interest (FPPC Form 700) along with its Annual Report; specifically:

16430(a) An OCWD that operates either its own labor compliance program or that contracts with a third party to operate all or part of its labor compliance program shall determine and designate those employees and consultants of the program who participate in making governmental decisions for the OCWD within the

meaning of Title 2, California Code of Regulations, sections 18700 - 18702.4. Those designated employees and consultants shall be required to file Statements of Economic Interest (FPPC Form 700) and to comply with other applicable requirements of the Political Reform Act (commencing with Section 87100 of the Government Code) in connection with work performed on behalf of the OCWD. 16430(b): Designated employees and consultants who operate or are employed by a third party labor compliance program shall file their Statements of Economic Interest (FPPC Form 700) with the filing officer of each OCWD with which the third party program contracts, unless the Department of Industrial Relations or the Fair Political Practices Commission specifies a different or alternative filing location.

SECTION 10: OUTREACH ACTIVITIES

To ensure the successful implementation of this Labor Compliance Program, there shall be several outreach activities initiated and maintained. The LCP Administrator shall be responsible for communication and outreach activities relative to public information on the Labor Compliance Program:

1. Regular presentations to contractors at all job walk meetings (pre-bid conferences) and job start meetings (pre-job conferences);
2. Ongoing communication via correspondence and with workers at job sites when review of the CPR's reveals the possibility of prevailing wage violations.
3. Periodic meetings with contractor and labor organizations, prime contractors and subcontractors or work preservation volunteers interested in public works contracting.

ATTACHMENTS

This section contains the attachments applicable to the OCWD's Labor Compliance Program

ATTACHMENT A - CHECKLIST OF LABOR LAW REQUIREMENTS FOR REVIEW AT PER-JOB CONFERENCE

(In accordance with CCR § 16421)

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors, unless subject to exemption per Labor Code § 1771.5. Should a contract exceed exemption amounts, the contractor and its subcontractors are required to pay not less than the specified general prevailing wage rates.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

2. Apprentices

It is the duty of the contractor and subcontractor to employ registered apprentices on public works projects per Labor Code § 1777.5.

3. Penalties

Penalties, included forfeitures, and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects), failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code §§ 1775, 1776, 1777.7, and 1813.

4. Certified Payroll Records

Per Labor Code § 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journey person, apprentice, worker, or other employee hired in connection with a public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls to the Labor Compliance office on a weekly basis. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week and the final payroll for each contractor and subcontractor shall be identified in bold markings as "Final Project Payroll".

5. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code Sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and ethnic groups as delineated below:

a. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project.

b. The contractor and each subcontractor shall maintain accurate records of employment information as required by the Monthly Employment Utilization Report. This report shall specify the ethnicity and gender for each employee in a craft, trade, or classification.

c. Further, efforts should be made to employ apprentices on public works contracts per Labor Code § 1777.5 efforts to employ apprentices should also be documented.

6. Kickback Prohibited

Per Labor Code § 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickback" from employee wages;

7. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code § 1779); or for filing work orders on public works contracts (Labor Code § 1780).

8. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total effort (Government Code § 4100, et seq.);

9. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code § 1021 and Business and Professions Code § 7000, et seq. under California Contractors License Law);

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code §§ 17200-17208);

11. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code § 3700 (Labor Code § 1861);

12. OSHA

Contractors and subcontractors are required to comply with the Occupational, Safety and Health laws and regulations applicable to the particular public works project; and

13. Undocumented Workers

The Federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement as per §226 of the state labor code.

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____ (contractor)

For the Contractor:

For the OCWD's Labor Compliance Administrator

Signature

Signature

Date

Date

ATTACHMENT B – COMPLIANCE MONITORING & AUDIT RECORD WORKSHEETS

Audit Record Worksheets [8 Cal. Code Reg. §16432]

- *Public Works Investigation Worksheet*
- *Public Works Audit Worksheet*
- *Prevailing Wage Determination Summary*
- *Suggested Single Project Labor Compliance Review and Enforcement Report Form [Appendix C following 8 CCR §16434]*

WAGE DETERMINATION INFORMATION

CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

PREVAILING WAGE DETERMINATION SUMMARY

CODE NO.	CLASSIFICATION	Effective Date	HOURLY RATE	Contributions	TRAINING	TIME 1/2 SUNDAY	HOLIDAY / TRAVEL & SUBSISTENCE	Other hourly Requirements
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

Suggested Single Project Labor Compliance Review and Enforcement Report Form

[Appendix C following 8 CCR §16434]

OCWD: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recordation Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

4. Certified Payroll Record Review

- a. CPRs Received From:

Contractor/Subcontractor

For weeks ending ("w/e") through w/e

_____	_____
_____	_____
_____	_____
_____	_____

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Pay-checks or Stubs (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Explanation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Litigation Pending Under Labor Code Section 1742


<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): _____ Final report this project _____ Annual report this project

Authorized Representative for Labor Compliance Program

ATTACHMENT C - REQUEST FOR APPROVAL OF FORFEITURE

1. OCWD / THIRD PARTY LCP:

 <p>Orange County Water District c/o Lo Tan 18700 Ward Street Fountain Valley, CA 92708</p>	Date of Request:
	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

2. PROJECT INFORMATION:

Project Name:	Contract Number:
Project Location:	
Bid Advertisement Dates:	Estimated Date Project is to be completed:
Acceptance Date of Project by the OCWD:	Notice of Completion/Date Recorded with County Recorder:
Other Relevant Deadline (specify):	Amount being held in Retention:

3. CONTRACTOR INFORMATION:

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Entire Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:

Total Amount of Request for Notice of Withholding of Contract Payments:			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

[Provide narrative summaries covering the following]:

- A. *Statement of Issues.*
- B. *Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).*
- C. *Audit Report (detailed explanation of how audit was completed addressing each of the issues above).*
- D. *Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).*
- E. *Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).*


ATTACHMENTS

- 1. Audit Summary (Appendix B)
- 2. 1st Bid Advertisement Publication
- 3. Notice of Completion
- 4. Scope of Work
- 5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
 Bureau of Field Enforcement
 Attn.: Regional Manager
 300 Oceangate Blvd., No. 850
 Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

<p>LABOR COMPLIANCE PROGRAM Orange County Water District Review Office - Notice of Withholding of Contract Payments c/o Lo Tan 18700 Ward Street Fountain Valley, CA 92708 Phone: (714) 378-3368 Fax: (714) 378-3373</p>	
Date:	In Reply Refer to Case No.:

Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)

To: Prime Contractor

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

- (a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.@

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Orange County Water District
c/o Lo Tan
18700 Ward Street
Fountain Valley, CA 92708
Phone: (714) 378-3368
Fax: (714) 378-3373

Request to Review Evidence

To: _____

From:




Orange County Water District
c/o Lo Tan
18700 Ward Street
Fountain Valley, CA 92708
Phone: (714) 378-3368
Fax: (714) 378-3373

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____
Fax No.: _____

Labor Compliance Program c/o Lo Tan 18700 Ward Street Fountain Valley, CA 92708 Phone: (714) 378-3368	 <small>SINCE 1933</small>
Date:	In Reply Refer to Case No.:

ATTACHMENT D - Notice of Withholding of Contract Payments

OCWD	Work Performed in County of
Project Name	Project No.
Prime Contractor	
Subcontractor	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for _____ (Labor Compliance Program) has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

The Labor Compliance Program has determined that the total amount of wages due is: \$_____

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$_____

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$_____

LABOR COMPLIANCE PROGRAM

 By: _____

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program
Review Office-Notice of Withholding of Contract Payments
c/o Lo Tan
18700 Ward Street
Fountain Valley, CA 92708

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (b), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding the notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to the contact named below at the following address:

Orange County Water District
c/o Lo Tan
18700 Ward Street
Fountain Valley, CA 92708

Liquidated Damages

In accordance with Labor Code section 1742.1, after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If the notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.


The Amount of Liquidated Damages Available Under this Notice is S_____.

Distribution:

Prime Contractor
Subcontractor
Surety(s) on Bond

Attach:

Audit Summary
Proof of Service

Orange County Water District c/o Lo Tan 18700 Ward Street Fountain Valley, CA 92708 Phone: (714) 378-3368 Fax: (714) 378-3373	
Date:	Case or Contract No.:

**ATTACHMENT E - NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS
DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS
(8 CCR §16435)**

OCWD:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

The following payroll records are delinquent (specify weeks and due dates):

The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

Orange County Water District
c/o Lo Tan
18700 Ward Street
Fountain Valley, CA 92708
Phone: (714) 378-3368
Fax: (714) 378-3373

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.

(a) "Withhold" means to cease payments by the OCWD, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking any of the information required by Labor Code Section 1776;

(2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;


(3) A record remaining uncorrected for one payroll period after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one (1) percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.

(e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The OCWD shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; *provided that* a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

(f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

(g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

(h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(h) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(h) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

<p>LABOR COMPLIANCE PROGRAM Orange County Water District Review Office - Notice of Withholding of Contract Payments c/o Lo Tan 18700 Ward Street Fountain Valley, CA 92708</p> <p>Phone: (714) 378-3368 Fax: (714) 378-3373</p>	
<p>Date:</p>	<p>In Reply Refer to Case No.:</p>

Notice of Transmittal

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated _____, postmarked _____, and received by this office on _____.

Also enclosed please find the following:

- _____ Copy of Notice of Withholding of Contract Payments
- _____ Copy of Audit Summary


LABOR COMPLIANCE PROGRAM
Orange County Water District

By: _____

cc: Prime Contractor
Subcontractor
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at Title 8, California Code of Regulations sections 17201-17270. These hearings are **not** governed by Chapter 5 of the Government Code, commencing with section 11500.

ATTACHMENT F – CERTIFID PAYROLL RECORD (CPR) TEMPLATE



California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:		CONTRACTORS LICENSE NO.:		SPECIALTY LICENSE NO.:		ADDRESS:											
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:		PROJECT OR CONTRACT NO.:											
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH HOLDING EMPLOYERS	(3) WORK CLASSIFICATION	(4) S O	(5) DAY DATE				(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS						(9) CHECK NO.	
				M	T	W	TH										F
				HOURS WORKED EACH DAY					THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELFARE	PENSION	NET WGS PER WEEK
									ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC. TRNS	
									THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELFARE	PENSION	
									ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC. TRNS	
									THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELFARE	PENSION	
									ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC. TRNS	
									THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELFARE	PENSION	
									ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC. TRNS	

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed (See reverse side)

Form A-1-131 (Nov. 2-80)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

I, _____ (Name of Signatory Party) _____ (Title) _____

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ (Contractor or Subcontractor) _____ on the _____

_____ (Building or Work) _____ that during the payroll period commencing on the _____

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full _____

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 949, 63 Stat. 706, 72 Stat. 957, 76 Stat. 357; 40 U.S.C. § 3145), and described below: _____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That _____

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

LCP-AR1

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

1. Name of Labor Compliance Program (LCP) :	
2. LCP I.D. Number (assigned by DIR):	3. Date of Initial Approval:
4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):	
5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period? Please check one: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, proceed to item 6 on the next page If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant, 455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102	
What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)	
SUBMITTED BY:	
Signature _____	Name and Title _____
	Date _____

LCP-ARI

C. For any amount identified in item B for which approval of forfeiture not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Total			

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed			Amount Recovered					
	LC § 1776(g)	LC § 1775	LC § 1813	Total	LC § 1776(g)	LC § 1775	LC § 1813	Wages	Total
Total									

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one: Yes No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one: Yes No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

APPENDIX 2

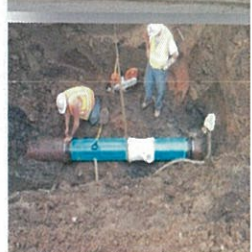
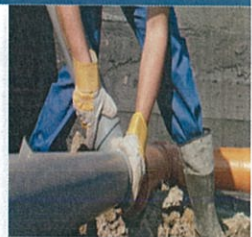
OCWD BOARD RESOLUTION ADOPTING LABOR COMPLIANCE PROGRAM



ORANGE COUNTY WATER DISTRICT

Lo Tan, Senior Engineer
18700 Ward Street
Fountain Valley, CA 92708

Phone: (714) 378-3368
Fax: (714) 378-3373
Email: LTan@ocwd.com



**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY WATER DISTRICT
ESTABLISHING A LABOR COMPLIANCE PROGRAM (LCP) WITH THE
DEPARTMENT OF INDUSTRIAL RELATIONS FOR PROJECTS
FUNDED BY PROPOSITION 84 GRANT**

WHEREAS, Public Resources Code 75075 requires an awarding body that awards any contract for a public works project financed in any part from funds made available pursuant to Proposition 84 to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project; and

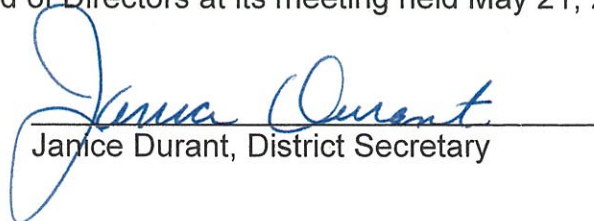
WHEREAS, the Orange County Water District (OCWD) seeks to establish a Department of Industrial Relations approved in-house Labor Compliance Program approved by the Department of Industrial Relations; and

WHEREAS, the OCWD may utilize the services of a labor compliance program consulting firm to execute the services of the OCWD's LCP should it be approved by the Department of Industrial Relations;

NOW THEREFORE BE IT RESOLVED that the Board of the Orange County Water District hereby establishes a **Labor Compliance Program** geared to monitor and enforce contractors' compliance with California labor and apprenticeship laws for its public works construction projects financed in any part by Proposition 84.

CERTIFICATION OF SECRETARY

I, Janice Durant, District Secretary of the Orange County Water District, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Board of Directors at its meeting held May 21, 2014.



Janice Durant, District Secretary



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 26, 2021
SUBJECT: Fiscal Year 2020 Water Loss Audit

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.

Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

At its May 17, 2016 meeting, the Engineering and Operations (E&O) Committee received an information item entitled, "Water Loss Update."

At its October 16, 2018 meeting, the E&O Committee received a presentation on the results of the Fiscal Year (FY) 2018 Water Loss Audit.

At its November 19, 2019 meeting, the E&O Committee received a presentation on the results of the FY 2019 Water Loss Audit.

BACKGROUND

California Senate Bill No. 555 requires urban retail water suppliers to perform an annual water audit using the American Water Works Association's (AWWA) Free Water Audit Software, version 5.0. The water audit must be validated by a third party certified Water Audit Validator. The validated water audit must be submitted to the State Department of Water Resources by October 1st of each year. Mesa Water District's (Mesa Water) FY 2020 Water Loss Audit is included as Attachment A.

DISCUSSION

The annual water loss audit starts with a water balance for water that entered the distribution system (water supplied) and water that reached customer meters (water consumed). The difference between water supplied and water consumed is considered water loss. The water loss is further classified and adjusted by production meter and customer meter accuracy testing, estimates of authorized consumption but unmetered water uses, estimates of water theft, and estimates of billing errors. Water losses are characterized as Apparent (or unavoidable) Losses or Real Losses. An example of an Apparent Loss is billing errors, and an example of a real loss is a main line break. Costs are applied to the losses, and a total cost impact is calculated for evaluation. Operations data is also used to normalize the water losses to system pressure and number of connections. To compare urban systems (more than 3000 customers) on the same scale, the Infrastructure Leakage Index (ILI) is calculated as a ratio of the actual water loss to the theoretical minimum water loss given the system pressure, length of main lines, and number of



connections based on industry standards.

For each input to the water loss audit, the validity of the input is scored by the third party water audit validator based on criteria in AWWA M36 Water Audits and Loss Control Programs, Fourth Edition, as well as the Water Loss Audit Validator Guidance Document. A final data validity score is an output of the AWWA Free Water Audit Software. It is a weighted calculation based on inputs, and normalized to a 100-point scale. The algorithm for the weighting and normalization is proprietary. A data validity score of 51 or higher indicates actionable data for setting goals and strategies for water loss improvement.

Fiscal Year 2020 Water Loss Audit Results

Table 1 summarizes Mesa Water’s Water Loss Audit Key Performance Indicators (KPI), and compares Mesa Water’s FY 2020 performance to the local Orange County retail water agencies. Of the water produced by Mesa Water, only 2.2% is attributed to real losses from breaks and background leakage, and is considered the actual loss from leaking infrastructure. Statistics on real water loss percentages from other local agencies are not available for comparison. Rather than comparing agencies on percentage of real loss, the State standard for comparing real loss is normalized to gallons of real loss per connection per day. For FY 2020, Mesa Water’s real loss was calculated to be 12.78 gallons per connection per day, and its Infrastructure Leakage Index (ILI) of 0.73 are better than averages in Orange County. The theoretical minimum ILI is 1.0. Achieving an ILI below the theoretical minimum demonstrates that Mesa Water’s pipeline infrastructure is well maintained and in good condition. Mesa Water’s data validity score of 79 is among the best in Orange County.

Table 1. Water Loss Audit Key Performance Indicators

KPI	Mesa Water	MWDOC Member Agency Average
Real Loss (as percent of water supplied)	2.2%	Not Tracked
Real Loss (Gal/connection/day)	12.78	20.83
Infrastructure Leakage Index (ILI)	0.73	1.34
Data Validity	79	70

FINANCIAL IMPACT

In Fiscal Year 2021, \$20,000 is budgeted for Water Loss Audit services; no funds have been spent to date.

ATTACHMENTS

Attachment A: Fiscal Year 2020 Validated Water Loss Audit



AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
Copyright © 2014, All Rights Reserved

Click to access definition
 Click to add a comment

Water Audit Report for: Mesa Water District (CA30100004)
Reporting Year: 2020 7/2019 - 6/2020

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

----- Enter grading in column 'E' and 'J' ----->

Volume from own sources:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="7"/>	<input type="text" value="15,067.608"/>	acre-ft/yr
Water imported:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="7"/>	<input type="text" value="847.220"/>	acre-ft/yr
Water exported:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="n/a"/>		acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="10"/>	<input type="text" value="0.53%"/>	<input type="radio"/>	<input type="radio"/>	<input type="text" value=""/>	acre-ft/yr
Value:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="7"/>		<input type="radio"/>	<input type="radio"/>	<input type="text" value=""/>	acre-ft/yr
	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value=""/>		<input type="radio"/>	<input type="radio"/>	<input type="text" value=""/>	acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="10"/>	<input type="text" value="14,990.910"/>	acre-ft/yr
Billed unmetered:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="n/a"/>		acre-ft/yr
Unbilled metered:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="n/a"/>		acre-ft/yr
Unbilled unmetered:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="9"/>	<input type="text" value="103.300"/>	acre-ft/yr

AUTHORIZED CONSUMPTION: acre-ft/yr

Click here: for help using option buttons below

Pcnt:	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text" value=""/>	Value:	<input type="text" value="103.300"/>	acre-ft/yr
-------	-----------------------	----------------------------------	-------------------------------	--------	--------------------------------------	------------

Use buttons to select percentage of water supplied OR value

WATER LOSSES (Water Supplied - Authorized Consumption)

acre-ft/yr

Apparent Losses

Unauthorized consumption: acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="9"/>	<input type="text" value="305.937"/>	acre-ft/yr
Systematic data handling errors:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="5"/>	<input type="text" value="37.477"/>	acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: acre-ft/yr

Pcnt:	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text" value="0.25%"/>	Value:	<input type="text" value=""/>	acre-ft/yr
	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text" value="2.00%"/>		<input type="text" value=""/>	acre-ft/yr
	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text" value="0.25%"/>		<input type="text" value=""/>	acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: acre-ft/yr

WATER LOSSES: acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="9"/>	<input type="text" value="328.4"/>	miles
Number of <u>active AND inactive</u> service connections:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="7"/>	<input type="text" value="25,013"/>	
Service connection density:	<input type="button" value="?"/>	<input type="text" value=""/>	<input type="text" value="76"/>		conn./mile main

Are customer meters typically located at the curbside or property line?

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)
Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: psi

COST DATA

Total annual cost of operating water system:	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="10"/>	<input type="text" value="\$32,016.851"/>	\$/Year
Customer retail unit cost (applied to Apparent Losses):	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="9"/>	<input type="text" value="\$4.27"/>	\$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	<input type="button" value="+"/>	<input type="button" value="?"/>	<input type="text" value="7"/>	<input type="text" value="\$656.00"/>	\$/acre-ft

Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 79 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

- 1: Volume from own sources
- 2: Unauthorized consumption
- 3: Systematic data handling errors



AWWA Free Water Audit Software: System Attributes and Performance Indicators

WAS v5.0
American Water Works Association.
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Water Audit Report for: **Mesa Water District (CA30100004)**
Reporting Year: **2020** **7/2019 - 6/2020**

***** YOUR WATER AUDIT DATA VALIDITY SCORE IS: 79 out of 100 *****

System Attributes:

	Apparent Losses:	383.003	acre-ft/yr
	+	Real Losses:	358.178 acre-ft/yr
	=	Water Losses:	741.180 acre-ft/yr

? Unavoidable Annual Real Losses (UARL): 488.61 acre-ft/yr

Annual cost of Apparent Losses: \$712,390

Annual cost of Real Losses: \$234,964

Valued at **Variable Production Cost**

Return to Reporting Worksheet to change this assumption

Performance Indicators:

Financial: { Non-revenue water as percent by volume of Water Supplied: 5.3%
Non-revenue water as percent by cost of operating system: 3.2% Real Losses valued at Variable Production Cost

Operational Efficiency: { Apparent Losses per service connection per day: 13.67 gallons/connection/day
Real Losses per service connection per day: 12.78 gallons/connection/day
Real Losses per length of main per day*: N/A
Real Losses per service connection per day per psi pressure: 0.16 gallons/connection/day/psi

From Above, Real Losses = Current Annual Real Losses (CARL): 358.18 acre-feet/year

? Infrastructure Leakage Index (ILI) [CARL/UARL]: 0.73

* This performance indicator applies for systems with a low service connection density of less than 32 service connections/mile of pipeline



AWWA Free Water Audit Software: Water Balance

WAS v5.0

American Water Works Association.
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Water Audit Report for:	Mesa Water District (CA30100004)	
Reporting Year:	2020	7/2019 - 6/2020
Data Validity Score:	79	

	Water Exported	Billed Water Exported				
	<i>0.000</i>					
Own Sources (Adjusted for known errors) 14,988.170	Water Supplied 15,835.390	Authorized Consumption 15,094.210	Billed Authorized Consumption 14,990.910	Billed Metered Consumption (water exported is removed) 14,990.910	Revenue Water 14,990.910	
				Billed Unmetered Consumption 0.000		
			Unbilled Authorized Consumption 103.300	Unbilled Metered Consumption 0.000	Non-Revenue Water (NRW) 844.480	
			Unbilled Unmetered Consumption 103.300			
	Water Losses 741.180	Apparent Losses 383.003	Unauthorized Consumption 39.588			
			Customer Metering Inaccuracies 305.937			
			Systematic Data Handling Errors 37.477			
Water Imported 847.220			Real Losses 358.178	Leakage on Transmission and/or Distribution Mains <i>Not broken down</i>		
			Leakage and Overflows at Utility's Storage Tanks <i>Not broken down</i>			
			Leakage on Service Connections <i>Not broken down</i>			

REPORTS:

13. REPORT OF THE GENERAL MANAGER

REPORTS:

14. DIRECTORS' REPORTS AND COMMENTS

There are no support materials for this item.

CLOSED SESSION:

16. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE 54957.6:
District Negotiator: General Manager
Employee Organization: District Employees