



*Dedicated to
Satisfying our Community's
Water Needs*

**AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Wednesday, November 10, 2021
1965 Placentia Avenue, Costa Mesa, CA 92627
4:30 p.m. Regular Board Meeting**

**Teleconference Site:
505 Water Street
Tampa, FL 33602**

**Members of the public may attend and participate in the meeting at both locations.
Notice will be posted on the door at the teleconference site.**

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 appearing on the posted agenda. Each speaker shall be limited to three minutes. The Board will set aside 30 minutes for public comments for items not appearing on the posted agenda.

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

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. Approve minutes of adjourned regular Board meeting of October 5, 2021.
2. Approve minutes of regular Board meeting of October 13, 2021.
3. Approve minutes of adjourned regular Board meeting of October 19, 2021.
4. Approve minutes of adjourned regular Board meeting of October 26, 2021.
5. Approve attendance considerations (additions, changes, deletions).
6. Board Schedule:
 - Conferences, Seminars, and Meetings
 - Board Calendar
7. Receive the Quarterly Training Report for July 1, 2021 to September 30, 2021.



PRESENTATION AND DISCUSSION ITEMS:

8. CAPTIVE INSURANCE:

Recommendation: Discuss and take action as the Board desires.

ACTION ITEMS:

9. ALERTOC PARTICIPATION:

Recommendation: Approve the Memorandum of Understanding between the County of Orange and Mesa Water District for use of countywide mass notification system, and authorize execution of the memorandum.

10. FEDERAL ADVOCACY RE. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS):

Recommendation:

- a. **Adopt Resolution No. 1550 Supporting Federal PFAS Legislation that Protects Ratepayers and Water/Wastewater Agencies; and,**
- b. **Approve advocacy letters related to PFAS Federal legislation to Orange County's Federal legislative delegation.**

REPORTS:

11. REPORT OF THE GENERAL MANAGER:

- October Key Indicators Report
- Other (no enclosure)

12. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

13. DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

14. OTHER (NO ENCLOSURE)

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 call the District Secretary at (949) 631-1205. 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 using 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 AN ADJOURNED REGULAR BOARD MEETING SCHEDULED FOR TUESDAY, NOVEMBER 16, 2021 AT 3:30 P.M.



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**MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Tuesday, October 5, 2021
1965 Placentia Avenue, Costa Mesa, CA 92627
3:30 p.m. Adjourned Regular Board Meeting**

CALL TO ORDER

The meeting of the Board of Directors was called to order at 3:30 p.m. by President DePasquale.

PLEDGE OF ALLEGIANCE

Director Atkinson led the Pledge of Allegiance.

Directors Present

Marice H. DePasquale, President
Shawn Dewane, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, P.E., Director
James R. Fidler, Director

Directors Absent

None

Staff Present

Paul E. Shoenberger, P.E., General Manager
Wendy Duncan, Records Management Specialist/
Acting District Secretary
Marwan Khalifa, CPA, MBA, Chief Financial Officer/
District Treasurer

Others Present

None

PUBLIC COMMENTS

President DePasquale asked for public comments on items not on the agenda.

There was no public present and President DePasquale proceeded with the meeting.

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

General Manager Shoenberger reported there were no items to be added, removed, or reordered on the agenda.

PRESENTATION AND DISCUSSION ITEMS:

1. WATER RATE STUDY:

Chief Financial Officer Khalifa provided a presentation that highlighted the following:

- Introduction
- Assumptions
 - Inflationary Assumptions
 - Capital Spend Scenarios, Uninflated, \$MM
 - Self-Insurance Scenarios, \$MM

- Scenarios and Financial Plan
 - Scenarios
 - Scenarios 1& 2: 4%/year, \$8MM Capital Scenario 1, \$30MM Self-Insurance Scenario 1
 - Scenario 3: 5%/year, \$8MM Capital Scenario 1, \$30MM Self-Insurance Scenario 1
 - Scenario 4: 8% first two years, then 5%/year, \$4MM Capital Scenario 2, 12-Year Self-Insurance Scenario 2

CFO Khalifa responded to questions from the Board and they thanked him for the presentation.

2. CAPTIVE INSURANCE:

CFO Khalifa provided a presentation that highlighted the following:

- Captive Goals
- Captive Set-Up
- Funding Capital Budget with Captive
- General Assumptions of Funding Model
- Approved: \$30MM Funding Over 2 Years
- Approved Funding Model Results (\$000's) at 8% Return
- Potential Goal: Additional Contribution to Fund Capital in Perpetuity
- Budget Growth
- Necessary Funding Contributions
- 12-Year Accumulation
- 15-Year Accumulation
- Resulting Growth in Assets
- Target Dividends for Capital

CFO Khalifa responded to questions from the Board and they thanked him for the presentation.

3. PROPERTY TAX:

CFO Khalifa provided a presentation that highlighted the following:

- Property Fee Goals
- Legal Review
- Board Decision
- Amount Available to Transfer to Fee
- Calculation Method
- Summary

CFO Khalifa responded to questions from the Board and they thanked him for the presentation.

MOTION

Motion by Director Bockmiller, second by Vice President Dewane, to:

- a. Approve Scenario 4;
- b. Direct staff to agendize the 12-year Captive Option at a future meeting; and,
- c. Direct staff to proceed with preparations for a five-year Water Rate Adjustment Schedule and Property Fee Transfer Public Hearings.

Motion passed 5 – 0.

Discussion ensued amongst the Board.

SUBSTITUTE MOTION

Motion by Director Bockmiller, second by Vice President Dewane, to:

- a. Approve Scenario 4;
- b. Direct staff to agendize the 12-year Captive Option at a future meeting; and,
- c. Direct staff to schedule two Public Hearings – one for a five-year Water Rate Adjustment Schedule and one for a Property Fee Transfer – on January 12, 2022.

Motion passed 5 – 0.

ACTION ITEMS:

None.

REPORTS:

4. REPORT OF THE GENERAL MANAGER
5. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

6. OTHER (NO ENCLOSURE)

President DePasquale adjourned the meeting at 4:39 p.m. to a Regular Board Meeting scheduled for Wednesday, October 13, 2021 at 4:30 p.m.

Approved:

Marice H. DePasquale, President

Denise Garcia, District Secretary



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**MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Wednesday, October 13, 2021
1965 Placentia Avenue, Costa Mesa, CA 92627
4:30 p.m. Regular Board Meeting**

CALL TO ORDER The meeting of the Board of Directors was called to order at 4:30 p.m. by President DePasquale.

PLEDGE OF ALLEGIANCE Director Bockmiller led the Pledge of Allegiance.

Directors Present Marice H. DePasquale, President
Shawn Dewane, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, P.E., Director
James R. Fidler, Director

Directors Absent None

Staff Present Paul E. Shoenberger, P.E., General Manager
Denise Garcia, Administrative Services Manager/
District Secretary
Stacie Sheek, Customer Services Manager
Stacy Taylor, Water Policy Manager
Kurt Lind, Business Administrator
Andrew D. Wiesner, P.E, Principal Engineer
Celeste Carrillo, Public Affairs Coordinator
Kaitlyn Norris, MPA, Public Affairs Specialist
Maryanne Grunbaum, Customer Service Representative II
Epuni Hinnebusch, Customer Service Representative II
Jamar Ogan, Customer Service Representative II
Rob Anslow, Partner, Atkinson, Andelson, Loya, Ruud & Romo

Others Present Kimera Hobbs, Development Consultant, Moran Consulting, Inc.
Tim McLarney, Ph.D., President, True North Research, Inc.
Claudia Shambaugh, Public Affairs Host/Producer, KUCI Radio

PUBLIC COMMENTS:

President DePasquale asked for public comments on items not on the agenda.

There were no comments and President DePasquale proceeded with the meeting.

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

General Manager Shoenberger reported there were no items to be added, removed, or reordered on the agenda.

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. Approve minutes of regular Board meeting of September 8, 2021.
2. Approve minutes of adjourned regular Board meeting of September 28, 2021.
3. Approve attendance considerations (additions, changes, deletions).
4. Board Schedule:
 - Conferences, Seminars, and Meetings
 - Board Calendar
5. Authorize President Marice H. DePasquale to be the voting delegate for the Association of California Water Agencies' election of Board President and Vice President for the 2022 – 2023 term.

President DePasquale asked for comments from the public. There were no comments.

MOTION

Motion by Director Bockmiller, second by Vice President Dewane, to approve Items 1 – 5 of the Consent Calendar. Motion passed 5 – 0.

PRESENTATION AND DISCUSSION ITEMS:

6. FISCAL YEAR 2021 CUSTOMER SERVICE AUDIT:

Business Administrator Lind introduced Moran Consulting, Inc. Development Consultant Kimera Hobbs who proceeded with a presentation that highlighted the following:

- Overview of Customer Service Department Activity
- Mesa Water Notify - Cogsdale Database Update Campaign
- Scorecard
- The Road to Gold - Current Performance
- Recommendations for Improvement

Ms. Hobbs recognized the District's Customer Service Team for their service to Mesa Water customers.

Ms. Hobbs responded to questions from the Board and they thanked her for the presentation.

7. MESA WATER DISTRICT CUSTOMER SURVEY:

GM Shoenberger provided an overview of the topic and introduced True North Research, Inc. President Tim McLarney, Ph.D. who proceeded with a presentation that highlighted the following:

- Methodology of Study
- Most Important Issue Facing Community
- Water Supply Reliability
- Knowledge of Water Origin
- Aided and Unaided Awareness of Mesa Water
- Opinion of Mesa Water District by Study Year

- Overall Satisfaction with Service Provision by Study Year
- Satisfaction with Services Tier 1
- Satisfaction with Services Tier 2
- Home Water Source
- Customer Service Representative
- Satisfaction With Communication Efforts by Study Year
- Key Findings

Mr. McLarney responded to questions from the Board and they thanked him for the presentation.

ACTION ITEMS:

8. RULES AND REGULATIONS FOR WATER SERVICE:

President DePasquale asked for comments from the public. There were no comments.

MOTION

Motion by Director Bockmiller, second by Vice President Dewane, to adopt Resolution No. 1548 Amending Mesa Water's Rules and Regulations for Water Service Superseding Resolution No. 1527. Motion passed 5 – 0, by the following roll call vote:

AYES:	DIRECTORS	Atkinson, Bockmiller, Fisler, Dewane, DePasquale
NOES:	DIRECTORS	None
ABSTAIN:	DIRECTORS	None
ABSENT:	DIRECTORS	None

9. WATER INFRASTRUCTURE FUNDING ACT OF 2022:

GM Shoenberger provided an overview of the topic.

Discussion ensued amongst the Board.

President DePasquale asked for comments from the public. There were no comments.

MOTION

Motion by Director Atkinson, second by Vice President Dewane, to adopt Resolution No. 1549 Supporting the Water Infrastructure Funding Act of 2022. Motion passed 5 – 0, by the following roll call vote:

AYES:	DIRECTORS	Atkinson, Bockmiller, Fisler, Dewane, DePasquale
NOES:	DIRECTORS	None
ABSTAIN:	DIRECTORS	None
ABSENT:	DIRECTORS	None

RECESS

President DePasquale declared a recess at 5:42 p.m.

The Board meeting reconvened at 5:45 p.m.

REPORTS:

10. REPORT OF THE GENERAL MANAGER:
 - September Key Indicators Report
 - Other (no enclosure)
11. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

12. DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)
13. OTHER (NO ENCLOSURE)

President DePasquale adjourned the meeting at 5:54 p.m. to an Adjourned Regular Board Meeting scheduled for Tuesday, October 19, 2021 at 4:00 p.m.

Approved:

Marice H. DePasquale, President

Denise Garcia, District Secretary

Recording Secretary: Sharon D. Brimer



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**MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Tuesday, October 19, 2021
1965 Placentia Avenue, Costa Mesa, CA 92627
4:00 p.m. Adjourned Regular Board Meeting**

CALL TO ORDER

The meeting of the Board of Directors was called to order at 4:00 p.m. by President DePasquale.

PLEDGE OF ALLEGIANCE

President DePasquale led the Pledge of Allegiance.

Directors Present

Marice H. DePasquale, President
Shawn Dewane, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, P.E., Director
James R. Fisler, Director

Directors Absent

None

Staff Present

Paul E. Shoenberger, P.E., General Manager
Denise Garcia, Administrative Services Manager/
District Secretary

Others Present

Sharon M. Browning, Principal, Sharon Browning &
Associates

PUBLIC COMMENTS

President DePasquale asked for public comments on items not on the agenda.

There was no public present and President DePasquale proceeded with the meeting.

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

General Manager Shoenberger reported there were no items to be added, removed, or reordered on the agenda.

PRESENTATION AND DISCUSSION ITEMS:

1. BOARD WORKSHOP FACILITATOR:

GM Shoenberger introduced Sharon Browning & Associates Principal Sharon M. Browning who proceeded with a brief review of the August 26, 2021 workshop meeting.

Discussion ensued amongst the Board.

The Board confirmed and defined the following:

- The role of the Board of Directors;
- The purpose of the Board of Directors; and,
- The function of the Board of Directors.

ACTION ITEMS:

None.

REPORTS:

3. REPORT OF THE GENERAL MANAGER
4. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

5. OTHER (NO ENCLOSURE)

President DePasquale adjourned the meeting at 6:10 p.m. to an Adjourned Regular Board Meeting scheduled for Tuesday, October 26, 2021 at 3:30 p.m.

Approved:

Marice H. DePasquale, President

Denise Garcia, District Secretary



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

BOARD OF DIRECTORS COMMITTEE MEETING

CALL TO ORDER The meeting of the Board of Directors was called to order at 3:30 p.m. by President DePasquale.

PLEDGE OF ALLEGIANCE President DePasquale led the Pledge of Allegiance.

Directors Present	Marice H. DePasquale President Shawn Dewane, Vice President <i>(arrived at 3:37 p.m.)</i> Fred R. Bockmiller, P.E., Director James R. Fidler, Director
Directors Absent	Jim Atkinson, Director
Staff Present	Paul E. Shoenberger, P.E., General Manager Phil Lauri, P.E., Assistant General Manager Denise Garcia, Administrative Services Manager/ District Secretary Marwan Khalifa, CPA, MBA, Chief Financial Officer/ District Treasurer Stacie Sheek, Customer Services Manager Syndie Ly, Human Resources Manager Tracy Manning, Water Operations Manager Kurt Lind, Business Administrator Andrew D. Wiesner, P.E., Principal Engineer Rob Anslow, Partner, Atkinson, Andelson, Loya, Ruud & Romo
Others Present	Gregg Rademacher, Chief Executive Officer, San Diego City Employees' Retirement System

WATER PROFESSIONALS APPRECIATION WEEK VIDEOS

Item taken later in the agenda.

PUBLIC COMMENTS:

President DePasquale asked for public comments on items not on the agenda.

There were no comments and President DePasquale proceeded with the meeting.

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

General Manager Shoenberger recommended reordering the agenda to take Item 12 followed by the Water Professionals Appreciation Week Videos prior to the Consent Calendar. There were no objections.

Item 12 - SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM (SDCERS):

GM Shoenberger introduced SDCERS Chief Executive Officer Gregg Rademacher who proceeded with a presentation that highlighted the following:

- 30-year Funding Ratio History
- SDCERS Board, Pre-2005
- Blue Ribbon Committee
- Consequences
- The Fallout
- New Governance
- Proposition B: The Promise and The Path Forward
- Rebuilding SDCERS
- SDCERS Board Post-2005
- Committee Structure
- Meeting Schedule
- Operational Governance
- Plan Funding
- California Amortization Survey
- California Investment Earnings Assumption Survey
- Core Values
- Stakeholders
- Mesa Water District Funding Survey
- California Funding Survey
- Lessons Learned

Mr. Rademacher and GM Shoenberger responded to questions from the Board and they thanked Mr. Rademacher for the presentation.

WATER PROFESSIONALS APPRECIATION WEEK VIDEOS

Administrative Services Manager Garcia launched three videos that were produced for Water Professionals Appreciation Week featuring Mesa Water employees.

The Board thanked Ms. Garcia for the information.

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.
11. Approve support for the proposed updates to the California Special Districts Association bylaws, and authorize President Marice H. DePasquale to cast the District's ballot.

President DePasquale asked for comments from the public. There were no comments.

MOTION

Motion by Director Fisler, second by Director Bockmiller, to approve Items 1 – 11 of the Consent Calendar. Motion passed 4 – 1, with Director Atkinson absent.

PRESENTATION AND DISCUSSION ITEMS:

12. SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM:

Item taken earlier in the agenda.

13. WATER RATE STUDY:

CFO Khalifa provided a presentation that highlighted the following:

- Financial Plan Assumptions
 - CIP Scenarios, Uninflated, \$MM
 - Self-Insurance Scenarios, \$MM
- Financial Plan
 - Scenarios
- Rate Design
 - 5/8" Meter, Single Family Residential Average Bi-monthly Bill
 - Percent Collected by Property Fee
 - Dollars Collected for 5/8" Meter by Property Fee
 - 5/8" Meter Basic, Bi-monthly Charge
 - Consumption Rate
 - Recommendation
 - Next Steps

Discussion ensued amongst the Board.

Mr. Khalifa and GM Shoenberger responded to questions from the Board and they thanked Mr. Khalifa for the presentation.

14. RESERVOIRS 1 AND 2 PUMP STATION UPGRADES PROJECT:

Principal Engineer Wiesner proceeded with a presentation that highlighted the following:

- Reservoir Project Benefits
- Reservoir 1 – Site and Pump Station Layouts
- Reservoir 2 – Site and Pump Station Layouts
- Reservoir Pump Station Flows

- Cost Estimate and Budget
- Project Benefit Summary

Mr. Wiesner responded to questions from the Board and they thanked him for the presentation.

15. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY MEMBER-AGENCY FACILITATED DISCUSSIONS/STAKEHOLDER INTERVIEWS:

GM Shoenberger provided an overview of the topic.

Discussion ensued amongst the Board.

GM Shoenberger responded to questions from the Board and the Board thanked him for the information.

ACTION ITEMS:

16. SCADA CONTROL ROOM AND WET LAB UPGRADE PROJECT:

President DePasquale asked for comments from the public. There were no comments.

MOTION

Motion by Director Bockmiller, second by Vice President Dewane, to award a contract to Hamel Contracting, Inc. for \$4,053,008 and a 10% contingency of \$405,301 for a total contract amount not to exceed \$4,458,309 to provide construction for the SCADA Control Room and Wet Lab Upgrade Project, and authorize the General Manager to execute the contract. Motion passed 4 – 1, with Director Atkinson absent.

REPORTS:

17. REPORT OF THE GENERAL MANAGER

18. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

19. TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

20. CUSTOMER WATER ARREARAGE ASSISTANCE

21. OTHER (NO ENCLOSURE)

RECESS

President DePasquale declared a recess at 5:35 p.m.

The Board meeting reconvened at 5:37 p.m.

President DePasquale announced that the Board was going into Closed Session at 5:38 p.m.

CLOSED SESSION:

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

The Board returned to Open Session at 5:57 p.m.

District Secretary Garcia announced that the Board conducted one Closed Session with the General Manager, District Secretary and Human Resources Manager pursuant to California Government Code 54957.6. The Board gave direction to staff and there was no further announcement.

President DePasquale adjourned the meeting at 5:58 p.m. to an Adjourned Regular Board Meeting scheduled for Tuesday, November 9, 2021 at 3:30 p.m.

Approved:

Marice H. DePasquale, President

Denise Garcia, District Secretary

Recording Secretary: Sharon D. Brimer



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MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: November 10, 2021
SUBJECT: Attendance at Conferences, Seminars, Meetings, and Events

RECOMMENDATION

In accordance with Ordinance No. 31, adopted April 27, 2021, authorize attendance at conferences, seminars, meetings, and events.

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.
- Goal #4: Increase public awareness about Mesa Water and about water.
- Goal #5: Attract and retain skilled employees.
- Goal #6: Provide outstanding customer service.
- Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION/DISCUSSION

At its June 10, 2021 meeting, the Board of Directors (Board) approved Fiscal Year 2022 attendance at Conferences, Seminars, Meetings, and Events.

DISCUSSION

During the discussion of this item, if any, the Board may choose to delete any item from the list and/or may choose to add additional conferences, seminars, meetings, or events for approval, subject to available budget or additional appropriation.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

2021 CONFERENCES, SEMINARS, AND MEETINGS:

November 30 - December 2, 2021	
ACWA/JPIA Fall Conference	<i>Atkinson, Bockmiller, DePasquale, Dewane, Fisler</i>
Pasadena, CA	
December 14 - 16, 2021	
Colorado River Water Users Association Conference	
Las Vegas, NV	

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1 8:30am MWDOC Planning & Operations Committee Meeting (Virtual)	2 SWMOA 2021 Annual Symposium (Pico Rivera, CA) 7:30am ISDOC Executive Committee Meeting (Virtual) 6:00pm Costa Mesa City Council Meeting (Virtual)	3 8:30am Jt. MWDOC/MWD Workshop (Virtual) 5:30pm OCWD Board Meeting (Virtual)	4 10:00am Neth Park Dedication (111 Fair Drive, Costa Mesa)	5 Pay Period Ends 7:30am WACO Meeting (Virtual)	6
7	8 5:00pm IRWD Board Meeting (Virtual)	9 8:00am R/S to 11/16 - OCBC Infrastructure Committee (Virtual) 3:30pm Mesa Water Adjourned Regular Board of Directors Meeting	10 Payday 8:00am LAFCO Meeting (Virtual) 8:30am MWDOC Admin and Finance Committee 4:30pm Mesa Water Board	11 District Holiday	12	13
14	15 8:30am CANCELED MWDOC Public Affairs & Legislation (Virtual)	16 7:30am WACO Planning Committee (VIRTUAL) 8:00am R/S from 11/09 - OCBC Infrastructure 3:30pm Mesa Water District 6:00pm Costa Mesa City	17 8:30am MWDOC Board Meeting (MWDOC/OCWD Boardroom) 5:30pm OCWD Board Meeting (Virtual)	18 8:30am MWDOC Executive Committee (Conference Room 102) 4:00pm Costa Mesa Chamber of Commerce Board Meeting (Virtual)	19 Pay Period Ends	20
21	22 4:00pm MWD Turkey Distribution 5:00pm IRWD Board Meeting (Virtual)	23	24 Payday	25 District Holiday	26 District Holiday	27
28	29	30 ACWA/JPIA Fall Conference (P	Dec 1	2	3	4

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 28	29	30	Dec 1 ACWA/JPIA Fall Conference (Pasadena, CA) 8:30am Jt. MWDOC/MWD Workshop (Virtual) 5:30pm OCWD Board Meeting (Virtual)	2	3 Pay Period Ends 7:30am WACO Meeting (Virtual)	4
5	6 8:30am MWDOC Planning & Operations Committee Meeting (Virtual)	7 7:30am ISDOC Executive Committee Meeting 9:00am ACC-OC EEW Committee Meeting 6:00pm Costa Mesa City Council Meeting (Virtual)	8 Payday 8:00am LAFCO Meeting (Virtual) 8:30am MWDOC Admin and Finance Committee 4:30pm Mesa Water Board	9 2:30pm Save the Date - Employee Recognition Event (Avenue of the Arts) - Alison Wade	10	11
12	13 Colorado River Water Users Association Conference (TBD) 5:00pm IRWD Board Meeting (Virtual)	14 8:00am OCBC Infrastructure Committee (Virtual) 3:30pm Mesa Water District Board Workshop (1965 Placentia Avenue, Costa)	15 8:30am MWDOC Board Meeting (VIRTUAL) 5:30pm OCWD Board Meeting (Virtual)	16 8:30am MWDOC Executive Committee (Virtual)	17 Pay Period Ends	18
19	20 8:30am CANCELED MWDOC Public Affairs & Legislation (Virtual)	21 7:30am WACO Planning Committee (VIRTUAL) 9:30am ACC-OC EEW Committee Meeting 6:00pm Costa Mesa City Council Meeting (Virtual)	22 Payday	23	24 District Holiday	25
26	27 District Holiday (Christmas Day Observed) 5:00pm IRWD Board Meeting (Virtual)	28 3:30pm CANCELED Mesa Water District Board of Directors Committee Meeting (Mesa Water District Boardroom, 1965 Placentia Avenue, Costa)	29	30	31 District Holiday Pay Period Ends	Jan 1, 22

January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 26	27	28	29	30	31	Jan 1, 22 District Holiday
2	3	4 7:30am ISDOC Executive Committee Meeting (VIRTUAL) 12:00pm February All Hands Theme Idea-All	5 Payday	6	7	8
9	10	11	12	13	14 Pay Period Ends	15
16	17 District Holiday	18 7:30am WACO Planning Committee (VIRTUAL)	19 Payday	20 2022 California H2O Women Conference (Santa Barbara, CA)	21	22
23	24	25	26 8:30am Jt. MWDOC/OCWD Meeting (MWDOC/OCWD Boardroom)	27 11:30am ISDOC Quarterly Meeting (VIRTUAL)	28 Pay Period Ends	29
30	31	Feb 1	2	3	4	5



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MEMORANDUM

TO: Board of Directors
FROM: Syndie Ly, Human Resources Manager
DATE: November 10, 2021
SUBJECT: Quarterly Training Report

RECOMMENDATION

Receive the Quarterly Training Report for July 1, 2021 to September 30, 2021.

STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

DISCUSSION

As part of the Board of Directors' (Board) approved 2020 Strategic Plan Goal #5 – Attract and retain skilled employees, Objective B is to Build Employee Skills, specifically the following:

- Fully train a minimum of two employees in key processes to ensure accountability and sustainability
- Develop and implement an operational and institutional knowledge transfer plan

Outcome 3 calls for providing quarterly training reports to the Board.

Attached is the Quarterly Training Report for July 1, 2021 to September 30, 2021. In addition to the training listed on the report, staff also conducts safety training for all employees and Monday Morning Tailgate Talks for Water Operations, Engineering, and Customer Services field staff.

The Tailgate Talks for this quarter included the following topics:

- Texting and Working Don't Mix
- Reagents in Disguise: Chemical Safety
- Be Kind to Your Body: Stretch Before Work
- Know Your Colors: Call Before You Dig
- Take a Load Off: Tips for Safe Lifting
- Keep Trouble Out and Let Help In With Access Control
- Climb in to Confined Space Safety
- Don't Let Chemicals Get You!
- Trenching and Shoring Quiz
- Working at Altitude: Don't Fall Into Danger
- Temperature Extremes: Hypothermia and Heat Exhaustion
- Trenching: Don't Dig in to Trouble
- Listen Up to Protect Your Hearing

The Safety Training program included the following topics:

- COVID Update
- AHERA Asbestos Building Inspector
- New Hire Orientation
- Confined Space Entry Attendant



- First Aid/CPR/AED Practical
- Hearing and Respiratory Truck – Industrial Hearing

Below are the required continuing education hours needed, over a three-year period, for each Distribution and Treatment Certification Renewal held by staff:

Distribution and Treatment Certification Renewals – Required Continuing Education Hours (within the last three years)				
Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
12 hours	16 hours	24 hours	36 Hours	36 hours

FINANCIAL IMPACT

The cost for the training is budgeted each fiscal year, per department or in the overall safety budget.

ATTACHMENTS

Attachment A: Quarterly Training Report for July 1, 2021 to September 30, 2021



FY22 Quarterly Training Report

1st Quarter July 1, 2021 - September 30, 2021

Position	Department	Date of Training	Type of Training	Organization
Human Resources Analyst	Human Resources	7/15/2021	The Interactive Process	Southern California Public Labor Relations Council
Human Resources Analyst	Human Resources	7/20/2021	Documentation Made Easy	Association of California Water Agencies/Joint Powers Insurance Authority
Human Resources Analysts Human Resources Manager	Human Resources	7/21 & 7/28/2021	The Nuts and Bolts of Negotiations	Liebert Cassidy Whitmore
Human Resources Analyst	Human Resources	8/5/2021	A Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves, and Accommodations	Liebert Cassidy Whitmore
Department Assistant	Administrative Services	8/17/2021	Injury Illness Prevention Program	Association of California Water Agencies/Joint Powers Insurance Authority
Human Resources Analysts Human Resources Manager	Human Resources	8/18/2021	Exercising Your Management Rights	Liebert Cassidy Whitmore
Customer Services Manager Customer Service Representative II (s)	Customer Services	8/24/2021	Elite Customer Service	Moran Consulting
Administrative Services Manager	Administrative Services	8/30 - 9/2/2021	CSDA Annual Conference	California Special Districts Association
Human Resources Analysts Human Resources Manager	Human Resources	9/2/2021	2021 Open Enrollment Webinar	CalPERS
Water Operations Manager	Operations	9/12 - 15/2021	AWWA Water Infrastructure Conference	American Water Works Association
Human Resources Analysts	Human Resources	9/15/2021	Public Sector Law Update	Liebert Cassidy Whitmore
Customer Services Manager	Customer Services	9/29/2021	Crisis Communications	Constant Associates



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MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa, CPA, MBA, Chief Financial Officer
DATE: November 10, 2021
SUBJECT: Captive Insurance

RECOMMENDATION

Discuss and take action as the Board desires.

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.
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

At its February 23, 2021 Committee meeting, the Board of Directors (Board) directed staff to form a captive insurance corporation (captive) to include hiring consultants and to fund the captive with an amount of \$30 MM from reserves and retaining \$10 MM in working capital.

At its June 22, 2021 Committee meeting, the Board approved contracts with Strategic Risk Solutions, Kirton McConkie Law Firm, and Bickmore Actuarial to assist with the formation and management of the captive.

At its August 24, 2021 Committee meeting, the Board directed staff to agendize, at a future meeting, a recommendation regarding the composition of the Board of Directors for the captive.

At its September 8, 2021 meeting, the Board approved the formation of the Mesa Water Risk Retention Corporation as a subsidiary of Mesa Water District (Mesa Water®) and for the Board of the Corporation to consist of the current Mesa Water Board and Lorin Barker. The Board also approved the current Mesa Water Vice President and President to become the President and Vice President, respectively, of the Mesa Water Risk Retention Corporation.

At its October 5, 2021 meeting, the Board received a presentation regarding funding options for the captive and directed staff to agendize, at a future meeting, the 12-year captive option.

DISCUSSION

The Board directed staff to agendize for discussion an update and status of Captive Insurance at the November 10, 2021 meeting.

FINANCIAL IMPACT

None.



ATTACHMENTS

None.



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MEMORANDUM

TO: Board of Directors
FROM: Tracy E. Manning, Water Operations Manager
DATE: November 10, 2021
SUBJECT: AlertOC Participation

RECOMMENDATION

Approve the Memorandum of Understanding between the County of Orange and Mesa Water District for use of countywide mass notification system, and authorize execution of the memorandum.

STRATEGIC PLAN

Goal # 6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

At its July 11, 2013 meeting, the Board of Directors (Board) authorized execution of a new Memorandum of Understanding (MOU) between the County of Orange and Mesa Water District for use of AlertOC, a countywide mass notification system.

At its July 14, 2016 meeting, the Board authorized execution of a new MOU between the County of Orange and Mesa Water District for use of AlertOC, a countywide mass notification system.

BACKGROUND

AlertOC is Orange County's (County) public mass notification system utilized to notify the public of emergency events and actions that should be taken in response to those events. AlertOC is currently used by the County, most Orange County cities, and many of the water and wastewater districts. AlertOC is managed by the Orange County Sheriff's Department Emergency Management Division and is funded by the County's Chief Executive Office. Mesa Water District (Mesa Water®) would use AlertOC in the event of an emergency requiring immediate public notification per the California State Water Resources Control Board, such as a boil water notice or a do not drink order, or to notify staff of an Emergency Operations Center activation.

DISCUSSION

Due to the expiration of the current MOU on June 30, 2021, the County is requiring that all administrative users of the AlertOC system sign a new Memorandum of Understanding with the County. The MOU is identical to the previous MOU between the County and Mesa Water for this service, with Everbridge, Inc. continuing as the service provider.

In order to utilize the system, each agency is required to sign a MOU with the County and authorized users are required to attend training on the use of the system. The MOU is largely to ensure the proper use of the system and more specifically the E911 data. E911 data can only be used for emergency notifications and cannot be used for any other purpose.



Currently, all fourteen special water districts have chosen to participate in the program. City Water Departments are covered by city-wide participation in the program.

LEGAL REVIEW

Mesa Water's Legal Counsel – Atkinson, Andelson, Loya, Ruud, and Romo – has reviewed the memorandum and recommends Board approval.

FINANCIAL IMPACT

None.

ATTACHMENTS

- Attachment A: MOU Between the County of Orange and Participants for Use of Countywide Mass Notification System
- Attachment B: County of Orange Subordinate Contract with Everbridge, Inc.
- Attachment C: Countywide Public Mass Notification System Standard Operating Procedures
- Attachment D: Nondisclosure Agreement between Pacific Bell Telephone Company and the County of Orange
- Attachment E: Public Mass Notification System Individual User Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated June 30, 2021, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-20010263 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 31, 2019 attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY’s citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-20010263, Exhibit B (Countywide Public Mass Notification System Policy and Guideline), and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-20010263 between COUNTY and Everbridge, Inc. .

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

Hold Harmless: PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.

- III. **Term:** This MOU shall be in effect from July 1, 2021 and shall expire on December 30, 2024 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.
- IV. **Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. **Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B, C, and D. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, C, and D. COUNTY retains the right to update Exhibits A, B, C, and D as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with

Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Director of Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.

- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and

to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____ Date: _____
Don Barnes, Sheriff-Coroner
County of Orange

By: ~~Wendy Phillips~~ Date: May 21, 2021
Wendy Phillips (May 21, 2021 08:43 PDT)
Wendy Phillips, County Council
County of Orange

PARTICIPANT: _____

By: _____ Date: _____
Authorized Signature

Print Name and Title






1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Janell Harriman (jharriman@ocsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAIV5WZcUzTZoGZeuqwnr97kt_1qN8JVox

"1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)" History

-  Document created by Janell Harriman (jharriman@ocsd.org)
2021-05-21 - 3:29:12 PM GMT- IP address: 12.24.53.132
-  Document emailed to Wendy Phillips (wendy.phillips@coco.ocgov.com) for signature
2021-05-21 - 3:30:32 PM GMT
-  Email viewed by Wendy Phillips (wendy.phillips@coco.ocgov.com)
2021-05-21 - 3:31:18 PM GMT- IP address: 206.194.127.242
-  Document e-signed by Wendy Phillips (wendy.phillips@coco.ocgov.com)
Signature Date: 2021-05-21 - 3:43:11 PM GMT - Time Source: server- IP address: 206.194.127.242
-  Agreement completed.
2021-05-21 - 3:43:11 PM GMT

County of Orange Subordinate Contract # MA-060-20010263

with Everbridge, Inc.,

for a Public Mass Notification System (PMNS)

This Subordinate Contract MA-060-20010263 for a Public Mass Notification System (PMNS) (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures between Everbridge, Inc., having its principal place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101 (referred to as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower St., Suite 108, Santa Ana, CA 92703 (hereinafter referred to as “County”), which are sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein as though set forth in full:

- Attachment A – California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A, Supplemental No. 1 and Amendment No. 2
- Attachment B – Scope of Services
- Attachment C – Compensation and Pricing Provisions
- Attachment D – Everbridge Technical Support Services Guide (November 14, 2018 Update)
- Attachment E – Functional Requirements

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No. 3-12-70-2909A (“CMAS Contract”) for provision of a Public Mass Notification System (PMNS) by Contractor, which per its most recent renewal is set to expire on July 18, 2024; and

WHEREAS, the County requires a PMNS, and the Contractor has represented that its proposed PMNS shall meet or exceed the County’s requirements; and

WHEREAS, County and Contractor desire to enter into a Contract for Contractor to provide a PMNS under the CMAS Contract, attached hereto as Attachment A, and as further set forth in the Scope of Work, attached hereto as Attachment B; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a PMNS with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Critical Infrastructure Information (CII):** Those systems that are so vital to a nation that their incapacity or destruction would have a debilitating effect on national security, the economy, or public health and safety.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- **Deliverable:** Tangible and intangible information, material, services, or goods that must be provided to the County under the terms of the Contract.
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Failure modes:** A failure mode is a cause of failure or one possible way a system can fail. When a system has many potential ways of failing, it has multiple failure modes or competing risks.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential

emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.

- **Registrant:** Member of the public who is enrolled or enrolling in the system.
- **Security incidents:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **State of California and/or State:** As used in Attachment A (CMAS Contract), "State of California" and "State" shall mean the County, its employees and authorized agents and representatives.
- **System:** Automated computerized mass notification system for emergency public and internal responder/relevant personnel notifications, including via cell phone, email, and text.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specify the terms and conditions by which the County will procure services in connection with the CMAS Contract from the Contractor, hereinafter referred to as "PMNS" or "Services," as more fully detailed in Attachment B, Scope of Work.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments. In the event of a conflict between the language of any Attachments, precedence shall be given in the following order:
 - a. This Contract
 - b. Attachment B (Scope of Work)
 - c. Attachment E (Functional Requirements)
 - d. Attachment C (Compensation and Pricing Provisions)
 - e. Attachment A (CMAS Contract)
 - f. Attachment D (Everbridge Technical Support Services Guide).
3. **Term of Contract:** This Contract shall commence December 31, 2019, and shall be effective through and including December 30, 2020, unless otherwise terminated by County. Contract may be renewed for up to **four (4)** additional one-year terms, upon mutual agreement of both Parties and upon successful renewal of the CMAS Contract No. 3-12-70-2909A. Each renewal of this Contract

may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

4. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Attn: Joanna Burlison
Ph: 888-366-4911
Joanna.burlison@everbridge.com

County: Sheriff-Coroner Department/Emergency Management Division
2644 Santiago Canyon Rd.

Silverado, CA 92676
Attn: Michelle Anderson
Ph: 714-628-7158
MAAnderson@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
Ph: 714-834-6360
Mayala@ocsd.org

9. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and*

employees as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

10. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, costs (including without limitation reasonable attorneys' fees, court costs, alternative dispute resolution costs, associated investigation and administrative expenses), damages, fines, judgments, losses, or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, products or other performance provided by Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11. **Security Requirements:**

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal controlled substances as defined by federal law.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
12. **Clear Water Act Provision:** Contractor shall be in compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.
13. **Energy Policy and Conservation Act Provision:** Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
14. **Certifications:** Homeland Security Grant: Contractor is informed and understands that this Contract may be funded by federal Department of Homeland Security grant funds, including Homeland Security Grant funds through the California Governor's Office of Emergency Services (Cal OES). Contractor agrees to the following in relation to executing this Contract.
- a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the California Office of Emergency Services and/or Department of Homeland Security, the grant agency, and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - b. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- c. Contractor will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
 - d. Contractor will comply, with all requirements of the Contract Work and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
15. **Liquidated Damages:** It is agreed by and between Contractor and the County that if the services are not fully and completely performed within the terms of the Contract, including the failure to provide a fully functional PMNS, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage that the County will sustain by reason of such delay and/or failure to completely perform, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of \$1,700.00 for each and every day of delay and/or failure to provide a fully functional PMNS.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If provision of services under the Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays caused by the County, the time of performance of this contract will be extended commensurate with the time required for the extra services and/or delays directly attributable to the County's failure to perform, and no liquidated damages will accrue during the period of such extension.

If this contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-20010263 for a Public Mass Notification System on the dates shown opposite their respective signatures below

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

**California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A,
Supplemental No. 1 and Amendment No. 2**

ATTACHMENT B

SCOPE OF WORK

I. INTRODUCTION

The Orange County Sheriff's Department (OCSD) is headquartered in Santa Ana, California. With about 3800 employees, OCSD serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSD's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

II. SCOPE OF WORK

Contractor shall provide a PMNS that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system. Additional functional requirements are listed in Attachment E, Functional Requirements, and are incorporated into this Scope of Work. Contractor's PMNS shall meet or exceed these requirements, except as otherwise indicated therein.

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, is contained in Attachment A, the CMAS Contract.

In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein, including Attachment D, Everbridge Technical Support Services Guide, and Attachment E, Functional Requirements.

III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment E (Functional Requirements) to the County's satisfaction.
3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of

similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Responding to Legal Requests

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

Legal Proceedings

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT C

COMPENSATION AND PRICING PROVISIONS

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for PMNS services as set forth in Attachment B, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraph 33, Contract Modifications, of the CMAS General Provisions – Information Technology.**

2. **Fees and Charges:** County will pay fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	\$ 458,050

Household Count:	1,250,000
Employee Count:	50,000

QTY	Product Code	Description	GSA Classification	Price
2	101-11-11-0254-000	Mass Notification Base - Tier 11	GSA Product	USD 356,299.56
1	101-11-11-0240-000	Mass Notification Base - Tier 12	GSA Product	USD 33,700.44
1	101-11-11-0258-000	Mass Notification Base for Transportation - Tier 3	GSA Product	USD 5,000.00
1	101-01-11-0206-000	Incident Management - Incident Communications - Tier 7	GSA Product	USD 100.00
63	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 100.00
1	101-01-11-1027-000	Everbridge Community Engagement - Tier 7	GSA Product	USD 49,700.00
10	100-09-11-1038-000	Additional CE/VE Keywords – 1	Open Market	USD 100.00
50	101-00-22-8301-000	Consulting Services - Per Hour	GSA Product	USD 13,000.00

Pricing Summary:

Year One Fees:	USD 445,000.00
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One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 13,000.00
Total Year One Fees Due:	USD 458,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms – Payment in Advance:** Invoices are to be submitted at least sixty (60) days in advance of each annual contract renewal to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division
2644 Santiago Canyon Road
Silverado, California 92676
Attn: Michelle Anderson

9. **Payment (Electronic Funds Transfer (EFT))**

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT D

Everbridge Technical Support Services Guide (November 14, 2018 Update)

ATTACHMENT E

FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, digital signage, PC alert systems, and sirens

The following are the functions of the PMNS that the Contractor shall provide, as indicated by an “X” in the “Yes” column. Where a function is not currently available, as indicated by an “X” in the “No” column, Contractor shall consider and be responsive to County’s technical tickets. All available functions are included in the Scope of Work (Attachment B) at no additional cost to the County except where noted below.

#	Function	Yes	No	Additional Comments/Specifications
1.	The system will not require the County to purchase or	X		As a SaaS solution, no County hardware is required for installation of the system. Contractor will maintain all communication over HTTPS (Port 443) using its valid 2048-Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Contractor infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256-Bit encryption will be able to access and leverage the notification platform without issue. County shall be able to access the system from popular computer operating systems, such as Microsoft Windows, Linux, and Mac OS, as well as from popular smart phones and tablets.
2.	The system will not require the County to purchase or lease dedicated phone lines.	X		
3.	The system will not require the County to purchase or incur ongoing maintenance costs.	X		Contractor will provide routine upgrades, updates, and enhancements free of charge for the life of the contract with no interruption in service.

4.	The system will be redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X		Contractor will provides service at 99.99% or greater uptime.
5.	The system will include cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X		Contractor will enable active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. Contractor's monitoring tools will consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool will generate an automated alert that will be immediately investigated by Contractor's on-call support team.
6.	The service will have an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X		Contractor will provide a fully functional Restful JSON based API. As part of the API, County will be able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There will be no additional cost to access the API for managing data. If County does not have the staffing resources to build the integration, professional services to build the integration can be purchased from Contractor at an additional cost.
7.	The system will have full and complete IPAWS integration and functionality including WEA/EAS.	X		Contractor will remain certified as a gateway for IPAWS/CMAS. County and other authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Contractor's system. Once this information has been provided, County will be able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system will be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X		

9.	The system will support geo-targeted notifications.	X		Contractor will support utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges.
10.	The system will have ESRI mapping interface to allow County to select multiple contiguous or non-contiguous areas for notification.	X		System will allow users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, ESRI will be offered as a standard base map layer option.
11.	The system will incorporate raster (e.g., satellite) imagery in its mapping function.	X		The system will provide base map layers using Google, Bing, and ESRI, and County may configure the solution to support a client map server as well. From a map layer perspective, the system will also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite.
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X		The system Universe Tab is contained within the product, but County may export shapes used for selecting the target audience for any deployment from the platform for use in other systems County may have.
13.	The system will support User-defined message templates, including pre-loaded text, audio, and video files.	X		System will allow County to create and save an unlimited number of message templates to expedite communication processes. Message templates will contain pre-recorded voice and text content that can be applied to new notifications. Broadcast templates are pre-defined notifications that contain message content, target recipients, and settings. Once saved, broadcast templates may be quickly deployed individually or as a group in under 15 seconds. Templates will be stored in a corresponding library for easy management.
14.	The system will support spontaneous uploading of audio files for notifications.	X		System will support the ability to create voice recordings in several ways.
15.	The system will support spontaneous uploading of video files for notifications.	X		System will support up to five separate attachments that may be sent to email notifications. Total attachment size cannot exceed 2 MB of data and no single attachment can exceed 2MB. Additionally, these attachments may be sent to Contractor's mobile application for smart phones and tablets.

16.	The system will be capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X		Because the system is a hosted SaaS solution, there will be no limit to the number of notifications Contractor is capable of sending and no limit to the number of contacts that can be stored with the solution. Contractor will conduct regular capacity planning (quarterly) to ensure ample capacity, performance, storage, and support to maintain guaranteed SLAs.
17.	The service will be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X		Contractor will provide a verifiable and configurable call throttling mechanism. The throttling settings will allow County to modify the overall speed for all calls going out or specify an area code and prefix to modify the speed for a specific area or building.
18.	The service will be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X		
19.	The service will use multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X		Regardless of the target telephone provider, Contractor will utilize established telecommunication industry standards for placing telephone calls among public networks.
20.	The system will be configured to make multiple attempts to reach Registrants.	X		By default, each contact targeted with a notification from the Contractor solution will be sent notifications based on a "rotational contact methodology" whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Contractor seeks confirmation/response. Should confirmation/response be received, it will be recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Contractor will "rotate" to the next available device and attempt to contact the recipient again (seeking response). This process will continue until all Contact Cycles are exhausted.

21.	The system will call out-of-state and international numbers.	X		All notifications deployed from the Contractor's solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system will differentiate between human voice and voicemail/answering machine recordings.	X		Contractor fully supports this requirement through automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, County will have the option to configure how Contractor interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time will Contractor assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until confirmation is received or until the Contact Cycles have been exhausted.
23.	The system will be configured with separate sub-administration accounts for each unique participating agency.	X		The platform will support an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Contractor's system.
24.	Each User within the sub-administration accounts will have their own password.	X		
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X		
26.	The system will have a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X		
27.	The system will integrate with Nixle lists, operated by individual jurisdictions.	X		

28.	The system will publish notifications automatically to social media and RSS feeds:	X		
29.	<input type="checkbox"/> Facebook	X		
30.	<input type="checkbox"/> Twitter	X		
31.	<input type="checkbox"/> Google Alerts	X		This functionality shall be provided via Community Engagement.
32.	<input type="checkbox"/> YouTube		X	
33.	<input type="checkbox"/> WhatsApp		X	
34.	<input type="checkbox"/> RSS	X		Contractor will provide a CAP RSS feed.
35.	<input type="checkbox"/> Other (specify)			

36.	Real-time results reporting and metrics will be available to Users, including, but not limited to:	X	<p>Contractor shall provide reports for use during emergency activations as well as afterwards. The system will provide the following five types of notification reports, giving the County needed information on demand. All reports shall be capable of export.</p> <p><u>Notification Dashboard Reporting (Real-time Reporting)</u> This dashboard is a reporting system that tracks notifications in real time, allowing the County to observe the results of the broadcast as they occur. The dashboard reporting screen will automatically refresh every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. The County will be able to easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p><u>Broadcast Reports</u> The Detailed Broadcast Report will provide detailed breakdowns of each notification sent. Detailed Broadcast Reports will be available online through the Web-based administration console or can also be automatically e-mailed or faxed at the conclusion of a broadcast at County's request.</p> <p><u>Ad Hoc Reports</u> The Ad Hoc Report will allow administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Users will be able to retrieve call records via a wide variety of record search and reporting options. Contractor's Ad Hoc Reporting functionality will allow County to pull reports that are important and meaningful for its specific needs, rather than merely provide static report features.</p> <p><u>Event Analysis Reports</u> The system will provide the ability for multiple messages to be viewed in a single report. Reports may be filtered to include a single notification, or spanning multiple notifications. Using Event Reporting, County will be able to look at all messages/response details related to the same Event in a graphical and "top down" style.</p> <p><u>Detailed Notification Analysis Reports</u> A detailed Notification Analysis report will allow County to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification will be included, such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>
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37.	<input type="checkbox"/> percentage of attempted and completed notifications	X		
38.	<input type="checkbox"/> failure rates	X		
39.	<input type="checkbox"/> failure modes (with standard response definitions across sub-contracted carriers)	X		
40.	<input type="checkbox"/> time of delivery	X		
41.	<input type="checkbox"/> length of delivery	X		
42.	<input type="checkbox"/> total number delivered	X		
43.	<input type="checkbox"/> Other			
44.	Customer support must be treated as a high priority with:			
45.	<input type="checkbox"/> one primary point of contact at the company			Contractor shall offer 24x7x365 Technical Support via https://www.everbridge.com/customers/support/ and at the email address and telephone numbers listed in Attachment D, Everbridge Technical Support Services Guide
46.	<input type="checkbox"/> 24/7/365 emergency support line (for both administrators and self-registration accounts)	X		Contractor will provide ongoing support via the Internet, e-mail, and telephone. Contractor's Technical Support will be available to the County at any time of day or night, 24x7x365. Technical Support staff members will be full-time Contractor employees located on-site who are well-versed on Contractor's system. Technical Support shall not be outsourced to third parties that do not have Contractor's expertise. Additionally, Contractor shall have support personnel deployed at all of its offices around the world.

47.	<input type="checkbox"/> live chat			
48.	<input type="checkbox"/> screen-sharing tools			Contractor support personnel will initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with County to provide support if necessary.
49.	<input type="checkbox"/> one business day deadline for non-emergency support			Contractor shall meet support timelines outlined in Attachment D, Everbridge Technical Support Services Guide.
50.	The Contractor will have a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.			<p>County may enter feature requests for the PMNS through Contractor’s Client Services. All requests will be logged and tracked by Contractor’s development team, and as more clients request similar features, Contractor may include these into the notification platform. In regard to “change management,” Contractor will employ the following industry-standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Approved, detailed, written specifications from the business group Impact analysis <input type="checkbox"/> An approval hierarchy that includes at least one company executive <input type="checkbox"/> Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system <input type="checkbox"/> Documented approvals for applying any changes to the Development, Test, and Production environments <input type="checkbox"/> Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. <input type="checkbox"/> Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. <input type="checkbox"/> Back-out procedures <input type="checkbox"/> Specification of onboarding and maintenance windows
51.	All data entered into the system from any source will remain the property of the County; data cannot be provided or sold to other entities.	X		
52.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X		Contractor will support this function through its Engagement functionality, as well as through IPAWS.

53.	Contractor will obtain E911 from all carriers within the County of Orange, California.	X		County will obtain E911 from all carriers within the County and provide the data to Contractor; if, in the future, California law is updated to allow for the Contractor to receive this data directly, the County and Contractor will work together to transition this process. This will allow County to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy.
54.	Contractor will geo-code all E911 data following a mutually agreed upon systematic process.	X		Regardless of the method used to manage the data, if a physical address is supplied to the Contractor's platform, Contractor will geo-code the address and determine the Latitude/Longitude coordinates for the location. These coordinates will then be used to drop a pin on the map (color of the pin will be defined by County and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. System will allow County to also specify the precision level of the GIS information utilized in the Contractor's solution through the Precision GIS functions, which can enhance the level of accuracy and will allow the County to directly handle "centroid" geocoding challenges they may experience.
55.	The system will have more than one geo-coding system or process.	X		System will allow geocoding to be conducted using Contractor's inherent geo-coding or County may leverage Precision GIS capabilities and supply its own geo-coding.
56.	The Contractor will code residential and business lines.	X		
57.	The Contractor will upload E911 data that has been geo-coded and identified as business/residential.	X		
58.	The Contractor will upload E911 data that has been geo-coded and identified as listed and unlisted.	X		

59.	The Contractor will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X		
60.	The system will flag failed notifications for specific causes and allow the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X		
61.	The system will support contact lists of unlimited length.	X		
62.	The system will support nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B & C)	X		
63.	The Contractor will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X		County may contact Contractor's 24x7x365 tech support team with questions regarding, or for support on, data management and review of communication campaigns.
64.	The system must incorporate Coding Accuracy Support System (CASS) certified address entry in all entry portals.		X	
65.	The Contractor will host training as requested by County:			
66.	<input type="checkbox"/> in-person at system implementation		X	Not applicable (system already implemented)

67.	<input type="checkbox"/> in-person on an as-requested basis	X		Available at an additional cost
68.	<input type="checkbox"/> interactive webinar	X		Available at an additional cost
69.	<input type="checkbox"/> recorded computer based trainings	X		Contractor will provide (free) access to Everbridge University, an online learning environment that has tutorials with videos that show how the system works. Online help is built into the notification platform and will open in a new window and assist a user in the process of sending a notification.
70.	Contractor shall provide a comprehensive User guide detailing all system features and functions.	X		<p>Contractor will provides multiple levels of documentation to assist County in the process of managing the notification system, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Everbridge Mass Notification User’s Guide–Full documentation of the features of the notification platform <input type="checkbox"/> Everbridge Mass Notification Quick Start Guide–Focused on the areas that will allow a user to use the notification functions of the system <input type="checkbox"/> Everbridge Mass Notification Application Programming Interface (API) Guide–Starting point for software engineers to write applications that harness the strength of the Contractor’s platform allowing for full integration with County systems <input type="checkbox"/> Everbridge University Online (Video Tutorials) <input type="checkbox"/> Everbridge Online Help–See #69 above <p>Everbridge One Sheets–Isolate common tasks and help a user do everything, including send a notification, edit a contact, or make a selection from the map</p>
71.	The Contractor will provide free testing and training by the County and Sub-administrator accounts.	X		

72.	The system will have a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X		
73.	The system will have a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X		
74.	The system will provide the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X		
75.	The public web interface for Registrants will be of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		
76.	The system's Registrant interface will meet or exceed the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X		
77.	The system will allow Registrants to update their own contact data via an online portal or mobile application.	X		
78.	The registration portal will allow Registrants to create an account with either an email address or telephone number.	X		

79.	The registration portal will require the Registrant to validate their contact information.	X		
80.	The registration portal will incorporate CASS certified address entry and validation before allowing the Registrant to finalize.		X	
81.	The registration portal will incorporate an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X		
82.	The registration portal geo-coding software will update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.		X	
83.	The registration portal will be available in at least the following languages:	X		The registration portal can be configured by County to include any language desired. County may also enable the system's Google Translate functionality, which allows the user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation provided through Google Translate).
84.	<input type="checkbox"/> Arabic	X		
85.	<input type="checkbox"/> English	X		
86.	<input type="checkbox"/> Farsi	X		
87.	<input type="checkbox"/> Korean	X		

88.	<input type="checkbox"/> Spanish	X		
89.	<input type="checkbox"/> Vietnamese	X		
90.	Registrants will be able to choose what types of alerts to receive and what devices to receive them on, such as:	X		
91.	<input type="checkbox"/> Weather alerts	X		
92.	<input type="checkbox"/> Road closings	X		
93.	<input type="checkbox"/> School closings	X		
94.	<input type="checkbox"/> Special announcements	X		
95.	At registration, Registrants will be able to provide vulnerability data.	X		This would be configurable At Risk or Needs Identification (e.g., Bedridden, Oxygen)
96.	The system will be able to detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X	
97.	During an alert notification, the system will provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X	Although Contractor does not support this functionality, a similar result may be accomplished by using Contractor's automated language translation capabilities within the Scenarios.
98.	The service will support non-English character sets and right- to-left text for email and TTY messages.	X		

99.	The system will allow for configuration of automated forwarding from other systems (e.g., National Weather Service).	X		<p>Contractor’s Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies’ (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away.</p> <p>Available at an additional cost.</p>
100.	The system will be intuitive, easy to learn, and use best practices in User interface and User design.	X		<p>Contractor’s system will provide ease of use for both message senders and recipients. The system will provide an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, the system will provide a single page workflow that will allow County to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). County will be able to launch notifications even more quickly using Contractor’s Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.</p>
101.	The web interface for Users will provide responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		

102.	The system will include a mobile app for iOS and Android that allows Users to send public notifications to on-the-fly generated geo-located areas.	X		Contractor's system will support the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Mobile app support for iOS and Android devices will be provided to County. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Contractor will also provide a universal browser interface that functions among any smartphone or tablet devices, including BlackBerry and Windows Mobile.
103.	The service will integrate with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X		The system will integrate with incident management systems via Contractor's Incident Communication and Email Ingestion functionality or through custom development using JSON-based RESTful API. Email Ingestion is available at an additional cost (Incident Communication is included in County's Scope of Work).
104.	The system will have a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X		Contractor will provide the ability to create and send quota-based notifications by using Polling Notification with Quota enabled. County will have the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. County can use Contractor's follow-up capability to re-communicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
105.	The system will have the ability to directly link notification recipients to an internal conference call.	X		Contractor's system will provide Conference Notifications, whereby a notification is deployed to County recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Contractor will provide four (4) inherent conference bridge lines for County to use. County may customize Contractor's service to support its own conference systems for an additional cost.
106.	The system will provide the ability for two-way text and email communication.	X		
107.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X		Responses and confirmations from recipients will be reported back to the Contractor's platform whereby authorized client administrators (including those that initiated the communication) may review them through Contractor's reporting options.

108.	The system will be able to export the polygon created for the notification in shape file, KML, and CSV.	X		
109.	The system will automatically send all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X		Contractor will schedule notifications to accomplish this upon County request. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
110.	The system will be able to manually bulk upload data via CSV or Excel and automatically via SFTP.	X		
111.	The system will have an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X		



Orange County Operational Area

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Effective: June 30, 2008

Revised: June 30, 2021

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by-step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.org with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation, impacted area, and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



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III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County Technology Subcommittee, and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in over 100 languages))
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution



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V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2024.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating City shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division. Each participating County agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by



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utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, re-entry to an area after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A



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Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. Message shall have a call back number specific to the agency issuing the notification.
5. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
6. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.1

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature



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2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions

C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; (iv) all communications by users using the service; and (v) Ensuring users have completed an appropriate background check and undergone annual security awareness training.

Protecting confidential information contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.

Immediately notifying the Orange County Sheriff's Department of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with



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suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.

Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those



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affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.

3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).
 - a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.



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B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.
3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as "emergency use". The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.



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8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, including an annual audit of accounts; attestation that all admins & end-users are authorized to continue accessing the system. Record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.
9. Training: ensuring end users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
10. Incident Response: Local Agency Administrator is responsible to immediately notify OCSD of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested monthly. Monthly testing will be geared towards insuring that use of the System in an emergency is optimized and users are familiar with operation.



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The Mass Notification System will have an annual regional test. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through the annual test exercise, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.
2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.
4. **Emergency** - “Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants’ respective jurisdictions.



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Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.



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Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No

NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA,
AND
THE COUNTY OF ORANGE, CALIFORNIA

THIS AGREEMENT, effective this 26th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Subcontractor and/or Agent)

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Customer)

By:  _____

Print Name: Teara Le Blanc

Title Program Manager

Date Signed: June 30, 2008

Public Mass Notification System
Individual User Agreement

1. _____ (hereinafter "USER") is an agent, officer, employee or representative of _____, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name

Email Address



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Stacy Taylor, Water Policy Manager
DATE: November 10, 2021
SUBJECT: Federal Advocacy re. Per- and Polyfluoroalkyl Substances (PFAS)

RECOMMENDATION

- a. Adopt Resolution No. 1550 Supporting Federal PFAS Legislation that Protects Ratepayers and Water/Wastewater Agencies; and,
- b. Approve advocacy letters related to PFAS Federal legislation to Orange County's Federal legislative delegation.

STRATEGIC PLAN

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

At its December 17, 2020 Committee meeting, the Board of Directors (Board) approved the 2021 Legislative Platforms which include the following item related to Water Quality and Economic Feasibility: Mesa Water District (Mesa Water®) "supports efforts by the Association of California Water Agencies (ACWA) and other water industry associations/organizations to protect public health by using the best available scientific data and cost/benefit analyses to inform the development of reasonable and fiscally responsible water quality legislation and regulations – for current and future constituents of concern (e.g., PFAS) -- which consider technical and economic feasibility of standards and treatments to ensure clean, safe drink water."

DISCUSSION

On October 27, 2021, Mesa Water received correspondence (Attachment A) from Orange County Water District (OCWD) regarding OCWD's Per- and Polyfluoroalkyl Substances (PFAS) Federal Legislative Briefing (Attachment B) which is also available as a [video presentation](#).

Additionally, OCWD's correspondence requested Mesa Water's support in engaging our federal lawmakers by communicating important information from OCWD's legislative briefing and advocating in support of the "polluter pays" principle and maintaining the cost-benefit analysis in current Environmental Protection Agency (EPA) law.

Attached for the Board's consideration and potential adoption and approval are the following items:

- Draft Resolution No. 1550 (Attachment C) Supporting Federal PFAS Legislation that Protects Ratepayers And Water/Wastewater Agencies (to be sent to OCWD);
- Draft advocacy letter to Orange County's House of Representatives (Attachment D); and,
- Draft advocacy letter to California's U.S. Senators (Attachment E).



FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: OCWD Correspondence to Mesa Water

Attachment B: OCWD PFAS Federal Legislative Briefing

Attachment C: Draft Resolution No. 1550

Attachment D: Draft Advocacy Letter to Orange County's House of Representatives

Attachment E: Draft Advocacy Letter to California's U.S. Senators

From: [Dunkin, Alicia](#)
To: [Christine Compton](#); [Stacy Lynne Taylor](#); [Medha Patel](#); [Heather Baez](#); [MelissaMcChesney](#); [cbaze@rinconwater.org](#); [gthomas@rinconwater.org](#); [Berenter, Ally](#); [Glenn Farrel](#); [Ivy Ridderbusch](#); [jim@smwd.com](#); [eodonnell@townsendpa.com](#); [Maira C.Topp\(maira@toppstrategies.com\)\(moira@toppstrategies.com\)](#); [fpaludi@tcwd.ca.gov](#) ([fpaludi@tcwd.ca.gov](#)); [Augustine Han](#); [betty@luanncomic.com](#); [Green, Cathy](#); ["charlesg@smwd.com \(charlesg@smwd.com\)"](#); ["verbeke@cox.net"](#) ([verbeke@cox.net](#)); [gmurdoch@eocwd.com](#); [Director Atkinson](#); [SLorance@sandiego.gov](#); [akidman@kidmanlaw.com](#); [Frank Prewoznik](#); [Alison Martin](#); [CGinno@SanDiego.gov](#); [Jose Solorio](#); [gibbyglen@cox.net](#)
Subject: FYI - Action Items: OCWD PFAS Federal Legislative Briefing – Ratepayers at Risk
Date: Wednesday, October 27, 2021 10:03:12 AM
Attachments: [template05_sm_twitter_1ec5fca1-3c01-4a7c-9061-1608511af66e11111.png](#)
[Template Letter from Individual Elected Officials to CA U.S. Senators.docx](#)
[Template Resolution.docx](#)
[Slide deck of all presentations.pdf](#)
[Template Letter from individuals to CA U.S. House of Representative MembersFINAL2.docx](#)

Hi ACWA Region 10 Government Affairs Friends

FYI – Keeping you in the loop, please let me know if your board/city will take the below requested actions

Alicia

Alicia Dunkin

Legislative Affairs Liaison



Orange County Water District

18700 Ward Street, Fountain Valley, CA 92708

tel: (714) 378-8232

fax: (714) 963-0291

email: adunkin@ocwd.com



From: Dunkin, Alicia

Sent: Wednesday, October 27, 2021 9:54 AM

To: Dunkin, Alicia (adunkin@ocwd.com) <adunkin@ocwd.com>

Subject: Action Items: OCWD PFAS Federal Legislative Briefing – Ratepayers at Risk

Dear Orange County Stakeholder:

I am writing to thank you for participating in the Orange County Water District's (OCWD) PFAS Federal Legislative Briefing – Ratepayers at Risk and to respectfully request your assistance communicating the important information from the legislative briefing to our federal lawmakers. Attached please find the following:

1. Draft letters to the OC House of Representatives and CA U.S. Senators for you to email as an individual elected official. Please find attached the draft Word documents; the necessary email addresses are provided in the draft letters.
2. A draft resolution to be approved by your special district or city and sent to

OCWD. Please find attached the draft Word document saved as “Template Resolution.”

3. The slide deck that was presented during the briefing; you may also click on the [Zoom link](#) to watch the entire briefing.

We are grateful that more than 50 mayors, councilmembers, water directors, and Congressional staff attended the briefing to learn more about pending federal PFAS legislation that would have devastating impacts on Orange County ratepayers. OCWD continues to do all that it can to address PFAS in Orange County and support legislative solutions by advocating for the following policies:

- Preserve the polluter pays principal and vote no on bills like the PFAS Action Act of 2021 (H.R. 2467) that impose liability on water agencies unless amended to exclude public water and wastewater agencies from PFAS liability.
- Vote to ensure that any changes to the Safe Drinking Water Act will respect and maintain the existing cost-benefit analysis in the development of drinking water standards.

We urge you to please act now by passing a resolution, sending letters and sending OCWD copies of these final documents. Thank you again for working together with us to make one strong voice for Orange County. I look forward to working with you over the next two years on this critical issue. If OCWD may be of further assistance to you, please don't hesitate to contact me on my personal cell at (949) 230-7170 or contact Alicia Dunkin, Legislative Affairs Liaison, at adunkin@ocwd.com or (714) 477-3750.

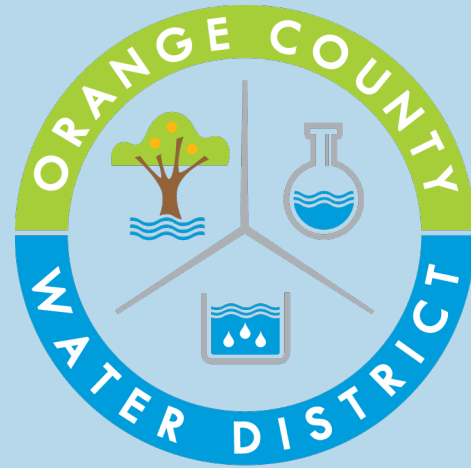
Thank you again,

Steve Sheldon
OCWD Board President

(bcc OCWD board of directors)

Confidential Communication

OCWD Confidential Communication: This electronic transmission, and any documents attached hereto, (a) are protected by the Electronic Communications Privacy Act (18 USC §§ 2510-2521), (b) may contain confidential information, and (c) are for the sole use of the intended recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of the information received in error is strictly prohibited.



SINCE 1933

WELCOME TO THE PFAS FEDERAL LEGISLATIVE BRIEFING

Federal Legislative Briefing

PFAS Overview:

Mike Markus, General Manager, OCWD

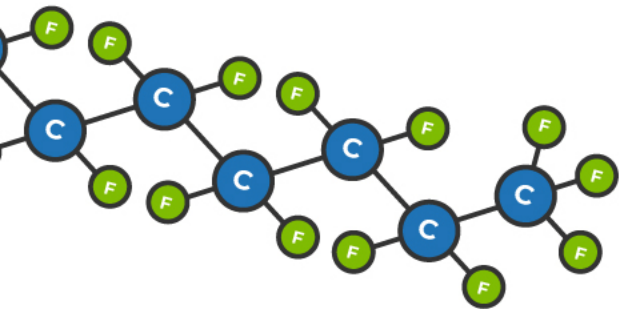
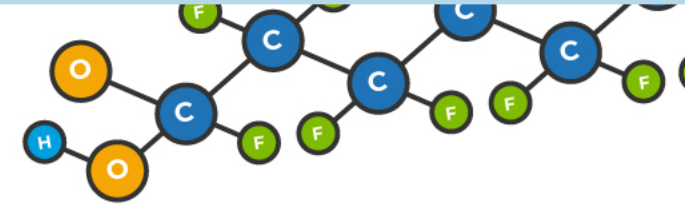
Federal Legislative Updates:

Eric Sapirstein, President, ENS Resource, Inc.

John Withers, Chairman, OC San

Steve Sheldon, President, OCWD

Q & A and Next Steps



PFAS Briefing

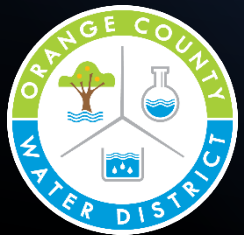
Michael R. Markus, P.E.,
D.WRE, BCEE, F.ASCE
General Manager,
Orange County Water District

September 28, 2021



Orange County Water District (OCWD)

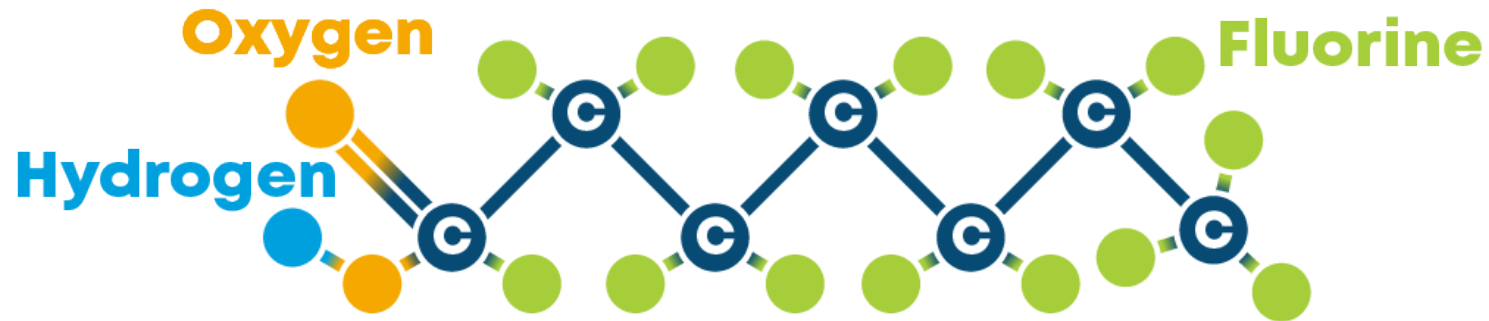
- 10-member board of directors
- Manages and protects the groundwater basin
- Provides 77% of water supply to 19 retail water agencies
- Groundwater is half the cost of imported water
- Serves a population of 2.5 million





What are PFAS & How Do They Impact OC?

PFAS



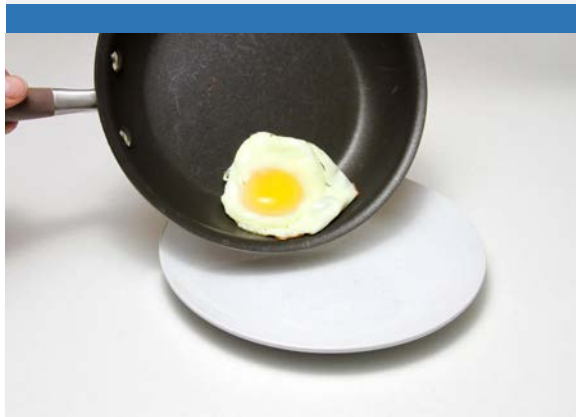
PFAS = Per- and Polyfluoroalkyl Substances (family of 1,000s of chemicals)

Wide Range of Historical PFAS Uses



- Outdoor textiles & sporting equipment
- Ski & snowboard waxes
- Hydraulic fluids

- Firefighting equipment
- Paper & packaging
- Clothing & carpets
- Non-stick cookware



- Cleaning agents & fabric softeners
- Paints, varnishes, dyes & inks
- Pesticides & herbicides

- Medical products
- Police and military bullet proof vests





PFAS Regulations

Federal

- 70 parts per trillion* (ppt) combined for PFOA & PFOS is the U.S. EPA published lifetime health advisory

**One part-per-trillion is the equivalent to one drop of water in 20 Olympic-size swimming pools.*

California

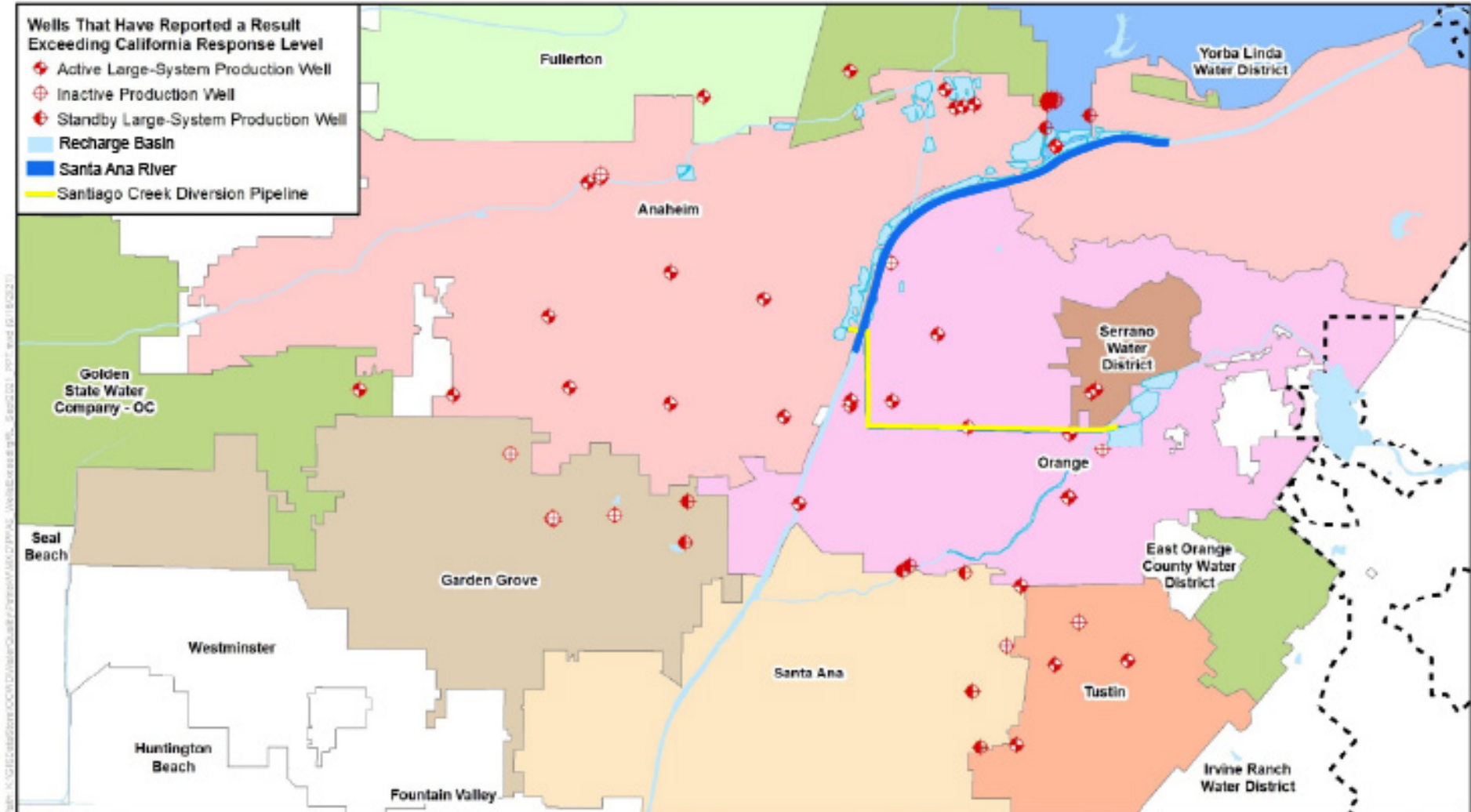
- 10 ppt PFOA Response Level*
- 40 ppt PFOS Response Level

**A response level is established by the State Water Board's Division of Drinking Water (DDW) and is an advisory level at which DDW recommends the source be taken out of service.*





Wells That Have Exceeded CA Response Levels



- Main source of PFAS - upstream wastewater discharges into the Santa Ana River
- 61 Wells taken out of service (Sept. 2021)
- OCWD service area has 200 water production wells

OCWD Board PFAS Treatment Policy



TREATMENT POLICY

OCWD to fund 100% of design and construction costs

OCWD to fund 50% of O&M cost

OCWD and water retailers will seek cost recovery from responsible parties

ESTIMATED TREATMENT COSTS FOR 61 WATER PRODUCTION WELLS

Capital Cost - \$280 million

Operations and Maintenance (O&M) for 30 year period – Over \$1 billion

- City/special district cost to buy imported water while their wells are shut down at twice the cost of groundwater

OCWD's Swift Response



- OCWD launched nation's largest PFAS pilot program
 - Determine which carbon and resin resulted in lowest Operations and Maintenance cost
- PFAS treatment systems for impacted wells
 - The first well was put online in August 2021
 - Eleven additional wells coming online in November 2021
 - All wells completed 1 -2 years
- OCWD's Philip L. Anthony Water Quality Laboratory is the first public agency laboratory in California to achieve state certification to analyze for PFAS in drinking water



The logo of the Orange County Water District is visible on the left side of the image. It is a circular emblem with a blue border containing the text "ORANGE COUNTY" at the top and "WATER DISTRICT" at the bottom. The center of the logo is divided into four quadrants: the top-left shows a stylized tree, the top-right shows a water tap, the bottom-left shows a water drop, and the bottom-right shows a water drop. Below the logo, the text "SINCE 1933" is partially visible.

OCWD and the water retailers it serves provide some of the cleanest drinking water in the world.

We will continue to work collaboratively to address the PFAS issue.

LEGISLATIVE UPDATE

PFAS POLICYMAKING

- **Bills of Interest**
 - PFAS Action Act of 2021 (H.R. 2467) Passed House with PFAS CERCLA Liability Provision
 - Assistance Quality and Affordability Act of 2021 (H.R. 3291) provides new Drinking Water Standard Setting Process for PFAS
- **Legislative Status**
 - H.R. 2467 Passed House with CERCLA Liability Provision
 - Senate Committee on Environment and Public Works Receives For Consideration
 - Senate Committee Action Unlikely in Remaining Months of Session
 - H.R. 3291 Pending in House with Action Unlikely in Remaining Months of Session
- **Next Steps**
 - Anticipate Potential Action Next Session
 - Communicate Preferred Policy Outcome
 - Advocate with Congressional Delegation and Leadership

TRADE
ORGANIZATIONS
SUPPORT
POLLUTER PAYS
PRINCIPLE

H.R. 2467 LETTER

<https://www.ocwd.com/media/10105/opposition-to-hr-2467.pdf>



July 21, 2021

RE: Opposition to H.R. 2467, the PFAS Action Act of 2021

Dear Representative:

On behalf of organizations representing the nation's municipal governments and drinking water and wastewater systems, we write in opposition to H.R. 2467, the PFAS Action Act of 2021. While we support taking action to reduce the prevalence of PFAS in the environment, the legislation would run counter to the important "polluter pays" principle that guides Superfund site cleanups under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and would step back from the transparent, science-based process of regulating drinking water contaminants under the Safe Drinking Water Act (SDWA) and clean water operations under the Clean Water Act (CWA). We urge you to vote against this legislation in its current form.

H.R. 2467 would require EPA to designate PFOA and PFOS as hazardous substances under CERCLA within one year, and to make a determination on designating all remaining PFAS within five years. These hazardous substance designations are intended to make sure polluters are held responsible for paying for the cleanup of contaminated Superfund sites, which we support. But the bill as currently structured would also mean that municipal drinking water and wastewater utility ratepayers could face staggering financial liability to clean up PFAS that was legally disposed of following the water treatment process. We believe water and wastewater utilities, when acting in accordance with all applicable laws, should be provided an exemption to protect the utilities and water customers from bearing the costs of cleanup.

H.R. 3684 LETTER

TRADE ORGANIZATIONS SUPPORT COST- BENEFIT ANALYSIS



June 30, 2021

RE: Support McKinley Amendment #38 to preserve cost-benefit analysis in the development of drinking water standards

Dear Representative:

On behalf of organizations representing the nation's municipal governments and drinking water systems, we write in strong support of Amendment #38 to the INVEST in America Act (H.R. 3684) offered by Rep. David McKinley. This amendment would maintain EPA's ability to develop scientifically sound drinking water regulations that appropriately take both compliance costs and public health benefits into account.

Section 13201 of H.R. 3684 as reported out of the House Rules Committee would repeal section 1412(b)(6) of the Safe Drinking Water Act, a key provision that gives EPA the opportunity to ensure that the public health benefits of a new drinking water regulation are reasonably balanced with the compliance costs that water system ratepayers will incur. Without this provision, local governments and water systems – namely residents and ratepayers of all income levels – would face the burden of financing a community's effort to comply with drinking water standards that may carry costs that far exceed their public health benefits. Particularly at a time when there is growing awareness of the financial challenges faced by the most vulnerable Americans, reducing EPA's emphasis on developing science-based drinking water standards that maximize health risk reduction benefits at a justifiable cost would mark a step backward for equitable access to affordable drinking water service.

Federal Legislative Briefing

Stephen R. Sheldon
Board President
Orange County Water District

September 28, 2021



Introduction



- 💧 Process in Congress is fluid
- 💧 OCWD is swiftly and proactively responding
- 💧 Widespread national industry support

Two Major House Votes on PFAS



Keep cost-benefit analysis in current EPA law

Amendment to H.R. 3684 to maintain cost benefit analysis
OCWD requested a Yes Vote
Date of Vote: June 30, 2021

<u>Vote</u>	<u>OC Delegation votes</u>
Yes 187	Kim Steel
No 221	Correa Levin Lowenthal Porter Sanchez

H.R. 2467 which includes placing CERCLA liability on water districts when cleaning up PFAS

H.R. 2467 PFAS Action Act of 2021
OCWD Requested a No Vote
Date of Vote: July 21, 2021

<u>Vote</u>	<u>OC Delegation votes</u>
Yes 241	Correa Levin Lowenthal Porter Sanchez
No 183	Kim Steel

Meetings with Members



UPCOMING: Congressman Mike Levin (10/13/21)

PAST:

- Congressman Alan Lowenthal (8/31/21)
- Congresswoman Katie Porter (8/20/21)
- Congresswoman Michelle Steel (8/19/21)
- Congresswoman Young Kim (8/19/21 and 6/23/21)
- Congressman Lou Correa (6/21/21)

OCWD staff has also met with several state and federal staff to elected officials. Federal meetings have also taken place with key Committee staff, such as Senate Environment and Public Works and House Subcommittee on Water Resources and Environment.

Next Steps



- Commence outreach to US Senators Dianne Feinstein and Alex Padilla
- Strengthen and expand outreach to elected officials, civic leaders, anti-tax groups, stakeholders, and others
- Utilize social media
- Support local elected officials
- Continue meeting with Congressional Delegation and their staff
- Circulate among the OC House Delegation a joint letter addressed to Speaker Pelosi and Leader McCarthy

We Need Your Help



Sign a personal letter as an elected official on your agency's letterhead to the Congressional Delegation and US Senators

Help us pass a resolution with your agency supporting the ratepayers of Orange County

Sign a letter to the editor, op-ed and/or participate in social media outreach

Questions



RESOLUTION NO. 1550

RESOLUTION OF THE MESA WATER DISTRICT BOARD OF DIRECTORS SUPPORTING FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of the laws of the State of California (State or California); and

WHEREAS, Per- and Polyfluoroalkyl Substances (PFAS) are a group of man-made chemicals created by chemical manufacturers and despite playing no role in releasing PFAS into the environment, cities and water agencies must find ways to remove them from local water supplies; and

WHEREAS, PFAS have been detected in the Orange County Groundwater Basin, managed by Orange County Water District (OCWD), and are estimated to cost Orange County more than \$1 billion, over 30 years—a cost that will likely increase; and

WHEREAS, Ratepayers are at risk from pending PFAS legislation and associated PFAS costs and water agencies and stakeholders must take action to inform members of Congress of these devastating impacts; and

THEREFORE, All PFAS related legislation must exempt water and wastewater agencies from any liability for PFAS cleanup costs; and

WHEREAS, A water utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup; and

WHEREAS, Given the potential for federal legislation, such as the PFAS Action Act of 2021 (H.R. 2467), to expose water agencies, that simply receive and treat water supplies, with across-the-board liability for PFAS-related cleanups when they have no responsibility for the presence of PFAS, an explicit exemption from Superfund clean-up liability must be made for water and wastewater agencies; and

WHEREAS, Under existing law, the United States Environmental Protection Agency ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur and eliminating this analysis would burden ratepayers of all income levels with astronomical costs to comply with drinking water standards; and

WHEREAS, Amendments to the Safe Drinking Water Act should not delete the longstanding cost-benefit analysis; and

WHEREAS, OCWD supports providing direct grant funding for PFAS remediation to water and wastewater agencies as provided in the Senate-passed Infrastructure Investment and Jobs Act (H.R. 3684).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Board of Directors of the Mesa Water District hereby supports these federal PFAS policy principles to protect water/wastewater agencies and their ratepayers.

Section 2. Mesa Water calls upon the Orange County Congressional Delegation and California Senatorial Delegation to cast votes implementing these public policy positions.

ADOPTED, SIGNED, and APPROVED this 10th day of November 2021 by a roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

Marice H. DePasquale
President, Board of Directors

Denise Garcia
District Secretary



*Dedicated to
Satisfying our Community's
Water Needs*

BOARD OF DIRECTORS

Marice H. DePasquale
*President
Division III*

Shawn Dewane
*Vice President
Division V*

Jim Atkinson
*Director
Division IV*

Fred R. Bockmiller, P.E.
*Director
Division I*

James R. Fisler
*Director
Division II*

Paul E. Shoenberger, P.E.
General Manager

Denise Garcia
District Secretary

Marwan Khalifa, CPA, MBA
District Treasurer

**Atkinson, Andelson,
Loya, Ruud & Romo**
Legal Counsel

1965 Placentia Avenue
Costa Mesa, CA 92627
tel 949.631.1200
fax 949.574.1036
info@MesaWater.org
MesaWater.org

November 14, 2021

The Honorable Congressman Correa
2301 Rayburn House Office Building
Washington, D.C. 20515
Ngoc.Nguyen@mail.house.gov

The Honorable Congresswoman Kim
1306 Longworth House Office Building
Washington, D.C. 20515
Colin.Timmerman@mail.house.gov

The Honorable Congressman Lowenthal
108 Cannon House Office Building
Washington, D.C. 20515
Shane.Trimmer@mail.house.gov

The Honorable Congresswoman Porter
1117 Longworth House Office Building
Washington, D.C. 20515
Jacob.Marx@mail.house.gov

The Honorable Congresswoman Steel
1113 Longworth House Office Building
Washington, D.C. 20515
Jonathan.Kuperman@mail.house.gov

**RE: H.R. 2467 PFAS Action Act of 2021 and H.R. 3684 Infrastructure Act –
Polluter Pays Principle Support and Cost-Benefit Analysis Support**

Dear Representatives Correa, Kim, Lowenthal, Porter, and Steel:

[Mesa Water District](#) (Mesa Water®) is an independent special district that serves safe, affordable, and 100 percent local reliable groundwater to businesses and 110,000 residents in an 18-square-mile service area that includes most of Costa Mesa, a portion of Newport Beach, and John Wayne Airport.

Mesa Water's groundwater is pumped from an underground aquifer managed by Orange County Water District ([OCWD](#)). On behalf of Mesa Water, we are writing to communicate our support of OCWD's efforts to: 1) garner an exemption from CERCLA liability for water districts as they properly remove Per- and Polyfluoroalkyl Substances (PFAS) from drinking water; and, 2) maintain the cost-benefit analysis in the Safe Drinking Water Act (SDWA).

Orange County is a national leader in water recycling with the Groundwater Replenishment System ([GWRS](#)), storm water capture behind Prado Dam and, most recently, the extraction of PFAS from our drinking water. These landmark projects are environmentally superior and have saved Orange County ratepayers billions of dollars by supplanting the purchase of more costly and drought-impacted surface water imported from the Colorado River and Northern California.

It has come to our attention that proposed federal legislation, PFAS Action Act of 2021 (H.R. 2467), would attach CERCLA liability to OCWD as it removes PFAS from drinking water. OCWD has no responsibility for the presence of PFAS and the concept of imposing CERCLA liability on water districts runs contrary to the "Polluter Pays" public policy. We respectfully request your assistance in support of OCWD's efforts to garner an exemption from CERCLA liability for water districts as they properly remove PFAS from drinking water.

Additionally, the House-approved Infrastructure Act (H.R. 3684) unfortunately included a section that amends the Safe Drinking Water Act to delete the longstanding cost-benefit analysis in the development of new drinking water standards.



*Dedicated to
Satisfying our Community's
Water Needs*

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*Vice President
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Jim Atkinson
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Paul E. Shoenberger, P.E.
General Manager

Denise Garcia
District Secretary

Marwan Khalifa, CPA, MBA
District Treasurer

**Atkinson, Andelson,
Loya, Ruud & Romo**
Legal Counsel

**Subject: H.R 2467 – Polluter Pays Principle Support
H.R. 3684 – Cost-Benefit Analysis Support**

November 14, 2021
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Under current law, the U.S. Environmental Protection Agency ensures that public health benefits of new drinking water standards are balanced with the compliance costs that water system ratepayers will ultimately incur. Eliminating the cost-benefit analysis would potentially subject ratepayers of all income levels to higher costs. We respectfully request your assistance in support of OCWD's efforts to maintain the cost-benefit analysis in the SDWA.

For any questions or clarifications regarding Mesa Water's requests expressed herein, please contact us or our Water Policy Manager, Stacy Taylor, at StacyT@MesaWater.org or 714.791.0848. Thank you for your attention to this important matter.

Sincerely,

Marice H. DePasquale
Mesa Water Board President
MariceD@MesaWater.org
949.631.1205

Paul E. Shoenberger, P.E.
Mesa Water General Manager
PaulS@MesaWater.org
949.631.1206

c: Mesa Water Board of Directors
OCWD Board President Steve Sheldon (SSheldon@OCWD.com)
Association of California Water Agencies
California Municipal Utilities Association
Dennis Albiani & Anthony Molina, California Advocates



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Legal Counsel

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MesaWater.org

November 14, 2021

The Honorable Senator Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington D.C. 20510
John_Watts@feinstein.senate.gov

The Honorable Senator Alex Padilla
United States Senate
112 Hart Senate Office B
Washington D.C. 20510
Angela_Ebner@padilla.senate.gov

RE: H.R. 2467 PFAS Action Act of 2021 and H.R. 3684 Infrastructure Act – Polluter Pays Principle Support and Cost-Benefit Analysis Support

Dear Senator Feinstein and Senator Padilla:

[Mesa Water District](#) (Mesa Water®) is an independent special district that serves safe, affordable, and 100 percent local reliable groundwater to businesses and 110,000 residents in an 18-square-mile service area that includes most of Costa Mesa, a portion of Newport Beach, and John Wayne Airport. Mesa Water's groundwater is pumped from an underground aquifer managed by Orange County Water District ([OCWD](#)).

Per- and Polyfluoroalkyl Substances (PFAS) are a group of man-made chemicals created by chemical manufacturers and, despite playing no role in releasing PFAS into the environment, cities and water districts must find ways to: 1) remove them from our local water supplies; 2) find alternative water supplies; and, 3) conduct expensive monitoring. PFAS have been detected in the Orange County Groundwater Basin, managed by OCWD, and are estimated to cost Orange County communities more than \$1 billion over 30 years—a cost that could increase.

Complicating this cleanup burden, ratepayers are at additional risk from pending PFAS legislation that would effectively abandon the "Polluter Pays" principal and create a new separate drinking water standard-setting process for PFAS chemicals.

As you consider legislation to address PFAS and other contaminants of emerging concern, we respectfully request that you ensure such legislation provides an explicit exemption from liability for water and wastewater agencies related to PFAS cleanup costs for the following reasons:

- A water utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup.
- We are especially concerned that the House has approved the PFAS Action Act of 2021 (H.R. 2467). This bill creates liability for water agencies that simply receive and treat water supplies with across-the-board CERCLA liability for PFAS-related cleanups.
- It is vital that you secure an exemption for these agencies from CERCLA liability no less than that provided to our nation's airports.
- Water agencies have no responsibility for the presence of PFAS and the concept of imposing CERCLA liability is bad public policy.



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**Subject: H.R 2467 – Polluter Pays Principle Support
H.R. 3684 – Cost-Benefit Analysis Support**

November 14, 2021
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Also, under existing law, the U.S. Environmental Protection Agency ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur, and eliminating this analysis would burden ratepayers of all income levels with higher costs to comply with drinking water standards.

Amendments to the Safe Drinking Water Act (SDWA) should not delete the longstanding cost-benefit analysis. Additionally, we support providing direct grant funding for PFAS remediation to water and wastewater agencies as provided in the Senate-passed Infrastructure Investment and Jobs Act (H.R. 3684).

We call upon California's Senators to cast votes implementing these public policy positions.

For any questions regarding Mesa Water's requests expressed herein, or if we can provide any further information or assistance, please contact us or our Water Policy Manager, Stacy Taylor, at StacyT@MesaWater.org or 714.791.0848. Thank you for your attention to this important matter.

Sincerely,

Marice H. DePasquale
Mesa Water Board President
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c: Mesa Water Board of Directors
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REPORTS:

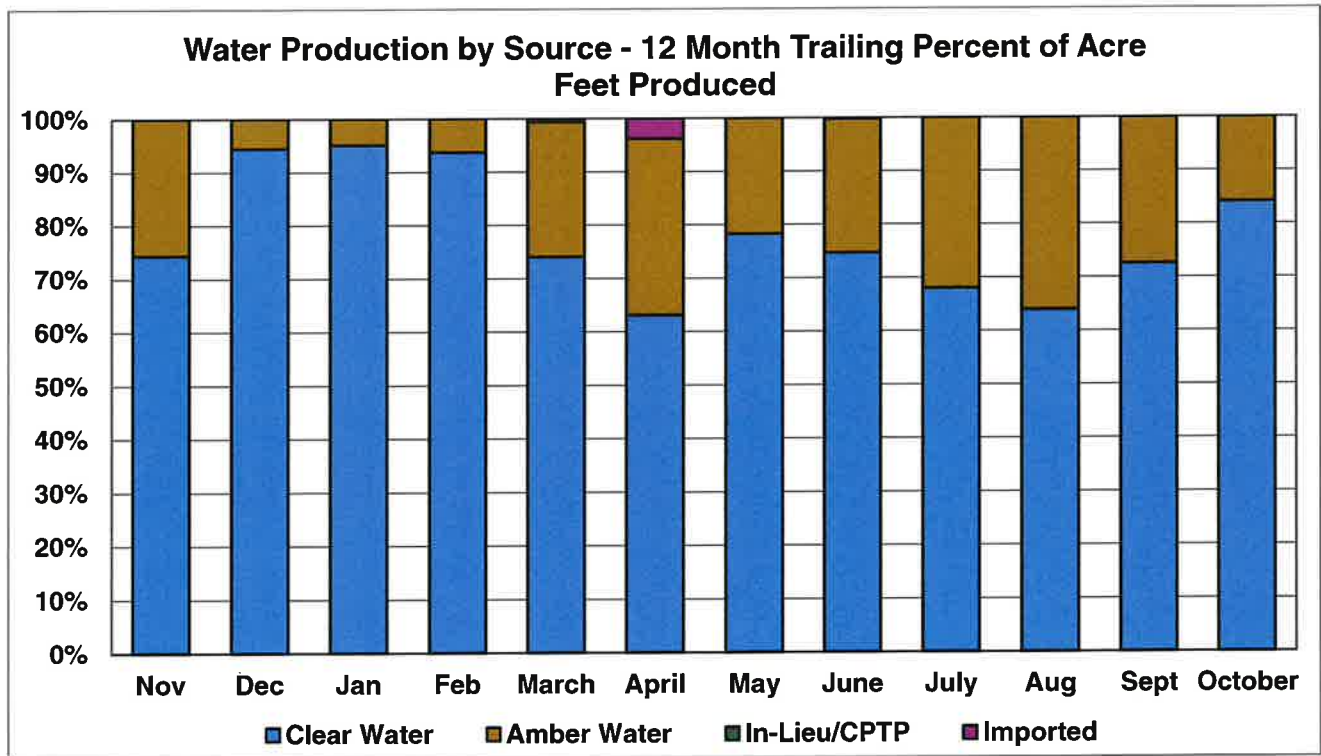
11. REPORT OF THE GENERAL MANAGER:
 - October Key Indicators Report
 - Other (no enclosure)

**Monthly Key Indicators Report
For The Month of October 2021**

**Goal #1: Provide a safe, abundant, and reliable water supply
FY 2022 Potable Production (Acre Feet)**

Water Supply Source	FY 2022 YTD Actual (AF)	FY 2022 YTD Budget (AF)	FY 2022 Annual Budget (AF)
Clear Water	4,360	4,794	12,523
Amber Water (MWRP)	1,730	1,433	3,741
Imported	0	0	0
Basin Management Water	0	0	0
Total Production	6,091	6,227	16,264

YTD actual water production (AF) through October 31, 2021



**Monthly Key Indicators Report
For The Month of October 2021**

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

FY22 System Water Quality – This data reflects samples taken in September

Distribution System:	Average	Range	MCL
Chlorine Residual (mg/L) <i>Compliance</i>	1.75	0.43 – 2.87 Current RAA = 1.72	4 RAA
Coliform Positive % <i>Compliance</i>	0	0	5
Temperature (° F)	79	72 – 84	None

Reservoir I & II:	Average	Range	MCL
Chlorine Residual (mg/L)	0.84	0.25 – 1.32	None
Monochloramine (mg/L)	0.84	0.10 – 1.38	None
Ammonia (mg/L)	0.17	0 - 0.32	None
Temperature (° F)	77	74 – 80	None

Wells (Treated):	Average	Range	MCL
Chlorine Residual (mg/L)	2.36	1.99 – 2.76	None
Monochloramine (mg/L)	2.34	2.08 – 2.72	None
Ammonia (mg/L)	0.53	0.42 - 0.71	None
Temperature (° F)	76	71 – 79	None

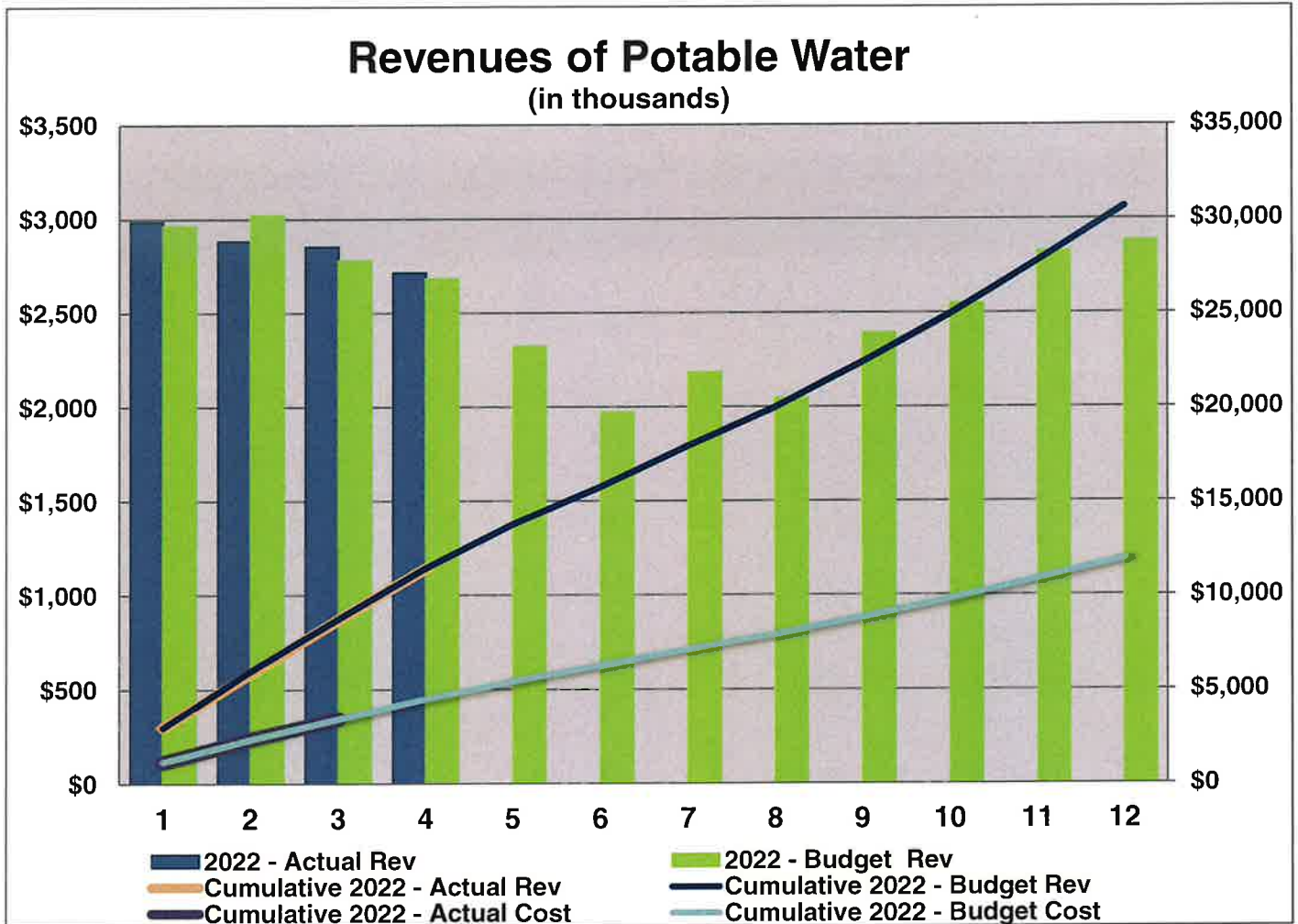
MWRF:	Average	Range	MCL
Chlorine Residual (mg/L)	2.64	2.31 – 2.90	None
Monochloramine (mg/L)	2.58	2.32 – 2.82	None
Ammonia (mg/L)	0.53	0.46 – 0.63	None
Temperature (° F)	82	80 – 84	None
Color (CU) <i>Compliance</i>	1	ND - 4	15
Odor (TON) <i>Compliance</i>	ND	ND	3

Water Quality Calls/Investigations:

Total Calls	7
Total Investigations (from calls)	4

**Monthly Key Indicators Report
For The Month of October 2021**

Goal #2: Practice perpetual infrastructure renewal and improvement



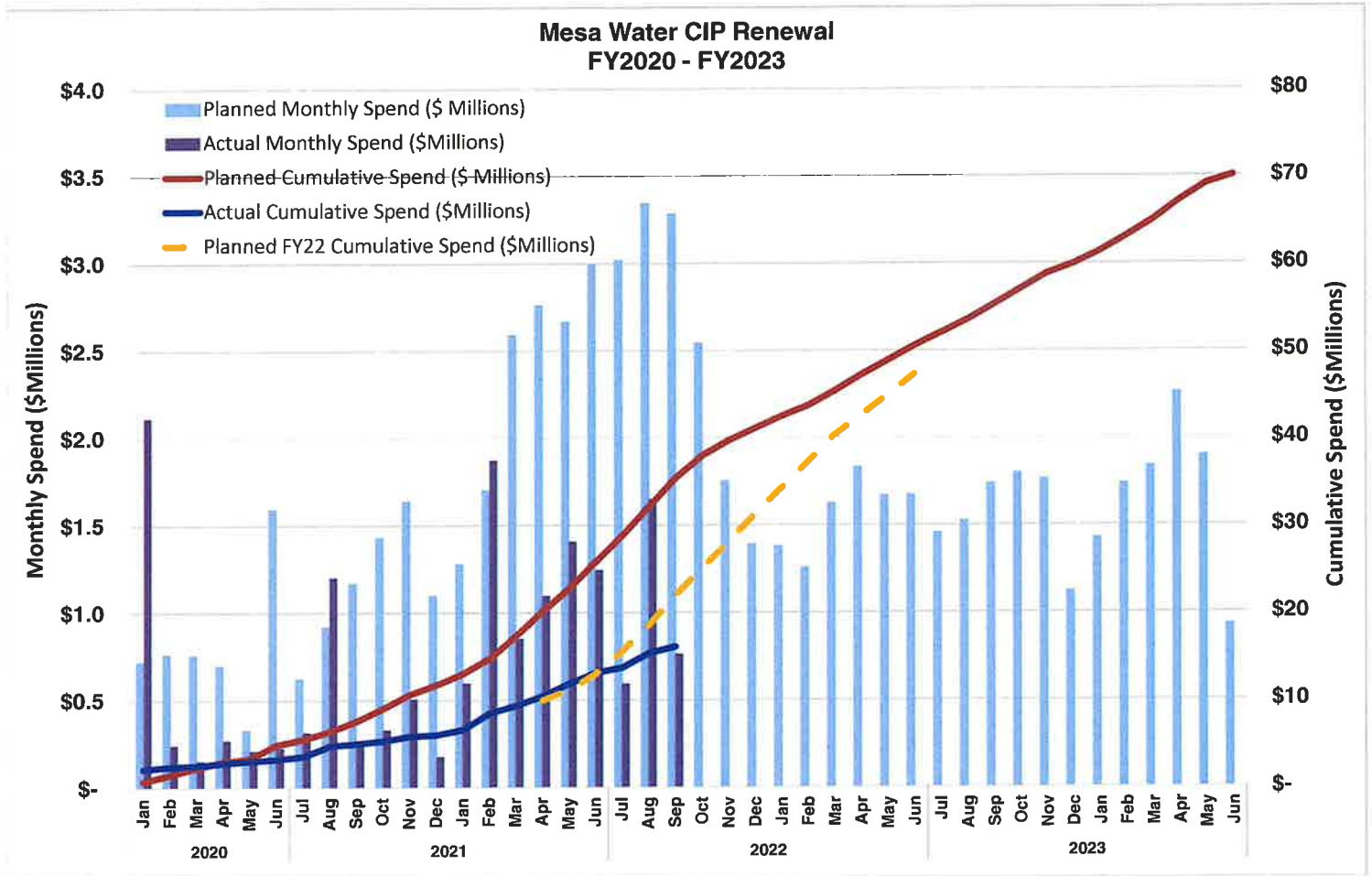
	Actual	Budget	Favorable (Unfavorable)	
			Difference	%
Total YTD Revenue \$	11,434,624	11,448,197	(13,573)	(0.12%)

	Actual	Budget	UnFavorable (Favorable)	
			Difference	%
Total YTD Cost \$ *	3,426,800	3,443,128	(16,328)	(0.47%)

* YTD Cost is trailing YTD Revenue by one month due to the timing of when costs are available.

**Monthly Key Indicators Report
For The Month of October 2021**

Goal #3: Be financially responsible and transparent



**Monthly Key Indicators Report
For The Month of October 2021**

Goal #4: Increase public awareness about Mesa Water and about water

Web Site Information

Web Site Information	September 2021	October 2021
Visits to the web site	10796	10527
Unique visitors (First time to the site)	8746	8603
Average per day	348	340
Average visit length	49 seconds	55 seconds
Page visited most	Press Releases	Press Releases
Second most visited page	Online Bill Pay	Online Pay Bill
Third most visited page	Bill Pay	Bill Pay
Fourth most visited page	Human Resources	Rates and Fees
Fifth most visited page	Rates and Fees	Human Resources
Most downloaded file	Salary Ranges by Job Classification & Level	2021 Water Quality Report
Second most downloaded file	Standard Specifications and Standard Drawings for the Construction of Water Facilities	Standard Specifications and Standard Drawings for the Construction of Water Facilities
Most active day of the week	Monday	Friday
Least active day of the week	Saturday	Monday

Total visits since July 1, 2002	<u>1,593,497</u>
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Water Vending Machine Information

Vending Machine Location	Vend Measurement	October 2021 Vends	Totals Vends
Mesa Water Office	1 gal	6,790	543,488

**Monthly Key Indicators Report
For the Month of October 2021
Goal #5: Attract and retain skilled employees**

DEPARTMENT:	FY 2022			COMMENTS:
	BUDGET	FILLED	VACANT	
OFFICE OF THE GENERAL MANAGER:				
General Manager	1.00	1.00	0.00	
Business Administrator	1.00	1.00	0.00	
Subtotal	2.00	2.00	0.00	
ADMINISTRATIVE SERVICES:				
Administrative Services	5.00	5.00	0.00	
Subtotal	5.00	5.00	0.00	
CUSTOMER SERVICES:				
Conservation	1.00	0.00	1.00	Water Use Efficiency Analyst - vacant; on hold.
Customer Service	4.00	4.00	0.00	
Subtotal	5.00	4.00	1.00	
ENGINEERING:				
Engineering	5.00	5.00	0.00	
Subtotal	5.00	5.00	0.00	
WATER POLICY:				
Legislative & Governmental Affairs	1.50	1.50	0.00	
Subtotal	1.50	1.50	0.00	
FINANCIAL SERVICES:				
Financial Reporting/ Purchasing	4.00	4.00	0.00	
Accounting	1.00	1.00	0.00	
Subtotal	5.00	5.00	0.00	
HUMAN RESOURCES:				
Human Resources	3.00	3.00	0.00	
Subtotal	3.00	3.00	0.00	
PUBLIC AFFAIRS:				
Outreach, Education & Communications	1.50	1.50	0.00	
Subtotal	1.50	1.50	0.00	
WATER OPERATIONS:				
Supervision/Support	7.00	7.00	0.00	
Distribution	9.00	9.00	0.00	
Field Services	5.00	5.00	0.00	
Production	3.00	3.00	0.00	
Water Quality	2.00	2.00	0.00	
Subtotal	26.00	26.00	0.00	
* TOTAL BUDGETED POSITIONS:	54.00	53.00	1.00	

**Monthly Key Indicators Report
For The Month of October 2021**

Goal #6: Provide outstanding customer service

Customer Calls

Call Type	FY22 YTD	Oct 2021	YTD Weekly Average
General Billing Question	748	245	44
Service Requests	551	107	32
High Bill	527	116	31
Payments	825	152	49
Late Fee	205	39	12
Account Maintenance	220	41	13
On-Line Bill Pay	535	124	31
Water Pressure	14	3	1
No Water	115	15	7
Conservation	117	27	7
Water Waste	102	36	6
Other (District info. other utility info. etc.)	734	142	43
Rate Increase	1	0	0
Fluoridation	0	0	0
TOTAL CUSTOMER CALLS	4694	1047	276
AVERAGE ANSWER TIME (Seconds)	45	38	45

Online Bill Pay Customers

Current Customers Enrolled	FY 2022 YTD	Oct 2021	YTD Weekly Average
16832	887	169	52

REPORTS:

12. DIRECTORS' REPORTS AND COMMENTS

**DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT
CODE SECTION 53232.3 (d)**

In accordance with CA Government Code 53232.3 (d), the following report identifies the meetings for which Mesa Water Directors received expense reimbursement.

Jim Atkinson **Meetings Attended**

Reimbursement Date:	Description, Date
10/5/2021	CSDA Annual Conference, 8/29 – 9/2

Fred R. Bockmiller, P.E. **Meetings Attended**

Reimbursement Date:	Description, Date
N/A	

Marice H. DePasquale **Meetings Attended**

Reimbursement Date:	Description, Date
N/A	

Shawn Dewane **Meetings Attended**

Reimbursement Date:	Description, Date
N/A	

James R. Fisler **Meetings Attended**

Reimbursement Date:	Description, Date
N/A	

There are no support materials for this item.