AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Thursday, April 27, 2017
1965 Placentia Avenue, Costa Mesa, CA 92627
3:30 p.m. Special Board Meeting

LEGISLATIVE & PUBLIC AFFAIRS COMMITTEE MEETING
Thursday, April 27, 2017 at 3:30 p.m.

Teleconference Site:
1055 Ashford Avenue
San Juan 00907

Members of the Public may attend and participate in the meeting at both locations. Notice will be posted on door at the Teleconference Site.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Non-Agendized Matters: Members of the public are invited to address the Board on matters which are not on the Agenda. Each speaker is limited to three (3) minutes. The Board will set aside thirty (30) minutes for public comments.

Agendized Matters: Members of the public may comment on Agenda items before action is taken, or after the Board has discussed the item. Each speaker is limited to five (5) minutes.

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. Advocacy Consulting Services Report
2. Outreach Update

PRESENTATION AND DISCUSSION ITEMS:
Items recommended for approval at this meeting may be agendized for approval at a future Board meeting.

None

ACTION ITEMS:

3. Printing Services

REPORTS:

4. Report of the General Manager
5. Directors’ Reports and Comments
ADJOURNMENT
MEMORANDUM

TO: Legislative & Public Affairs Committee
FROM: Stacy Taylor, External Affairs Manager
DATE: April 27, 2017
SUBJECT: Advocacy Consulting Services Report

RECOMMENDATION

This item is provided for information only.

STRATEGIC PLAN

Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

This item is updated for the monthly meeting of the Legislative & Public Affairs Committee.

DISCUSSION

Staff will provide a verbal report to the Board.

FINANCIAL IMPACT

In Fiscal Year 2017, $84,000 is budgeted; $56,000 has been spent to date.

ATTACHMENTS

None.
MEMORANDUM

TO: Legislative & Public Affairs Committee
FROM: Noelle Collins, Public Affairs Coordinator
DATE: April 27, 2017
SUBJECT: Outreach Update

RECOMMENDATION

This item is provided for information only.

STRATEGIC PLAN

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 water issues.

PRIOR BOARD ACTION/DISCUSSION

This item is updated for the monthly meeting of the Legislative & Public Affairs Committee.

DISCUSSION

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

Upcoming FY 2017 Events

1. Save Our Youth 9th Annual Fiesta on Friday, April 28, 2017 from 5:30 to 8:30 p.m. at Halecrest Club House, 3107 Killybrooke Lane, Costa Mesa, CA 92626.

2. KOCI Radio, 101.5 FM, Sunday Brunch Interview with Tom and Lynn on April 30, 2017 at 10:30 a.m. (11 a.m. airtime) at 485 E. 17th Street, Suite 370, Costa Mesa, CA 92627.

3. Environmental Nature Center Spring Faire on Sunday, May 7, 2017 from 10 a.m. to 3 p.m. at 1601 E. 16th Street, Newport Beach, CA 92663.

4. OC Pregnancy and Beyond on Sunday, May 21, 2017 from 12 to 2 p.m. at SOCO/The OC Mix, 3313 Hyland Ave, Costa Mesa, CA 92626.
5. MWDOC Poster Contest Awards Ceremony on Monday, May 22, 2017 from 5:30 to 9 p.m. at Discovery Cube Orange County, 2500 N Main St, Santa Ana, CA 92705.

The benefits of Mesa Water’s outreach program include:

- Informing constituents about Southern California’s perpetual drought, the historical drought facing California, and the importance of developing local and cost-effective sources of safe, reliable water for Mesa Water’s service area and the region at large;
- Educating constituents about the importance of water and water stewardship, in order to sustain Southern California’s population, quality of life, business, and economy;
- Educating constituents about Mesa Water’s stewardship of ratepayer funds and financial responsibility to fund, invest in, and save for the current and future provision of safe and reliable water for the District’s service area;
- Informing constituents of the District’s infrastructure improvements to ensure water quality and water reliability for its service area;
- Learning from constituents and evolving as a well-informed Board of Directors;
- Promoting water use efficiency to Mesa Water’s customers and community members to help them save water, money, and the environment;
- Ensuring, for public health and safety reasons, that Mesa Water customers and community members identify the District as their water provider and as the source of information about water in emergency situations;
- Supporting Mesa Water’s service area as an actively involved participant in programs that provide added value and benefits to the community;
- Informing the media of Mesa Water’s activities that benefit the District’s customers and community;
- Empowering Mesa Water’s Board and staff with information that will help them provide the best possible service to the District’s customers and community members; and,
- Strengthening Mesa Water’s industry relations to provide opportunities for improving the District’s business and operations -- including the areas of financial and human resources strength, infrastructure and technological innovation, and setting/supporting policies that have a positive impact on Mesa Water’s service area -- so that the District can continue to provide safe, high-quality, reliable, and affordable water to its customers.

FINANCIAL IMPACT

In Fiscal Year 2017, $100,000 is budgeted; $74,658 has been spent to date.

ATTACHMENTS
None.
MEMORANDUM

TO: Legislative & Public Affairs Committee
FROM: Noelle Collins, Public Affairs Coordinator
DATE: April 27, 2017
SUBJECT: Printing Services

RECOMMENDATION

Recommend that the Mesa Water Board of Directors approve a contract with Hoover Printing for three years for printing services and authorize the General Manager to execute the contract.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

At the March 21, 2015 Board Workshop, the Board directed staff to prepare a Request for Proposal for printing services.

DISCUSSION

Mesa Water regularly engages professional printing services for items such as brochures, bimonthly newsletters, quarterly bill inserts, annual water quality reports, and other communications outreach materials. Staff released a Request for Proposals (RFP) on February 13, 2017 on MesaWater.org, shared it on social media, and distributed the RFP to a list of ten local printers.

Staff received several inquiries and three proposals by the March 10, 2017 deadline. A three-member panel comprised of Interim Public Affairs Manager Cynthia Ragland, Public Affairs Coordinator Noelle Collins, and Buyer Lori Muller reviewed, scored, and ranked the proposals.

Below is the list of the firms who submitted proposals and received scores from the panel:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Ranking</th>
<th>Estimated Cost for Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoover Printing, Costa Mesa</td>
<td>1</td>
<td>$8,870</td>
</tr>
<tr>
<td>Main Graphics, Irvine</td>
<td>2</td>
<td>$7,042</td>
</tr>
<tr>
<td>Apollo Printing, Anaheim</td>
<td>3</td>
<td>$10,300</td>
</tr>
</tbody>
</table>
On April 4, 2017, staff visited the finalist, Hoover Printing, viewing a range of services that included graphic design, digital and offset printing, printed books, letterpress, and engraving. Hoover Printing is a local, family-owned business in Newport Beach since 1964. Clients include the OC Fair, Orange Coast College, Newport Mesa Unified School District, Carden Hall Private School in Newport Beach, and more.

Hoover Printing was selected by the panel for its high quality work product, attention to detail, reasonable cost, and high level of customer service presented by its staff. Hoover’s family-owned and operated facility is located minutes away from Mesa Water’s office and they are well qualified to accomplish Mesa Water’s presentation and outreach objectives.

FINANCIAL IMPACT

Funds have been budgeted in fiscal year 2017.

ATTACHMENTS

Attachment A: Printing Services RFP
Attachment B: Hoover Printing Proposal
Professional Services
Request for Proposal

Printing Services

MesaWater
DISTRICT®

Released
February 13, 2017
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Appendix C: Scope of Work
I. Background and Purpose

Mesa Water District (Mesa Water®) is a special district in coastal Orange County, California, that provides drinking water to 110,000 residents and more than 35 million visitors to Costa Mesa, Newport Beach and John Wayne Airport. The District’s outreach and customer service includes production of electronic and printed materials to promote its projects and programs, including water-use efficiency rebates and workshops, community events, newsletter, water quality report and more. Production of publications is managed by Mesa Water’s Public Affairs department.

A. Mesa Water Overview

Mesa Water® was formed on January 1, 1960 as a result of the merger of four water agencies. Mesa Water employs approximately 50 employees and is governed by a five-member Board of Directors (Board) elected by the constituents of five divisions within the service area. Mesa Water’s primary purpose is to produce, manage and deliver water and water-related services to 23,500 retail accounts within its 18-square-mile service area, with a combination of local groundwater supplies. Half of the District’s staff is involved in production and operations, maintaining and upgrading the water distribution and production systems. The other half is involved in customer services, engineering, administration and finance, and/or outreach. Mesa Water hosts and participates in workshops, events, and tours on a regular basis and provides in-school water education assemblies at elementary schools within the District’s service area.

B. Project Overview

Mesa Water is requesting proposals from experienced printers to provide regular, ongoing services. This Request for Proposal (RFP) provides information for printers to create and submit a proposal to provide professional printing services for the scope of work as detailed in Appendix C.

C. Project Schedule

The notification to the selected firm is expected to occur in April 2017. The professional services contract will be for a period of five years with optional renewals as determined by the Board. The selected printer will be expected to meet Mesa Water’s regular schedule for printing and production services on an ongoing basis.
D. Key Project Elements

This project requires:

• Printing, production, and delivery of Mesa Water printed materials
• Review and quality control
• Ability to meet deadlines

The objectives to be included in this project include:

• Printing
• Production
• Delivery
• Graphic design and layout (as requested)

The detailed scope of work is found in Appendix C.

End of Section
II. General Information

This Request for Proposal (RFP) information packet contains instructions governing the proposals to be submitted and the material to be included therein, a description of the project and specific services to be provided, general evaluation criteria and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has, and is in acceptance with, this RFP.

Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by Mesa Water. All proposers will receive written notice of any changes or modifications, which may be made by Mesa Water. Oral communications from Mesa Water personnel or others concerning this RFP shall not be binding on Mesa Water and shall not in any way be considered as a commitment by Mesa Water.

A. Proposal Submittal

Submit one (1) original, two (2) copies and one (1) electronic copy on a USB drive or disc of the proposal to the address listed below no later than 12:00 p.m. on Friday, March 10, 2017. After this date and time, proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt.

Proposals are to be submitted to:

    Noelle Collins, Public Affairs Coordinator
    Mesa Water District
    1965 Placentia Avenue
    Costa Mesa, CA  92627

All materials submitted in accordance with this RFP become the property of Mesa Water and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).
B. Proposal Schedule

The proposal timeframe is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>February 13, 2017</td>
</tr>
<tr>
<td>Deadline for Project Inquiries</td>
<td>February 24, 2017 by 5:00 p.m.</td>
</tr>
<tr>
<td>Response to Project Inquiries</td>
<td>February 28, 2017</td>
</tr>
<tr>
<td>Proposals Due Date (no exceptions)</td>
<td>March 10, 2017 by 12:00 p.m.</td>
</tr>
<tr>
<td>Board/Committee Presentation</td>
<td>March 23, 2017 &amp; April 13, 2017</td>
</tr>
<tr>
<td>Tentative Date for Award</td>
<td>April 13, 2017</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>April 17, 2017</td>
</tr>
</tbody>
</table>

C. Pre-Proposal Meeting/Site Visit

There will be no pre-proposal meeting. However, questions are encouraged via email or phone call. Staff will respond to questions in writing and share with all potential proposers. Mesa Water staff may also decide to conduct a site visit of your facility. The purpose of the visit is to assess your company’s capacity and processes and to answer any questions. Any questions specific to the proposal will be shared with all potential proposers via mesawater.org.

D. Project Inquiries

Inquiries regarding this RFP must be requested in writing via email to Noelle Collins at NoelleC@MesaWater.org, by phone at 949.207.5435. The deadline for inquiries is 5:00 p.m. on February 24, 2017.

E. Contract and Terms

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Professional Services Agreement (Sample Agreement: Appendix A) between itself and Mesa Water. The contract shall incorporate the scope of work defined herein and all RFP terms and conditions. Portions of the Consultant’s proposal may be considered for inclusion into the scope of work at Mesa Water’s discretion.

The selected Consultant will not be permitted to levy any service or other charges against Mesa Water, other than those listed in Appendix C: Scope of Work, without being previously negotiated with Mesa Water.
F. Sample Agreement

A Sample Agreement has been attached for review in Appendix A. This agreement is representative of the agreement that will be executed upon award to the successful proposer. Mesa Water does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

Please indicate that the Sample Professional Services Agreement has been reviewed and that you will execute it with no exceptions, if selected, by signing and dating the Professional Services Agreement Acceptance Form (Appendix B).

G. Use of Subcontractors

The proposer may utilize subcontractors in an effort to perform all tasks listed in Appendix C: Scope of Work. The proposer must indicate which tasks are performed by the subcontractor and submit the resumes of the proposed subcontracting staff assigned to this project as described in Section III - Proposal Requirements.

End of Section
III. Proposal Requirements

A. General

1. All interested and qualified consultants are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP, including all appendices, schedules, and addendums (as applicable) and that all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

3. Expensive bindings, displays, promotional materials, etc., are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

5. All proposals and materials submitted become the property of Mesa Water.

6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½” x 11” sheets of paper, neatly typed, double-sided, with standard (1-inch) margins and single-spaced with headings, sections, and sub-sections identified appropriately. Font must be at least 12 point. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. The proposal must be divided into five (5) sections with references to parts of this RFP done on a section number and sub-section basis. The sections shall be clearly identified matching the outline in Section III - C.

3. One (1) separate and sealed fee proposal as outlined in Section 2.1 - Proposal Submittal, and one (1) original and two (2) copies, and one (1) electronic version (PDF or MS Word format on a CD, DVD, or USB flash
drive) of the complete proposal must be received by the deadline specified in Section II - B, Proposal Schedule.

4. The original, all copies of the proposal, and the separate and sealed cost sheet or bid must be in a sealed envelope, container, or package stating the following on the outside:

- Business/Company Name
- Address
- Telephone Number
- Project Title
- Proposal Deadline

5. Hand carried proposals may be delivered to the address documented in Section II - A during normal business hours, excluding holidays observed by Mesa Water. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer envelope, container, or package used by such service.

C. Proposal Format

Proposers must provide this information in the following format:

Proposal Cover Page

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company
- Business/Company Address
- Telephone Number(s)
- E-mail Address
- Website Address
- Federal Tax ID Number
- Type of Business - Sole Proprietorship; Partnership; Corporation; or Other (Explain)
- Number of Years in Business
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity
• Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity
• Certificate of Insurance showing a minimum of $1M in Professional Liability (not included in page count)

Proposal Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

Section 1. Firm Qualifications and Experience (5 pages max)

This section should establish the firm’s ability to perform the required work to the expectations of Mesa Water. Narrative should include the consulting firm’s background, including main business focus, length of time in business, number of employees, location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

• Introduction to the firm
• Strength and stability of firm
• Overview of the firm’s capabilities in project scope
• Provide a description of three projects similar to this scope of work that have been completed for public agencies, water districts, non-profit organizations, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner’s point of contact. Note the relevance of each project to the objectives of this project. Brief descriptions of additional projects that demonstrate the firm’s track record to perform the required services may be included in tabular format.
• Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP for Mesa Water.

Section 2. Staff Experience and Availability (10 pages max)

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

• An Organizational Chart that shows the Project Manager, Task Leaders, subconsultants, and other key team members. If the
Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.

- Biographies of each staff member that consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page count. Include the biographies and resumes of any subcontractors that have key roles on the project.
- Current workload for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with summary of hours by task and by labor class for the project team members. This should be provided in a table format. Tasks shall align with those set forth in Appendix C Scope of Work. Do not include rates or total cost in the technical proposal.
- No more than five (5) samples of work produced for other clients. Samples should demonstrate your understanding of Mesa Water’s needs and the Scope of this Request.

**Section 3. Scope of Work Understanding and Schedule (10 pages max)**

The firm should clearly state its understanding of the project objectives, scope of work and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided in Appendix C. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm’s approach to overcoming these challenges.
- Describe your firm’s approach to the work and how it will benefit Mesa Water.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported and challenges identified.
- The contract for this project shall incorporate the scope of work defined in Appendix C. The firm may wish to include options and
enhancements to the scope of work for Mesa Water’s consideration. Portions of the firm’s proposal may be considered for inclusion into the contract Scope of Work at Mesa Water’s discretion. The firm shall not be permitted to levy any service or other charges against Mesa Water, other than those listed in Scope of Work, without being previously negotiated with Mesa Water.

Appendix A. Resumes of Key Staff

Include resumes of key staff, including key sub-consultants staff. Limit each resume to one (1) page. Resumes are not included in overall page count.

Appendix B. Professional Services Agreement Acceptance Form

Include the signed Professional Services Agreement form from Appendix B of this RFP. Appendix B is not included in the overall page count.

D. Fee Proposal

Cost proposal for all items listed in this RFP shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work. Please submit cost by task, number of hours, level of team member performing task and subtask, and direct costs. Show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

End of Section
IV. Evaluation Criteria and Selection Process

A Selection Team will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 5 with 5 being the most favorable score. The Evaluation Team shall evaluate the proposals based upon the following weighted criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>40%</td>
</tr>
<tr>
<td>Understanding of Scope of Work to be Performed and Ability to Meet Deadlines</td>
<td>30%</td>
</tr>
<tr>
<td>Firm and Staff Qualifications and Experience</td>
<td>20%</td>
</tr>
<tr>
<td>Proposal Quality</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Selection Team may select the proposal that clearly exceeds the others in all mandatory specifications of the RFP or they may select finalist proposals that meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Team.

The Selection Team may conduct interviews with the most qualified and responsive firms. The consulting firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.

Each firm will be expected to respond to a series of questions posed by the Selection Team during a maximum 60 minute period.

The Selection Team may ask for further clarification of the submitted cost prior to completing the selection rankings.

Mesa Water reserves the right to reject any and all proposals for any reason. Mesa Water may not proceed, for any reason, with the selection process of a proposer if Mesa Water deems it is in the best interest of the organization. Mesa Water shall not be responsible to any of the submitters for the cost to prepare their proposal in response to this RFP.

Proposals must include the entire scope of work as outlined in this RFP.

End of Section
Appendix A:

Professional Services Contract

(see attached)
Appendix B:

Professional Services Agreement
Acceptance Forms
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: ________________________________________________________

Address: _______________________________________________________________________________________

City ________________________     State ________ Zip Code ______________

Telephone: __________________________     Fax: ________________________

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: _____________________________________

Signature of Authorized Representative: ____________________________

Date: ______________________________________
Appendix C: Scope of Work

This Request for Proposal seeks printing and production services for Mesa Water’s collateral materials, including:

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>SHIPPING &amp; DELIVERY</th>
<th>OTHER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bi-Monthly Newsletter (6 per year)</td>
<td>24,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Color, w/ bleed, 80# Pacesetter Gloss Book, 8.5” x 11”, double sided, folded to 1/3 pg.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Bill Insert – (4 per year)</td>
<td>24,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Color, w/ bleed, 60# matte, cut to 8.5x3.66”, double sided.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Folded Notecard &amp; Envelope – Notecard 90# classic crest, avalanche white 2-color PMS match w/ bleed, notecard 8.5”x5.5” folded to 4.25”x5.5”. Envelope 30# classic crest, avalanche white, 2-color PMS match, 4.75”x6.5”. 250 each per box.</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality Report (annual)</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11x17” flat report, printing 4CP/4CP on 80# gloss book with Satin AQ, letter fold down to 8.5x3.75”.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality Report Postcard (annual)</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5x9.5” postcard printing 4CP/4CP w/ bleed on 100# gloss cover. Bundle, tie and prepare mail for EDDM (simplified addressing). Mail Drop (annual)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE

Printing and production will be implemented as follows (subject to change) according to Mesa Water priorities and schedule:

**MAY**
- Notecards
- May/June Newsletter

**JUNE**
- July/August Newsletter
- Postcard
- Water Quality Report

**JULY**
- Bill Insert

**AUGUST**
- September/October Newsletter

**SEPTEMBER**
- Bill Insert

**OCTOBER**
- November/December Newsletter

**NOVEMBER**
- Bill Insert

**DECEMBER**
- January/February Newsletter

**FEBRUARY**
- March/April Newsletter

**MARCH**
- Bill insert
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (Contract) is entered into on \[Click here to enter a date.\] by and between Mesa Water District, hereinafter called “Mesa Water®”, and \[Click here to enter text.\], hereinafter called “Consultant.”

WHEREAS, Mesa Water® desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

NOW, THEREFORE, Mesa Water® and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICES

1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof. In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail. Such service shall be performed by individuals as employees of the Consultant, as an independent consultant, and not by or as employees of Mesa Water®.

SECTION II

DUTIES OF CONSULTANT

2.1 Standards. All work performed by Consultant or under its direction shall be sufficient to meet the purposes specified therefor and shall be rendered in accordance with the accepted practices and to the standards of Consultant’s profession.

All service hereunder shall be performed by employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions. Consultant’s findings, recommendations and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional costs or expense to Mesa Water®.

2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by Mesa Water®. The cost of such additional work shall be reimbursed to Consultant by Mesa Water® on the same basis as provided in Section IV.

2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any facility of Mesa Water® within the job site, but not under the control of Consultant.
In providing its services hereunder, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that Mesa Water® becomes aware of the presence of asbestos or hazardous material at the job site, Mesa Water® shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

2.4 **Consultations.** Consultant shall meet with Mesa Water® personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and Mesa Water® approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

2.5 **Data.** Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of Mesa Water®. Consultant understands and agrees that all rights under copyright and patent laws under this Contract to drawings, records, data or other work product belong to Mesa Water®, unless otherwise stated. Consultant hereby assigns any and all rights under copyright and patent law to Mesa Water® and agrees to assist Mesa Water® in perfecting the same. Consultant shall deliver all records, drawings, data, information and work product resulting from this Contract to Mesa Water® upon Mesa Water’s request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Contract, said documents shall be delivered to Mesa Water® without additional cost to Mesa Water®.

2.6 **Subcontracting.** Performance of this Contract may not be subcontracted in whole or in part without the prior written consent of Mesa Water®. Any subcontractors under this Contract with an estimated cost greater than $1,000 shall not be awarded without Mesa Water’s prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to Mesa Water®.

**SECTION III**

**DUTIES OF MESA WATER®**

3.1 **Provision of Information.** Mesa Water® shall make available to Consultant all data and information in the possession of Mesa Water® which Mesa Water® deems necessary to the preparation of the work, and Mesa Water® shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy
of data and information provided by Mesa Water® or others without independent review or evaluation.

3.2 **Review of Progress of Work.** Mesa Water® Management may authorize a staff person as a representative to confer with Consultant relative to Consultant’s services hereunder. The work in progress hereunder shall be reviewed from time to time by Mesa Water® at the discretion of Mesa Water® or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, Mesa Water® will inform Consultant of the changes or revisions necessary to secure approval.

### SECTION IV

**FEES AND PAYMENTS**

4.1 **Payment Schedule.** Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail.

4.2 **Statements.** Unless otherwise specified in said Appendix Two, Consultant’s fees shall be payable on monthly statements; such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the itemized expenses incurred and accompanied by receipts for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:

> "I hereby certify as principal of the firm of ______________________ that the charge of $ ______________ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated ________ ____, 20___, and has not been previously paid."

Compensation is clearly outlined in Appendix Two. This information includes rates by individual/title grouping, the not-to-exceed amount of the Contract, whether the payments will be periodic or paid in a lump sum, and a list of expenses for which the Consultant(s) will, or will not, be reimbursed.
SECTION V

CHANGES IN WORK

5.1 Extra/Changed Work. Mesa Water® may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant’s services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.

5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and Mesa Water®.

5.3 Change Authorization. No representative of Mesa Water®, other than the General Manager, is authorized to obligate Mesa Water® to pay the cost or value of services beyond the scope thereof as herein described.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

6.1 Commencement of Work. Consultant shall begin work upon receipt by it of written Notice to Proceed from Mesa Water® Management which said notice shall not be issued until after this Contract has been approved and authorized by Mesa Water®.

6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.

6.3 Suspension of Services. Mesa Water® may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from Mesa Water® of a notice of resumption of services. Any change to the contract, price or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

SECTION VII

DELAYS AND EXTENSIONS

7.1 Delays. In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. All claims for adjustments in the Schedule for Completion must be submitted to Mesa Water® by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.
SECTION VIII

TERMINATION

8.1 Termination by Owner. Mesa Water® may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.

8.2 Termination by Consultant. Consultant may terminate this Contract upon written notice to Mesa Water® should Mesa Water® fail to fulfill duties as set forth in Section III.

8.3 Effect Upon Records. Upon termination, Consultant shall turn over to Mesa Water® all of the documents, records, papers and other work product related to this Contract, which shall, at the option of Mesa Water®, become Mesa Water® property. Mesa Water® shall not be liable for any costs other than as specified in this Contract.

8.4 Examination of Records. Mesa Water® shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Contract.

8.5 Change in Consultant’s Status. The financial capability and status of Consultant were substantial inducements for Mesa Water® to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify Mesa Water® of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. “Significant financial change” or “significant change in status” shall mean the following:

- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another (partnership or corporation),
- Any filing of bankruptcy by the Consultant (or any of its partners),
- Loss of Consultant’s professional qualifications, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEYS’ FEES

9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys’ fees, which shall be payable whether or not such action is prosecuted to judgment. The “prevailing party” as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the
sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

10.1 Consultant shall be solely responsible for any injury or damage to any person or property howsoever occasioned by or arising out of Consultant's willful misconduct or negligent performance of the work hereunder. Consultant shall assume the defense and indemnify and hold harmless Mesa Water®, its officers, directors, agents and employees, from every claim, expense, liability, or payment for any such injury or damage.

SECTION XI

INSURANCE

11.1 Insurance requirements shall be as set forth in Appendix Four hereto attached.

SECTION XII

MISCELLANEOUS PROVISIONS

12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to Mesa Water’s employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.

12.3 Project Manager. Mesa Water® Management reserves the right to approve the project manager assigned by Consultant to said work.

12.4 Limitation on Assignment. This Contract shall not be assigned without first obtaining the express written consent of Mesa Water®.

12.5 Status of Consultant. Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent consultant with Mesa Water®. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with Mesa Water®.
12.6 **Licensing.** Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.

12.7 **Entire Contract.** This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.

12.8 **Ownership of Work.** All work performed pursuant hereto shall, upon completion, become the property of Mesa Water®. In the event the work is not completed, the completed portions thereof shall become the property of Mesa Water®.

12.9 **Waiver.** Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract.

12.10 **Job Costing.** Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of Mesa Water®. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to consultant bids or actual cost to Mesa Water®.

12.11 **Notices.** Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To Mesa Water®: Mesa Water District  
Attention: General Manager  
1965 Placentia  
Costa Mesa, CA 92627

To Consultant: Click here to enter text.  
Attention: Click here to enter name.  
Click here to enter address.  
Click here to enter City/State/Zip.
12.12 Jurisdiction. The parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.

12.13 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.

12.14 Signatories. The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

CONSULTANT

MESA WATER DISTRICT

By: Paul E. Shoenberger, P.E., General Manager

Principal

Print Name: Board Approved: Click here to enter the Board Approved date.
APPENDIX ONE

SCOPE OF SERVICES

In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail.

The description of services should very clearly define the exact nature of the service, or services, to be provided by the consultant and/or an end product (where the Contract provides for an end product rather than a specific list of services). It is very important to include as much specificity as possible relative to the services to be provided so that in the event of a dispute or a disagreement over the nature of the services to be provided, a specific listing or description can be referred to.
APPENDIX TWO

FEE SCHEDULE

In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail. Mesa Water’s payment terms are Net 30.

Clearly spell out the amount and type of compensation to be paid to the consultant. This should include rates by individual/title grouping, the not-to-exceed amount of the contract, whether the payments will be periodic or paid in a lump sum, hourly rates if applicable, retentions, if any, and a list of expenses for which the consultant will, or will not, be reimbursed.
APPENDIX THREE

SCHEDULE FOR COMPLETION

Clearly list the timeline for progress upon the work and for completion of the project(s) that are expected. If the Professional Services Contract is open-ended (i.e., for provision of services from time-to-time without a finite final completion date), then Appendix Three should specify a term at which it will conclude or at which the parties could decide to renew the contract. Under Section VIII, the Contract may be terminated at the election of either party. If some other form of termination provision is desired, this should be included in Section VIII of the Contract.
APPENDIX FOUR

INSURANCE REQUIREMENTS

The following coverages (below) will be provided by Consultant and maintained on behalf of Mesa Water®, its directors, officers, employees, and authorized volunteers in accordance with the requirements set forth herein.

**Commercial General Liability Insurance.** Primary coverage shall be provided on Insurance Services Office CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate applicable exclusively to this project. There shall be no cross liability exclusion. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to Mesa Water®, its directors, officers, employees, and authorized volunteers. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of Mesa Water® as established by agreement between the parties or by the findings of a court of competent jurisdiction. Mesa Water®, its directors, officers, employees, and authorized volunteers shall be added as insureds using Insurance Services Office additional insured endorsement form CG 20 10 11 85.

**Business Auto Coverage.** Primary coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non-owned, and hired autos. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy as applicable. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Workers’ Compensation/Employer’s Liability** shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employer’s liability limits shall be no less than one million dollars per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects Mesa Water®, its directors, officers, employees, and authorized volunteers. By the signatures hereunder, each party certifies that it is aware of the provision of Section 3700 of the California Labor Code which requires every employer (and their consultants and subcontractors) to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Contract.

**Professional Liability or Errors and Omissions Insurance.** Coverage as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Contract. Any policy exclusions affecting work performed under this Contract (such as lead, asbestos, testing, soil work, laboratory analysis, etc.) must be deleted. The policy limit shall be no less than one million dollars per claim and in the aggregate. The limit must be separate from other project limits and applicable to this project only. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to Mesa
Water®, its directors, officers, employees, and authorized volunteers. If the work contemplated by this Contract includes any asbestos removal, identification or other treatment, any failure to detect asbestos exclusion must be deleted. Exclusions for any claims arising out of suspected deficiency, or the malfunction of any products, process technique, system, or piece of equipment sold, procured, or otherwise furnished, is to be deleted.

**General conditions pertaining to provision of insurance coverage.** Consultant and Mesa Water® agree to the following provisions regarding insurance provided:

1. Consultant agrees to provide insurance in accordance with the requirements set forth here. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, Mesa Water® has the right, but not the duty, to obtain the insurance it deems necessary and Consultant will promptly reimburse any premium paid by Mesa Water®.

2. All insurance coverage and limits provided by Consultant and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other contract relating to Mesa Water® or its operations limits the application of such insurance coverage.

3. Unless otherwise approved by Mesa Water®, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum “Best’s” Insurance Guide rating of A-:VII. Self-insurance will not be considered to comply with these insurance specifications.

4. Any “self-insured retention” must be declared and approved by Mesa Water®. Mesa Water® reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting, or other mechanisms to avoid risk transfer are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to Mesa Water® before any notice to proceed is issued.

5. Consultant agrees to provide evidence of the insurance required herein, satisfactory to Mesa Water®, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Consultant’s general liability policy using Insurance Services Office form CG 20 10 11 85. Consultant agrees, upon request by Mesa Water®, to provide complete, certified copies of any policies required by this section, within ten days of such request. Any actual or alleged failure on the part of Mesa Water® or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of Mesa Water® or any additional insured, in this or any other regard.

6. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Mesa Water® of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation or that any party will
“endeavor (as opposed to being required) to comply with the requirements of the certificate(s).”

7. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Mesa Water® within five (5) days of the expiration of the coverages.

8. Consultant agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of Consultant unless otherwise agreed to by Mesa Water®. The subcontractor’s general liability insurance shall add as additional insureds all parties to this Contract using Insurance Services Office form CG 20 10 11 85. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.
Hoover Printing & Lithography, Inc.
2324 Newport Blvd., Costa Mesa, CA 92627
949/642-3710 hooverprinting.com
Fed ID#95-2705684
Corporation 53 years (since 1964)

Rod Hoover
Operations Manager
949/642-3710 x25
rod@hooverprinting.com
Section 1. Firm Qualifications and Experience

Hoover Printing is a family run commercial printing business that started in 1964. I believe Hoover Printing would be a good fit for Mesa Water District for many reasons. First, we are a local company and serve the same city that you represent. Being in the same place since 1964 gives us an advantage by being close in proximity, we can visit your location rather quickly if needed or you can visit us easily and quickly if you feel the need.

We pride ourselves with being focused on customer care and quality and we value the notion of making it easy for the customer to do business with us.

We have worked in the past for Mesa Water District for several years so we are used to having to produce the work you’re requesting.

Since all of our staff has been here for a minimum of 20 years, you will find your needs answered quickly because of the knowledge and talent Hoover Printing possesses, not just with the industry, but also with the company itself.

Strength & Stability of Hoover Printing

There are many things that demonstrate Hoover Printing’s strength and stability.

1. Hoover Printing’s strength is being able to print many different things using a variety of technologies & techniques.

2. Many of our employees have been cross-trained to run various equipment. This helps when we have an influx of work on a particular machine or when and employee is out for an extended period of time which ensures jobs continue progressing.

3. Since we own our building, land and equipment, we have more flexibility in job costing and are stronger financially to withstand downturns in the economy.

4. All of our employees have been working for us no less than 20 years.
References for Similar Projects:

Orange Coast College  
Chauncey Bayes  
Art Director  
714/432-5021  
cbayes@occ.cccd.edu

We have provided brochures & newsletters along with many other items over the years to OCC that closely resembles the specifications of your bi-monthly newsletter.

HFF  
Brigid Marrett  
Graphic Designer  
949-253-8800 ext. 4101  
bmarrett@hfllp.com

We have provided postcards along with many other items over the years to HFF that resembles the specifications in your Water Quality Report postcard.

Carden Hall  
Jody Loughlin  
Purchasing Manager  
949/645-1773  
loughlin_j@cardenhall.net

We have provided inserts along with many other items over the years to Carden Hall that resembles the specifications in your Quarterly Bill insert.

Section 2. Staff Experience and Availability
Organization Chart

Jim Hoover  
**president**

Rod Hoover  
**project manager**

John Sindelar  
**task leader**

Don Hall  
**task leader**

Keli Sindelar  
**accounting**

Production
Jim Hoover – ext. 26  
*President*

Jim started Hoover Printing in 1964 and currently runs the letterpress equipment, visits and delivers orders to many of our clients. Jim authorizes contracts and purchases along with financial and equipment investments for the company.

Hoover Printing was started 53 years ago right here in Costa Mesa in 1964. Jim Hoover has built the business based on great customer service and quality products and always strived to maintain current technology with old school craftsmanship.

Rod Hoover – ext. 25  
*Operations Manager*

Rod worked on bindery and letterpress equipment in his younger years that then turned into a career in 1991 working in the front office in customer service, estimating, job coordinating, scheduling and sourcing.

Rod works with vendors and negotiating contracts, purchasing equipment, instituting a digital direction for company’s future.

Don Hall – ext. 22  
*Computer Graphics & Prepress Manager*

Don began working with Hoover Printing in 1993 and began in our desktop publishing department, which has now evolved into our Graphics & Prepress Department.

Don possesses extensive knowledge of Adobe Creative Cloud software along with many other programs necessary in today’s digital climate. He also works and operates our Computer to Plate (CTP) system along with large format equipment and knowledge of bindery systems and letterpress and digital press platforms.

John Sindelar - ext. 24  
*Production Manager*

John began working with Hoover Printing in 1985 and started with helping customers and estimating but later moved into the production side of the company in the press room and bindery dept. He also helps out in the computer/prepress departments.

John operates the digital presses and all bindery equipment along with knowledge of Adobe Creative Cloud computer software, preparation of files for print in various formats using varied technologies, works in prepress and operates CTP system for lithography (offset) plates.
Keli Sindelar - ext. 23
Accounting/HR

Keli has worked for Hoover Printing for a combined 20 years. She worked here in 1981-1984 and returned January 2000. Keli primarily does all invoicing, bookkeeping, paying of bills, and payroll that are needed as well as helping with clients, taking orders and customer service.
# Work Breakdown Structure

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Press Production</th>
<th>Bindery Production</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bi-Monthly Newsletter (6 per year)</td>
<td>24,000</td>
<td>13 hours</td>
<td>5 hours</td>
</tr>
<tr>
<td>Full Color, w/ bleed, 80# Pacesetter Gloss Book 8.5&quot; x 11&quot;, double sided, folded to 1/3 pg.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Bill Insert (4 per year)</td>
<td>24,000</td>
<td>5 hours</td>
<td>1 hour</td>
</tr>
<tr>
<td>Full Color, w/ bleed, 80# matte, cut to 8.5&quot; x 3.66&quot;, double sided</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Folded Notecard &amp; Envelope</td>
<td>500</td>
<td>2.5 hours</td>
<td>2 hours</td>
</tr>
<tr>
<td>Notecard 80# Classic Crest, Avalanche, white 2-color</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PMS match w/ bleed, Notecard 8.5&quot; x 5.5&quot; folded to 4.25&quot; x 5.5&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Envelope 80# Classic Crest, Avalanche White, 2-color</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PMS match, 4.75&quot; x 6.5&quot; each per box)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality Report (annual)</td>
<td>1,000</td>
<td>4 hours</td>
<td>1.5 hours</td>
</tr>
<tr>
<td>11&quot; x 17&quot; flat report, printing 4 CP/4CP on 80# glass book with Satin AQ, letter fold down to 8.5&quot; x 3.75&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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<td>Water Quality Report</td>
<td></td>
<td>14 hours</td>
<td>6 hours</td>
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<td>Postcard (annual)</td>
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<td>6.5&quot; x 9.5&quot; postcard</td>
<td>50,000</td>
<td>6.5&quot; x 9.5&quot;</td>
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<td>printing 4CP/4CP w/bleed</td>
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<td>on 100# gloss cover.</td>
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<td>Bundle, tie and prepare</td>
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<tr>
<td>mail for EDDM (simplified addressing.</td>
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<tr>
<td>(annual)</td>
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</table>
Current workload of Team Members

One reason Hoover Printing succeeds is because we cross-train personnel on multiple equipment to help make things run more efficiently and smoother. We pride ourselves on meeting or beating every deadline that we agree too.

Overview of Hoover Printing’s Capabilities in Project Scope

Hoover Printing has always strived to stay up on current technologies and tried to incorporate those technologies that would benefit our clients. We currently have invested in four primary printing technologies: digital, lithography (offset), large format and letterpress.

By having these different technologies, we are able to offer many reproduction solutions for our customers that fits within their needs and criteria.

Section 3: Scope of Work Understanding and Schedule

In reviewing certain parameters in the specifications within your proposal, certain items stood out to me:

1. Quarterly Bill Insert: Specifies 60# Coated Matte Book, which isn’t available. I spoke with Noelle Collins who said she was willing to go up to 80# Coated Matte Book, which is perfect.

2. Notecard Folder & Envelope: The paper thickness specified for both the notecard folder and the envelope does not exist. I spoke with Noelle Collins and she said we could figure 80# Cover on the notecard folder and 80# text on the envelope. The Classic Crest paper specified indicates Avalanche White as the color, which is very uncommon. My normal sources carry Solar White and Avon Brilliant White. If you must have Avalanche White, I will have to source from another vendor, which would take additional time unless expedited freight is paid. The sizes listed of the notecard folder and envelope did not match up, so I just figured both sizes and you can choose which works for you.

3. The Water Quality Report: Specifies a Satin AQ Coating, which I could not do on this thin stock so I was going to add a Satin Varnish Coating instead.

4. The Water Quality Report Postcard: I can produce the size you specified at 6.5”x 9.5”, but if you were to reduce to 6”x 9”, you would save over $1000.

When reviewing jobs, we like to point out areas in a project that will help the client save money or help their dollar go farther. We basically like to treat our clients and their money like we would want people to treat us.
In regards to quality control, we make proofs on every order for the customer to approve. Once they do, we review again to try and catch something they may have missed. Our production departments are trained to regularly check sheets visually and with tools as they are being produced with the specified process to make sure they remain within guidelines and specifications. We can provide you with a monthly status report of project status, schedule and any challenges or questions that may arise so we can resolve them in a timely manner.
Appendix A. Resumes of Key Staff
Jim Hoover

Summary

Founder and President of Hoover Printing and Lithography, Inc. I started the company in 1964 in Costa Mesa, CA.

Highlights:

Customer Service
Knowledge of Letterpress
Friendly and Sociable
Deliveries

Accomplishments:

Married for 57 years and have three grown children, five grandchildren, and four great grandchildren. Family is very important to me and I have three members working at Hoover Printing: Rod Hoover (son), Keli Sindelar (daughter) and John Sindelar (son-in-law).

Experience:

I started Hoover Printing when I was 26 after working for Southern California Edison. I purchased the company, building and business, which I feel fortunate to have done since rents are so high now and it also helps Hoover Printing stay competitive.

I did run the company but have since let my son, Rod, take over which takes stress off of me and allows me to do other things like see customers when I make deliveries, run the letterpress equipment, help out where is needed or just hit the golf links once in a while.
Rod Hoover

Summary
Combined 29 years in printing industry with 27 as a career and 16 as Operations Manager of Hoover Printing & Lithography, Inc.

Highlights:
Customer Service
Estimating
Sales
Knowledge of operating various bindery and production equipment
Efficient & Resourceful
Creative
Able to see big picture and think outside the box as well as able to focus in on small details

Accomplishments:
Married for almost 26 years and have two grown children.

Printing Industries Association of Southern California (PIASC) certification in Estimating.

Printing Industries Association of Southern California (PIASC) certification in Management.

Experience: Hoover Printing and Lithography, Inc. - 1990 to Current
Operations Manager
All estimating of potential orders and pricing of existing orders, customer service, job scheduling and coordinating. Ordering and sourcing of supplies from various vendors. Establish relationships with vendors and negotiate pricing. Handle logistics of items entering and leaving Hoover Printing. Research, negotiate and purchase equipment from various vendors for multiple revenue streams. Able to operate various binding and production equipment. Daily operations and employee management.
PROFILE

Twenty-Four Years Prepress Production and Graphic Design with Hoover Printing, Costa Mesa, CA,
Twelve Years Active Duty United States Marine Corps, Electrician and Administration.
Twelve Years United States Navy Reserve, Leadership Instructor, Lithographer and Administration.

EDUCATION

1984  University of Maryland - Psychology
1994  University of California Irvine - Education
1997  Navy Lithographer Course
1999  Navy Leadership Course
1996  Present Printing Industries Association (prepress seminars)
2004  Heidelberg Print Media Academy (prepress)
2004  Hewlett Packard HP Indigo (prepress)
2008  United States Navy - Civil Affairs Training, Combat Medic
2010  Orange Coast Community College - Digital Media Arts & Design, Graphic Design
2012  Orange Coast Community College - Photography
2014  Xitron Training - Prepress
2016  Xitron Training - Prepress

INTERESTS

• Spend Time with Family and Friends
• Active Lifestyle, Bike Riding, Jogging, Hiking & Gym
• Active Member of the City of Tustin, Community Emergency Response Team. Assist in training of members. Current on CPR & First Aid to include AED, Adult, Child & Infant CPR.
• Active Member of the Orange Coast Community College, Digital Media Arts & Design, Citizens Advisory Board
• Current Board Member of my Homeowner’s Association

WORK EXPERIENCE

1981 - 1993
United States Marine Corps - Administration & Electrician

1993 - Present
Hoover Printing, Costa Mesa - Computer Prepress, Graphic Design, Network Administration

1993 - 2010
United States Navy Reserve - Lithographer, Leadership Instructor, Administration

SKILLS

• Software:
Adobe Creative Cloud: Adobe InDesign, Photoshop, Illustrator, Bridge & Acrobat
Pitstop Professional, Color Management, Inp02 Imposition Software, SmartStream Designer (HP Indigo Prepress), Heidelberg Prepress Applications, Extensis Suitcase
Mac OS Sierra / Mac Server / Windows OS: Installation, Maintain, Troubleshoot, Diagnosis & Repair
Microsoft Office: Word, Excel & Power Point

• Computer Hardware & Network:
Installation, Maintain, Troubleshoot, Diagnosis & Repair

• Press & Post Press:
Operation, Installation, Maintain, Troubleshoot, Diagnosis & Repair of Heidelberg Printing Presses, HP Indigo Press, Kluge Letterpress & Postpress Equipment to Assist in Daily Operations
SUMMARY

High-energy result oriented Associate with over 30 years experience in all printing areas. Responsible for all work performed in the pressroom; productivity, quality, timeliness, and cost control. Assign work and give instructions to personnel. Plan, organize, influence and control issues related to efficient pressroom processes and effective personnel. Work cooperatively with all production supervisors and customer service personnel. Proficient in all operations, schedule and inventory maintenance. Skilled at working quickly, correctly and efficiently to complete all tasks. Meticulously detailed-oriented and organized with strong communication abilities.

KNOWLEDGE AND ABILITIES

Manages all pressroom functions, activities and resources to achieve operational goals.
Able to work a flexible schedule as needed to address operation deadlines.
Exhibit excellent relationship building skills to effectively work with a diverse group/variety of people and personalities.
Able to manage time effectively on multiple long and short-term projects simultaneously, meeting all related deadlines.
Ability to prioritize effectively in scheduling work through the department.
Hazardous Waste Management and paper scrap Recycling.
Able to understand and help further enhance current business systems, processes, and work-flows.
Ability to provide leadership, direction, training, growth and development opportunities for pressroom staff.
Participate in the study, selection, and development of production methods of new equipment.
Accountable for team performance to achieve & maintain:
  - On-time performance.
  - Product quality standards.
  - Operational safety.
  - OSHA & EPA compliance.
  - Positive employee & customer relations.
  - Overall press department financial performance.
  - Production & shift scheduling.

SKILLS

Production on Polar guillotine cutter.
High Speed folder operations and related bindery.
Offset press knowledge.
Factory trained on HP Indigo digital press.
Shipping and Receiving with fork-lift license.
Mechanically inclined to preform minor equipment repairs.
Inventory of all pressroom supplies.
Coordinates pressroom scheduling with other production facilities.
Imaging / platemaking / computer to plate (CTP) operations
Computer knowledge:
  - Adobe Indesign, Illustrator and Photoshop.
  - Microsoft Excel, Word, Publisher

HIGHLIGHTS

Communicate clearly and effectively both orally and in writing to all levels of people inside and outside the organization, including possessing good English speaking skills, fluency and understandability.
Keli Sindelar
Hoover Printing - Accounting Manager / HR

EMPLOYMENT

2000 - present  Hoover Printing, Costa Mesa, CA
1990 - 2000  Bank of America, Rancho Santa Margarita, CA

SKILLS AND ABILITIES

Computer skills include:
  - Microsoft Word
  - Microsoft Excel

Accounting Software
  - Quickbooks Pro

Accounts Payable
Accounts Receivable
Assist in preparation of fiscal taxes
Merchant Services
Social Media content
Hoover Printing website development
Email campaigns
Protect customer’s data file
Employees Benefits
In charge of SIMPLE IRA for all employees

EDUCATION

Saddleback College
1998 - 2004

Biola University
1979 - 1981

INTERESTS

Reading
Waterskiing
Snowskiing
Excercising
Gardening
Fee Proposal

All estimates for labor, transportation, administrative, overhead, incidentals, etc. are included in Appendix C – Scope of Work. Estimates for tasks and hours are on the Work Breakdown Structure.

As far as team members performing tasks for each item, John Sindelar along with other production team members would perform approximately 95% while Don Hall will perform approximately 5%.
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: HOOVER PRINTING & LITHOGRAPHY, INC.

Address: 2324 Newport Blvd.

City Costa Mesa          State CA          Zip Code 92627

Telephone: 949-642-3710          Fax: 949-646-1905

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: Rod Hoover

Signature of Authorized Representative: [Signature]

Date: 03/09/2017
Appendix C: Scope of Work

This Request for Proposal seeks printing and production services for Mesa Water’s collateral materials, including:

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>SHIPPING &amp; DELIVERY</th>
<th>OTHER</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>Bi-Monthly Newsletter (6 per year)</td>
<td>24,000</td>
<td>$0.089</td>
<td>N/C</td>
<td>N/A</td>
<td>$2145 + tax</td>
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<tr>
<td>Full Color, w/ bleed, 80# Pacesetter Gloss Book, 8.5&quot; x 11&quot;, double sided, folded to 1/3 pg.</td>
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<tr>
<td>Quarterly Bill Insert – (4 per year)</td>
<td>24,000</td>
<td>$0.043</td>
<td>N / C</td>
<td>N / A</td>
<td>$1020 + tax</td>
</tr>
<tr>
<td>Full Color, w/ bleed, 60# matte, cut to 8.5x3.66&quot;, double sided.</td>
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<tr>
<td>Folded Notecard &amp; Envelope – Notecard 90# classic crest, avalanche white 2-color PMS match w/ bleed, notecard 8.5&quot;x5.5&quot; folded to 4.25&quot;x5.5&quot;. Envelope 30# classic crest, avalanche white, 2-color PMS match, 4.75&quot;x6.5&quot;. 250 each per box.</td>
<td>500</td>
<td>A2 Folder $0.49</td>
<td>Avalanche White (5-7 days to get paper unless expedited freight needed)</td>
<td>N/A</td>
<td>$245 + tax</td>
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<tr>
<td></td>
<td></td>
<td>A6 Folder $0.49</td>
<td></td>
<td>N/A</td>
<td>$245 + tax</td>
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<tr>
<td></td>
<td></td>
<td>A2 eps $0.38</td>
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<td>N/A</td>
<td>$190 + tax</td>
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<td></td>
<td></td>
<td>A6 eps $0.40</td>
<td></td>
<td>N/A</td>
<td>$200 + tax</td>
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<tr>
<td>Water Quality Report (annual)</td>
<td>1,000</td>
<td>$0.99</td>
<td>N / C</td>
<td>N/A</td>
<td>$990 + tax</td>
</tr>
<tr>
<td>11x17&quot; flat report, printing 4CP/4CP on 80# gloss book with Satin AQ, letter fold down to 8.5x3.75&quot;.</td>
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<tr>
<td>Water Quality Report Postcard (annual)</td>
<td>50,000</td>
<td>$0.092</td>
<td>mail service $720</td>
<td>N/C</td>
<td>$5315 + tax</td>
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<tr>
<td>6.5x9.5&quot; postcard printing 4CP/4CP w/ bleed on 100# gloss cover. Bundle, tie and prepare mail for EDDM (simplified addressing). Mail Drop (annual)</td>
<td>50,000 6 x 9</td>
<td>$0.071</td>
<td>mail service $720</td>
<td></td>
<td>$4250 + tax</td>
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### COVERSAGES

This is to certify that the Policies of Insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any Contract or other document with respect to which this Certificate may be issued or may pertain, the Insurance afforded by the Policies described herein is subject to all the Terms, Exclusions and Conditions of such Policies. Limits shown may have been reduced by Paid Claims.

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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
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<td>GENERAL AGGREGATE $2,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as ADDITIONAL INSURED with respects to services provided and/or performed by the Named Insured.

### CERTIFICATE HOLDER

Mesa Water District  
1965 Placentia Avenue  
Costa Mesa, CA 92627

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy holder must ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Diane R Adams Insurance Agency  
2134 Main St. #280  
Huntington Beach, CA 92648

**INSURED**  
Hoover Printing & Lithography  
2324 Newport Blvd  
Costa Mesa, CA 92627

**DATE (MM/DD/YYYY)**  
3/8/2017

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>06/01/2016 06/01/2017</td>
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<td>ANY PROPRIETOR PARTNER OR EXECUTIVE OFFICER/OWNER EXCLUDED</td>
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<td>MANDATORY IN NH</td>
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<td></td>
<td>Fills, describe under DESCRIPTION OF OPERATIONS below</td>
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</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Mesa Water District  
1965 Placentia Ave  
Costa Mesa, CA 92627

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane Adams

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REPORTS:

4. REPORT OF THE GENERAL MANAGER:
REPORTS:

5. DIRECTORS’ REPORTS AND COMMENTS:
MEMORANDUM

TO: Legislative & Public Affairs Committee  
FROM: Stacy Taylor, External Affairs Manager  
DATE: April 27, 2017  
SUBJECT: Water Use Efficiency Advocacy

RECOMMENDATION

This item is provided for information only.

STRATEGIC PLAN

Goal #4: Increase public awareness about Mesa Water® and about water.  
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

Per Mesa Water District’s 2017 Legislative Platforms, the District is actively engaged in statewide Water Use Efficiency (W.U.E.) advocacy by Mesa Water’s staff and consultants at California Advocates, working in tandem with coalition efforts by: the Association of California Water Agencies (ACWA); Orange County Water District (OCWD); Municipal Water District of Orange County (MWDOC); Metropolitan Water District of Southern California (MWD); WateReuse; and other industry associations.

Below is the W.U.E. legislative platform adopted by Mesa Water’s Board in January 2017:

**Water Use Efficiency** – Mesa Water® opposes state-mandated water conservation, mandatory conservation efforts and water rationing that impedes local control, ignores the supply-demand equation, and that negatively impacts local investments in new sources of water supplies. Additionally, as part of any potential statewide effort to update urban water conservation goals, Mesa Water supports full (100% value) credit for new water supplies created for direct or indirect potable reuse, such as water from desalination, GroundWater Replenishment System (GWRS) and the Mesa Water Reliability Facility (MWRF). Mesa Water also supports:

- policies that encourage stable end-user rates and the use of base-loaded water systems to supply reliable water;
- maximizing investments in local water infrastructure, sources and supplies;
- local control and baseline options similar to the four current 20x2020 options;
- informing customers of their water use; and,
- requesting customers’ voluntary conservation efforts when necessary to achieve conservation goals.
During the November 2016 ACWA Fall Conference, Governor Brown’s Administration issued a draft report called, “Making Conservation a California Way of Life.” A large coalition of ACWA member agencies, including Mesa Water, participated in an ad hoc meeting at the conference to discuss coordinated efforts in response to the Administration’s draft report and pending legislation anticipated for the 2017-18 session.

In January 2017, the ACWA State Legislative Committee created a workgroup to formulate W.U.E. policies for lobbying efforts during this two-year legislative session on behalf of and by ACWA members. Mesa Water staff and lobbyists are actively involved in this workgroup which developed policy language that was recently approved by ACWA’s State Legislative Committee and distributed to ACWA members. The approved language was also provided to Assemblywoman Blanca Rubio (D – Baldwin Park, CA) to consider inserting in her bills related to “Making Conservation a California Way of Life.”

Since January, several W.U.E. bills have been moving through the legislative process, including two leading measures by Assemblywoman Rubio, as listed below, representing the ACWA workgroup product and befitting Mesa Water’s W.U.E. platform:

<table>
<thead>
<tr>
<th>Bill No.</th>
<th>Author</th>
<th>Brief</th>
<th>ACWA Position</th>
<th>Mesa Water Position</th>
<th>Calendar/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 968</td>
<td>Rubio</td>
<td>WATER EFFICIENCY TARGETS (20x2020 update) Placeholder language. Will be amended to include the ACWA workgroup LTWUE¹ language.</td>
<td>Support as proposed to be Amended</td>
<td>Support as proposed to be Amended</td>
<td>April 25 Hearing in WP&amp;W²</td>
</tr>
<tr>
<td>AB 1654</td>
<td>Rubio</td>
<td>UWMP.³ Would enhance existing UWMP Plan requirements to utilize a 5-year drought-planning sequence and provide state agencies with an annual supply and demand assessment from water suppliers.</td>
<td>Support</td>
<td>Support</td>
<td>April 25 Hearing in WP&amp;W²</td>
</tr>
</tbody>
</table>

**Notes**

¹LTWUE: Long-Term Water Use Efficiency
²WP&W: Assembly Water Parks and Wildlife Committee
³UWMP: Urban Water Management Plan
Per the chart above, ACWA and several of its members (including Mesa Water), have recently taken positions to support AB 1654 and support AB 968 as proposed to be amended. Nonetheless, these measures need fine-tuning and active advocacy. To that end, Mesa Water has joined the ACWA member coalition, led by Sacramento’s Regional Water Authority, to engage in Sacramento on this issue (Attachment A).

On Friday, March 31, 2017, in addition to lifting the emergency drought declaration, the Governor also proposed a Budget Trailer Bill -- #810 as listed on the CA Department of Finance’s website -- to implement the Administration’s “Making Conservation a California Way of Life.” While the bill contains some beneficial language, it also contains problematic language. Of most concern is that a Budget Trailer Bill does not go through the regular legislative process, is not heard in policy committees, and does not provide the same opportunities for public input. In 2015, the Mesa Water Board adopted a resolution supporting ACWA’s Policy Statement in Favor of Transparency in the Legislative Process and Objection to the Misuse of the Budget Trailer Bill Process.

On Tuesday, April 25, 2017, the Assembly Water, Parks and Wildlife Committee has dedicated a “special order of business” on their agenda to hear eight Assembly bills -- including the two Rubio bills listed in the above chart -- that, in one way or another, seek to implement policy relating to “Making Water Conservation a Way of Life.” Additional information regarding this topic, as well as the list of Mesa Water bills for 2017 (Attachment B), will be available after the writing of this memo and staff will provide a verbal update at the Legislative & Public Affairs Committee meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: W.U.E. Legislative Engagement Form
Attachment B: Mesa Water 2017 Legislative Status Report
Support Local Water Agency Proposals for Urban Water Supply Planning and Water Use Efficiency Legislation

Yes, our organization will SUPPORT LOCAL water agency developed alternatives for water supply planning and water use efficiency.

Organization Name: Mesa Water District
Contact Name: Stacy Taylor
Title: External Affairs Manager
Email: StacyT@MesaWater.org
Phone: 714.791.0848 (cell/text)

Our organization is willing to support or oppose legislation in the following ways:

<table>
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<tr>
<th>Organization’s Staff</th>
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<tr>
<td>✓ Write letters to lawmakers</td>
<td></td>
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<tr>
<td>✓ Call lawmakers</td>
<td></td>
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<tr>
<td>✓ Participate in meetings in Sacramento</td>
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<tr>
<td>✓ Participate in local meetings with lawmakers</td>
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<tr>
<td>✓ Testify before committees</td>
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<tr>
<td>✓ Talk to local reporters and editorial boards</td>
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<tr>
<td>✓ Author op-eds and letters-to-the-editor</td>
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<td>✓ Post information to websites and social media channels</td>
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<th>Board Directors or City Council Members</th>
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<tr>
<td>✓ Write letters to lawmakers</td>
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Please direct questions or comments to Adam W. Robin, Regional Water Authority, at Arobin@rwah2o.org or (916) 967-7692.

**Status:** 3/20/2017-Read third time. Urgency clause adopted. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

**Location:** 3/20/2017-S. DESK

**Summary:** Under existing law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities. This bill would enact the California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of $3,105,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, coastal protection, and outdoor access for all program.

This bill contains other related provisions.

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**Notes 1:**

AB 464  (Gallagher  R)  Local government reorganization.  ( Amended: 3/14/2017  Text)

**Status:** 3/15/2017-Re-referred to Com. on L. GOV.

**Location:** 2/27/2017-A. L. GOV.

**Calendar:** 5/3/2017  1:30 p.m. - State Capitol, Room 127  ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:** The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, among other things, establishes procedures for consideration of a proposal for change of organization or reorganization, as defined. Existing law requires that an applicant seeking a change of organization or reorganization submit a plan for providing services within the affected territory that includes, among other requirements, an enumeration and description of the services to be extended to the affected territory and an indication of when those services can feasibly be extended. This bill would specify that the plan is required to also include specific information regarding services currently provided to the affected territory, as applicable, and make related changes.
This bill contains other related provisions and other existing laws.

**AB 474**  
(**Garcia, Eduardo** D)  
**Hazardous waste: spent brine solutions.** (Introduced: 2/13/2017  
Status: 4/5/2017-In committee: Set, first hearing. Referred to suspense file.  
Location: 3/21/2017-A. APPR.

**Summary:** Existing law exempts from certain requirements of the Hazardous Waste Control Law wastes from the extraction, beneficiation, or processing of ores and minerals that are not subject to regulation under the federal Resource Conservation and Recovery Act of 1976, including spent brine solutions used to produce geothermal energy that meet specified requirements. This bill would exempt spent brine solutions that are byproducts of the treatment of groundwater to meet California drinking water standards from those same requirements if certain conditions are met, including that the spent brine solutions are transferred for dewatering via a closed piping system to lined surface impoundments regulated by the California regional water quality control boards.

**AB 567**  
(**Quirk-Silva** D)  
**School facilities: drinking water fountains: spigot for filling water bottles.** (Amended: 3/14/2017  
Status: 3/15/2017-Re-referred to Com. on ED.  
Location: 2/27/2017-A. ED.

**Summary:** Existing law requires a school district to provide access to free, fresh drinking water during meal times in school food service areas, except as specified. This bill would require a school district, on or after July 1, 2018, to ensure that every drinking water fountain at each school under its jurisdiction is equipped with both a water fountain and a spigot, or a combination water fountain and spigot, for filling water bottles. Because the bill would impose new duties on local educational agencies, the bill would impose a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.
Summary: Existing law establishes the State Water Resources Control Board and the California regional water quality control boards as the principal state agencies with authority over matters relating to water quality. Existing law required the State Department of Public Health to, on or before December 31, 2013, adopt uniform water recycling criteria for indirect potable reuse for groundwater recharge. Existing law also required the department to develop and adopt uniform water recycling criteria for surface water augmentation, as defined, by December 31, 2016, if a specified expert panel found that the criteria would adequately protect public health, and required the department to investigate the feasibility of developing uniform water recycling criteria for direct potable reuse and to provide a final report on that investigation to the Legislature by December 31, 2016. Existing law defined the terms “direct potable reuse,” “indirect potable reuse for groundwater recharge,” and “surface water augmentation” for these purposes. Existing law transferred these powers and responsibilities to the State Water Resources Control Board on July 1, 2014. This bill would remove certain references to “direct potable reuse,” “indirect potable reuse for groundwater recharge,” and “surface water augmentation,” and would instead specify the four different types of potable reuse projects as “groundwater augmentation,” “reservoir augmentation,” “raw water augmentation,” and “treated drinking water augmentation.”

This bill contains other related provisions.
**AB 641** (Harper R) **Water conservation and reclamation projects.** (Introduced: 2/14/2017)

**Status:** 2/15/2017-From printer. May be heard in committee March 17.

**Location:** 2/14/2017-A. PRINT

**Summary:** Existing law, the Water Conservation Projects Act of 1985, declares that the intent of the act is to encourage local agencies and private enterprise to implement potential water conservation and reclamation projects by establishing a state program to finance or assist in financing projects that meet state criteria and will result in an additional supply of water for use in areas of need. This bill would make nonsubstantive changes in that provision.

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**Notes 1:**

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**AB 642** (Harper R) **Desalinated water.** (Introduced: 2/14/2017)

**Status:** 2/15/2017-From printer. May be heard in committee March 17.

**Location:** 2/14/2017-A. PRINT

**Summary:** The Cobey-Porter Saline Water Conversion Law declares that the growing water needs of the state require the development of cost-effective and efficient water supply technologies and that desalination technology is now feasible to help provide significant new water supplies from seawater, brackish water, and reclaimed water. This bill would declare the intent of the Legislature to enact subsequent legislation relating to desalination.

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**Notes 1:**

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**AB 645** (Quirk D) **Local government: organization: dissolution.** (Introduced: 2/14/2017)

**Status:** 3/2/2017-Referred to Com. on L. GOV.

**Location:** 3/2/2017-A. L. GOV.

**Summary:** The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for cities and districts, except as specified. Under existing law, if a change of organization consists of a dissolution, the commission is required to order the dissolution subject to confirmation of voters if, among other things, the proposal was not initiated by the commission and if a subject agency has not objected to the proposal, the commission has found that, for an inhabited territory protests have been signed by either 25% of the number of landowners within the affected territory who own at least 25% of the assessed value of land within the territory or 25% of the voters entitled to vote as a result of residing or owning land within the affected territory. This bill would decrease that threshold to 10% of the number of landowners within the affected territory who own at least 25% of the assessed value of land within the territory or 10% of the voters entitled to vote as a result of residing or owning land within the affected territory.
**AB 684**  
*Stone, Mark D*  
**Status:** 4/18/2017-Re-referred to Com. on APPR.  
**Location:** 4/3/2017-A. APPR.

**Summary:** The California Coastal Act of 1976 establishes the California Coastal Commission, and prescribes the membership and functions and duties of the commission. For purposes of the act, an “ex parte communication” is defined as any oral or written communication between a member of the commission and an interested person, as defined, about a matter within the commission’s jurisdiction, as defined, that does not occur in a public hearing, workshop, or other official proceeding or on the official record of the proceeding on the matter, excluding certain communications, including communications between a staff member acting in his or her official capacity and any commission member or interested person, as prescribed. The act prohibits a commission member and an interested person from conducting an ex parte communication unless the member fully discloses and makes public the ex parte communication by providing a full report of the communication to the executive director of the commission within 7 days after the communication or, if the communication occurs within 7 days of the next commission hearing, to the commission on the record of the proceeding at that hearing. This bill would, as of July 1, 2018, delete the requirement that the commission member provide a full report of the communication to the executive director of the commission within 7 days after the communication or, if the communication occurs within 7 days of the next commission hearing, to the commission on the record of the proceeding at that hearing. The bill would instead prohibit ex parte communication unless the commission member complies with specified requirements, including verbally disclosing at the hearing all ex parte communications that occurred on any given item to be heard at the hearing, including the identity of the person or persons engaging in the communication, prior to that item being heard at the hearing.

This bill contains other related provisions.

**AB 869**  
*Rubio D*  
Sustainable water use and demand reduction: recycled water. (Amended: 3/28/2017)  
**Location:** 3/23/2017-A. W.,P. & W.  
**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair
Summary: (1) Existing law imposes various water use reduction requirements that apply to urban retail water suppliers, including a requirement that the state achieve a 20% reduction in urban per capita water use by December 31, 2020. This bill would require recycled water delivered within the service area of an urban retail water supplier or its urban wholesale water supplier for either nonpotable or potable use or that replenishes a groundwater basin and supplements the groundwater supply available to an urban retail water supplier be excluded from the calculation of any urban water use target or reduction in urban per capita water use. The bill would state that for these purposes recycled water use is an efficient use of water and would require recycled water use to be considered equivalent to other water use efficiency measures.

This bill contains other related provisions and other existing laws.

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Notes 1:

**AB 930**  
(Allen, Travis R) **State Lands Commission: membership.** (Amended: 3/23/2017)  
Status: 3/27/2017-Re-referred to Com. on NAT. RES.  
Location: 3/23/2017-A. NAT. RES.

Summary: Existing law establishes the State Lands Commission in the Natural Resources Agency, consisting of the Controller, the Lieutenant Governor, and the Director of Finance. This bill would add to the membership of the commission 2 members appointed by the governor, one member appointed by the Senate Committee on Rules, and one member appointed by the Speaker of the Assembly.

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Notes 1:

**AB 1050**  
(Allen, Travis R) **California Endangered Species Act: Delta smelt.** (Amended: 3/28/2017)  
Status: 4/17/2017-In committee: Set, first hearing. Hearing canceled at the request of author.  
Location: 3/27/2017-A. W.,P. & W.

Summary: The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species and requires the commission to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except as specified. This bill would require the commission to remove the Delta smelt from the endangered species list.

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</table>
**AB 1235** (Daly D) Santa Ana River Conservancy Program. (Amended: 3/28/2017)

**Status:** 4/17/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 3/27/2017-A. NAT. RES.

**Calendar:** 4/24/2017 Upon adjournment of Session - State Capitol, Room 447

ASSEMBLY NATURAL RESOURCES, GARCIA, Chair

**Summary:** Existing law establishes the State Coastal Conservancy with prescribed powers and responsibilities for implementing and administering various programs intended to preserve, protect, and restore the state’s coastal areas. Existing law also establishes the Santa Ana River Conservancy Program, to be administered by the conservancy, for purposes related to the implementation of projects to restore, preserve, and enhance specified lands in the Santa Ana River region, as defined. This bill would appropriate the sum of $20,000,000 from the General Fund to the conservancy to be expended for the purposes of the program.

**Organization**

- Mesa Water District

**Assigned**

- JOHN

**Position**

- Water

**Priority**

- Group

**Notes 1:**


**Status:** 4/17/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 3/27/2017-A. TRANS.

**Calendar:** 4/24/2017 2:30 p.m. - State Capitol, Room 4202

ASSEMBLY TRANSPORTATION, FRAZIER, Chair

**Summary:** Existing law, the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of general obligation bonds in the amount of $9 billion for high-speed rail purposes and $950 million for other related rail purposes. Article XVI of the California Constitution requires measures authorizing general obligation bonds to specify the single object or work to be funded by the bonds and further requires a bond act to be approved by a 2/3 vote of each house of the Legislature and a majority of the voters. This bill would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds received from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds. The bill, subject to the above exception, would also require the net proceeds of other bonds subsequently issued and sold under the high-speed rail portion of the bond act to be made available, upon appropriation, to fund capital expenditures for water projects that are a part of the State Water Resources Development System, including the construction of desalination facilities, wastewater treatment and recycling facilities, reservoirs, water conveyance infrastructure, and acquifer recharge. The bill would make no changes to the authorization under the bond act for the issuance of $950 million in bonds for rail purposes other than high-speed rail. These provisions would become effective only upon approval by the voters at the next statewide election.
This bill contains other existing laws.

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Notes 1:

**AB 1642**  (Caballero D)  **California Coastal Commission: ex parte communications: disclosure.** (Introduced: 2/17/2017  [Text])

**Status:** 3/16/2017-Referred to Com. on NAT. RES.

**Location:** 3/16/2017-A. NAT. RES.

**Summary:** Existing law, the California Coastal Act of 1976, establishes the California Coastal Commission in the Natural Resources Agency and designates the commission as the state coastal zone planning and management agency for all purposes. The act prohibits a commission member or an interested person, as defined, from conducting an ex parte communication unless the commission member fully discloses and makes public that communication within 7 days after the communication or, if the communication occurs within 7 days of the next commission hearing, to the commission on the record of the proceeding at that hearing. The act requires the executive director of the commission to place in the public record any report of an ex parte communication. This bill would require that the executive director place on the commission’s Internet Web site and in the official public record any written report of an ex parte communication.

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Notes 1:

**SB 5**  (De León D)  **California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.** (Amended: 3/28/2017  [Text])

**Status:** 4/18/2017-Set for hearing April 24.

**Location:** 3/28/2017-S. APPR.

**Calendar:** 4/24/2017  10 a.m. - John L. Burton Hearing Room (4203)
SENATE APPROPRIATIONS, LARA, Chair

**Summary:** Under existing law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities. This bill would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of $3,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program.

This bill contains other related provisions.

Status: 4/13/2017-Set for hearing April 25.
Location: 4/5/2017-S. JUD.
Calendar: 4/25/2017  1:30 p.m. - Room 112  SENATE JUDICIARY, JACKSON, Chair

Summary: (1) The federal Clean Air Act regulates the discharge of air pollutants into the atmosphere. The federal Clean Water Act regulates the discharge of pollutants into water. The federal Safe Drinking Water Act establishes drinking water standards for drinking water systems. The federal Endangered Species Act of 1973 generally prohibits activities affecting threatened and endangered species listed pursuant to that act unless authorized by a permit from the United States Fish and Wildlife Service or the National Marine Fisheries Service, as appropriate. Existing state law regulates the discharge of air pollutants into the atmosphere. The Porter-Cologne Water Quality Control Act regulates the discharge of pollutants into the waters of the state. The California Safe Drinking Water Act establishes standards for drinking water and regulates drinking water systems. The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species and generally prohibits the taking of those species. The Protect California Air Act of 2003 prohibits air quality management districts and air pollution control districts from amending or revising their new source review rules or regulations to be less stringent than those rules or regulations that existed on December 30, 2002, except under certain circumstances. That act requires the state board to provide on its Internet Web site, and in writing for purchase by the public, a copy of the federal new source review regulations as they read on December 30, 2002, and a related document. This bill would prohibit state or local agencies from amending or revising their rules and regulations implementing the above state laws to be less stringent than the baseline federal standards, as defined, and would require specified agencies to take prescribed actions to maintain and enforce certain requirements and standards pertaining to air, water, and protected species. The bill would make conforming changes to the Protect California Air Act of 2003. By imposing new duties on local agencies, this bill would impose a state-mandated local program. (2) Existing law provides for the enforcement of laws regulating the discharge of pollutants into the atmosphere and waters of the state. Existing law provides for the enforcement of drinking water standards. Existing law provides for the enforcement of the California Endangered Species Act. This bill would authorize a person acting in the public interest to bring an action to enforce certain standards and requirements implementing the above-mentioned state laws if specified conditions are satisfied. The bill would make the operation of this authorization contingent on the occurrence of certain events. (3) Existing federal law generally establishes standards for workers’ rights and worker safety. Existing state law generally establishes standards for workers’ rights and worker safety. This bill would prohibit a state agency that implements those laws from amending or revising its rules and regulations in a manner that is less stringent in its protection of workers’ rights or worker safety than standards established by federal law in existence as of January 1, 2016. (4) Existing law authorizes a person to petition a court for the issuance of a writ of mandate to a public agency to compel the performance of an action required by law or to review a decision of the public agency. This bill would expressly authorize a person to petition a court for a writ of mandate to compel a state or local agency to perform an act required by, or to review a state or local agency’s action for compliance with, this measure. (5) This bill would require state agencies, on a semi-annual basis, to report to the Legislature on compliance with the above requirements. (6) The California
Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason. With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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Notes 1:

**SB 623** *(Monning D)* Safe and Affordable Drinking Water Fund. *(Amended: 3/30/2017)*

**Status:** 4/19/2017-Action From E.Q.: Do pass as amended. To APPR..

**Location:** 4/19/2017-S. APPR.

**Summary:** Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law establishes the Office of Sustainable Water Solutions within the State Water Resources Control Board with the purpose of promoting permanent and sustainable drinking water and wastewater treatment solutions to ensure the effective and efficient provision of safe, clean, affordable, and reliable drinking water and wastewater treatment services. This bill would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the office. The bill would require the board to administer the fund and authorize the board to provide for the deposit of federal contributions and voluntary contributions, gifts, grants, or bequests. The bill would require the board to expend moneys in the fund for grants, loans, contracts, or services to assist those without access to safe and affordable drinking water consistent with a fund implementation plan adopted annually by the board, as prescribed. The bill would require the board annually to prepare and make available a report of expenditures of the fund and to adopt annually, after a public hearing, an assessment of funding needed to ensure all Californians have access to safe drinking water. By creating a new continuously appropriated fund, this bill would make an appropriation.

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Notes 1:

**SB 634** *(Wilk R)* Santa Clarita Valley Water District. *(Amended: 4/19/2017)*

**Status:** 4/19/2017-Set for hearing April 26. From committee with author's amendments. Read second time and amended. Re-referred to Com. on GOV. & F.

**Location:** 3/28/2017-S. GOV. & F.

**Calendar:** 4/26/2017 9:30 a.m. - Room 112 SENATE GOVERNANCE AND FINANCE, MCGUIRE, Chair

**Summary:** Existing law, the Castaic Lake Water Agency Law, created the Castaic Lake Water Agency and authorizes the agency to acquire water and water rights, including water from the State
Water Project, and to provide, sell, and deliver water at wholesale for municipal, industrial, domestic, and other purposes. This bill would repeal the Castaic Lake Water Agency Law.

This bill contains other related provisions and other existing laws.

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Notes 1:

**SB 669**  
(Moorlach R) Sustainable groundwater management: adjudicated groundwater basins. (Introduced: 2/17/2017 [text])

**Status:** 3/9/2017-Referred to Com. on RLS.

**Location:** 2/17/2017-S. RLS.

**Summary:** Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. Under existing law, the provisions of the act do not apply to an adjudicated groundwater basin, as specified, or to a local agency that conforms to the requirements of an adjudication of water rights for an adjudicated groundwater basin. This bill would make a nonsubstantive change in these provisions.

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Notes 1:

**SB 778**  
(Hertzberg D) Water systems: consolidations: administrative and managerial services. (Amended: 4/5/2017 [text])

**Status:** 4/19/2017-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations]

**Location:** 4/19/2017-S. APPR.

**Summary:** Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This bill would require, on or before March 1, 2018, the state board to submit a report to the Legislature on voluntary and ordered consolidations of water systems, including the resulting outcomes of the consolidations and whether the consolidations have succeeded or failed in providing an adequate supply of safe drinking water to the communities served by the consolidated water systems.

This bill contains other related provisions and other existing laws.
**AB 732**  
(Frazier D) **Delta levee maintenance.** (Amended: 3/23/2017)  
**Status:** 3/27/2017-Re-referred to Com. on W.,P., & W.  
**Location:** 3/23/2017-A. W.,P. & W.  
**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444  
**ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair**  

**Summary:** Existing law establishes a delta levee maintenance program pursuant to which a local agency may request reimbursement for costs incurred in connection with the maintenance or improvement of project or nonproject levees in the Sacramento-San Joaquin Delta. Existing law declares legislative intent to reimburse eligible local agencies under this program, until July 1, 2018, in an amount not to exceed 75% of those costs that are incurred in excess of $1,000 per mile of levee. Existing law, until July 1, 2018, authorizes the board to provide funds to an eligible local agency under this program in the form of an advance in an amount that does not exceed 75% of the estimated state share. This bill would extend indefinitely the operation of that declaration of legislative intent and the authorization to advance funds. Existing law, on and after July 1, 2018, declares the intent of the Legislature to reimburse eligible local agencies under this program in an amount not to exceed 50% of those costs that are incurred in excess of $1,000 per mile of levee in any year for the maintenance and improvement of levees. Existing law, on and after July 1, 2018, declares the intent of the Legislature that the maximum total reimbursement under the program shall not exceed $2,000,000 annually. This bill would repeal these provisions.

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**Notes 1:**

**AB 791**  
(Frazier D) **Sacramento-San Joaquin Delta: State Water Project and federal Central Valley Project: new conveyance facility.** (Amended: 3/21/2017)  
**Status:** 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.  
**Location:** 3/20/2017-A. W.,P. & W.  
**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444  
**ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair**  

**Summary:** Existing law, the Sacramento-San Joaquin Delta Reform Act of 2009, prohibits construction of a new Delta conveyance facility from being initiated until the persons or entities that contract to receive water from the State Water Project and the federal Central Valley Project or a joint powers authority representing those entities have made arrangements or entered into contracts to pay for certain costs required for the construction, operation, and maintenance of the facility and
full mitigation of property tax or assessments levied for land used in the construction, location, mitigation, or operation of the facility. This bill would require, before a water contractor enters into a contract to pay for these costs, that the lead agency provide the breakdown of costs for each water contractor entering into a contract and what benefits each contractor will receive based on the proportion it has financed of the proposed conveyance project.

### AB 792
**Sacramento-San Joaquin Delta: Delta Plan: certification of consistency.**

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**Notes 1:**

**Status:** 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 3/20/2017-A. W., P. & W.

**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

**Summary:** Existing law, the Sacramento-San Joaquin Delta Reform Act of 2009, establishes the Delta Stewardship Council and requires the council to develop, adopt, and commence implementation of a comprehensive management plan for the Delta, known as the Delta Plan. The act requires a state or local public agency that proposes to undertake a covered action to prepare and submit to the council a written certification of consistency with the Delta Plan before undertaking that action. This bill would prohibit the council from granting a certification of consistency with the Delta Plan until the board has completed its update of a specified water quality control plan.

### AB 793
**Sacramento-San Joaquin Delta: financing.**

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**Notes 1:**

**Status:** 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 3/2/2017-A. W., P. & W.

**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

**Summary:** Existing law establishes various state water policies, including the policy that source watersheds are recognized and defined as integral components of California’s water infrastructure. This bill would declare it to be state policy that the existing state of the Sacramento-San Joaquin Delta is recognized and defined as an integral component of California’s water infrastructure. The bill would state that the maintenance and repair of the Delta are eligible for the same forms of financing as other water collection and treatment infrastructure and would specify the maintenance and repair activities that are eligible are limited to certain cleanup and abatement-related restoration and conservation activities.
Summary: (1) Existing law, the Urban Water Management Planning Act, requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan and to update its plan once every 5 years on or before December 31 in years ending in 5 and zero, except as specified. This bill would require an urban water management plan to be updated on or before July 1, in years ending in 6 and one, incorporating updated and new information from the 5 years preceding the plan update. (2) Existing law requires an urban water management plan, among other things, to describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for an average, single-dry, and multiple-dry water years. This bill would require an urban water management plan to contain a drought risk assessment that examines water shortage risks for a drought lasting the next 5 or more consecutive years. (3) Existing law requires that an urban water management plan provide an urban water shortage contingency analysis, that includes, among other things, an estimate of the minimum water supply available during each of the following 3 water years based on the driest 3-year historic sequence for the agency’s water supply. This bill would require an urban water supplier to prepare, adopt, and periodically review a water shortage contingency plan, as prescribed, and as part of its urban water management plan. The bill would require a water shortage contingency plan to consist of certain elements that are within the authority of the urban water supplier, including, among other things, annual water budget forecast procedures, standard water shortage levels, shortage response actions, and communication protocols and procedures. The bill would require an urban water supplier to make the water shortage contingency plan available to its customers and any city or county within which it provides water supplies no later than 30 days after adoption. The bill would require an urban water supplier to conduct an annual water budget forecast and submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier’s water shortage contingency plan by the 10th day of May of each year. The bill would require an urban water supplier to adhere to the procedures and implement determined shortage response actions in its water shortage contingency plan in drought and water shortage conditions. The bill would authorize the department to update a certain guidebook, as specified. The bill would also require an urban water management plan and water shortage contingency plan submitted to the department on or after January 1, 2020, to be reviewed by the department for completeness, internal consistency, and conformity to specified requirements.

This bill contains other related provisions and other existing laws.
**AB 1669 (Friedman D) Urban water conservation standards and use reporting. (Amended: 4/18/2017)**

**Status:** 4/19/2017-Re-referred to Com. on W.,P., & W.

**Location:** 3/16/2017-A. W.,P. & W.

**Calendar:** 4/25/2017 9 a.m. - State Capitol, Room 444  ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

**Summary:** (1)Existing law requires the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. Existing law requires each urban retail water supplier to develop urban water use targets and an interim urban water use target, as specified. This bill would require the State Water Resources Control Board, in consultation with the Department of Water Resources, to adopt long-term standards for urban water conservation and water use by May 20, 2021. The bill would authorize the board, in consultation with the department, to adopt interim standards for urban water conservation and water use by emergency regulation. The bill would require the board, before adopting an emergency regulation, to provide at least 60 days for the public to review and comment on the proposed regulation and would require the board to hold a public hearing. The bill would authorize a court or public entity to hold a person civilly liable in an amount not to exceed $10,000 for a violation of a regulation adopted under these provisions, unless the regulation provides otherwise. The bill would also authorize the board to issue a regulation or informational order requiring a distributor of a public water supply to submit information relating to water production, water use, or water conservation.

(2)Existing law establishes procedures for reconsideration and amendment of specified decisions and orders of the board. Existing law authorizes any party aggrieved by a specified decision or order of the board to file, not later than 30 days from the date of final board action, a petition for writ of mandate for judicial review of the decision or order. This bill would apply these procedures to decisions and orders of the board issued pursuant to the provisions described in paragraph (1), including existing provisions and those added by this bill.

(3)Existing law authorizes the board to issue a cease and desist order in response to a violation or threatened violation of certain requirements, including specified emergency regulations adopted by the board. Under existing law, a person who violates a cease and desist order of the board may be liable for each day in which the violation occurs, as specified. Revenue generated from these penalties is deposited in the Water Rights Fund. The moneys in the Water Rights Fund are available, upon appropriation by the Legislature, for, among other things, the administration of the board’s water rights program. This bill would authorize the board to issue a cease and desist order in response to a violation or threatened violation of any regulation adopted by the board.

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**Notes 1:**

**AB 554 (Cunningham R) Desalination: statewide goal. (Amended: 3/27/2017)**

**Status:** 3/28/2017-Re-referred to Com. on APPR.

**Location:** 3/27/2017-A. APPR.
Summary: Existing law, the Cobey-Porter Saline Water Conversion Law, states the policy of this state that desalination projects developed by or for public water entities be given the same opportunities for state assistance and funding as other water supply and reliability projects, and that desalination be consistent with all applicable environmental protection policies in the state. The law provides that it is the intention of the Legislature that the Department of Water Resources undertake to find economic and efficient methods of desalting saline water so that desalted water may be made available to help meet the growing water requirements of the state. This bill would establish a goal to desalinate 300,000 acre-feet of drinking water per year by the year 2025 and 500,000 acre-feet of drinking water per year by the year 2030.

Organization
Mesa Water District

Assigned
JOHN

Position
Support

Priority

Subject
Water

Group

Notes 1:


Status: 4/18/2017-Re-referred to Com. on W., P., & W.

Location: 3/27/2017-A. W., P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Existing law requires the state to achieve a 20% reduction in urban per capita water use on or before December 31, 2020, and to make incremental progress toward that state target by reducing urban per capita water use by at least 10% on or before December 31, 2015. Existing law requires each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. The bill would require the department, in consultation with the board, to convene a commercial, industrial, and institutional water use efficiency task force by July 1, 2018, to recommend appropriate water efficiency measures for various segments of the commercial, industrial, and institutional water use sector and would require the task force, by December 31, 2019, in consultation with the department and the board, to submit a specified report to the Legislature. Existing law, the Urban Water Management Planning Act, requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan and to update its plan once every 5 years on or before December 31 in years ending in 5 and zero, except as specified. This bill would require each urban retail water supplier to develop a water efficiency target, as defined, for 2025 in its 2020 urban water management plan required to be submitted by July 1, 2021, and to achieve that target. The bill would authorize an urban retail water supplier to adjust and update the water efficiency target, as appropriate, when the supplier reports its compliance in achieving the water efficiency targets and its implementation of the identified performance measures in its 2025 urban water management plan required to be submitted by July 1, 2026. The bill would require each urban retail water supplier to meet its adjusted 2025 water efficiency target by December 31, 2025, unless the supplier makes a certain report to the department. The bill would require the department, by July 1, 2019, to provide to urban retail water suppliers in electronic form a database of validated aerial imagery and measured irrigable area, as specified, and to conduct a statistically valid review of the accuracy of the information in the database before providing the database to an urban retail water supplier. The bill would extend the deadline for an urban retail water supplier to submit its urban water management plan if the department does not release the database by July 1, 2019, as prescribed.
This bill contains other existing laws.

**Organization**
Mesa Water District

**Assigned**
JOHN

**Position**
Support

**Priority**

**Subject**
Water

**Group**

**Notes 1:**

**AB 1654**  
*(Rubio D)* **Water shortage: urban water management planning.**  
( Amended: 3/28/2017  
Status: 3/29/2017-Re-referred to Com. on W.,P., & W.  
Location: 3/27/2017-A. W.,P. & W.  
Calendar: 4/25/2017  9 a.m. - State Capitol, Room 444  ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

**Summary:** (1)Existing law, the Urban Water Management Planning Act, requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan and to update its plan once every 5 years on or before December 31 in years ending in 5 and zero, except as specified. This bill would require the update of a plan on or before July 1, in years ending in one and 6. The bill would require each urban retail water supplier to report annually by June 15 to the Department of Water Resources the status of its water supplies for that year and whether the supplies will be adequate to meet projected customer demand, as prescribed. The bill would require the urban retail water supplier to implement the appropriate responses as described in its water shortage contingency analysis if the urban retail water supplier reports that all available water supplies for the applicable water year will not be adequate to meet projected customer demand. The bill would require the urban retail water supplier to continue to implement the mandatory demand reduction measures described in its water shortage contingency analysis until certain conditions have changed to the point that the urban retail water supplier finds that it is able to meet projected customer demand over the next 12 months without continued implementation of the measures. The bill would require an urban retail water supplier to file a certain report with the department by the 15th day of each month during a period that the urban retail water supplier is implementing mandatory demand reduction measures. The bill would require the department to establish an electronic portal through which an urban retail water supplier is required to provide these reports to the department and would require the department to provide the State Water Resources Control Board with access to the reports and data.

This bill contains other related provisions and other existing laws.

**Organization**
Mesa Water District

**Assigned**
JOHN

**Position**
Support

**Priority**

**Subject**
Water

**Group**

**Notes 1:**

**Watch**

**AB 313**  
*(Gray D)* **Water.**  
( Amended: 4/18/2017  
Text )
Status: 4/19/2017-Re-referred to Com. on W.,P., & W.
Location: 2/21/2017-A. W.,P. & W.
Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444  ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: Existing law declares that the diversion or use of water other than as authorized by specified provisions of law is a trespass. Existing law authorizes the executive director of the State Water Resources Control Board to issue a complaint to a person who violates certain use and diversion of water provisions and subjects the violator to administrative civil liability. Existing law authorizes the board to adopt an order setting administrative civil liability based on the allegations set forth in the complaint without a hearing, unless a written request for a hearing signed by, or on behalf of, the party served with the complaint is delivered to or received by mail by the board within 20 days after receipt of the complaint. This bill, commencing July 1, 2018, would establish a Water Rights Division within the Office of Administrative Hearings, as prescribed. The bill require a hearing to set the above-described administrative civil liability to be held before the division in accordance with the Administrative Procedure Act. The bill would deem a decision made by an administrative law judge in the division to be a recommendation and not final until accepted by the executive director, as prescribed.

Organization Assigned Position Priority Subject Group
Mesa Water District JOHN Watch

Notes 1:

SB 231 (Hertzberg D) Local government: fees and charges. ( Amended: 4/19/2017  Text)
Status: 4/20/2017-Action From SECOND READING: Read second time. To THIRD READING.
Location: 4/20/2017-S. THIRD READING
Calendar: 4/20/2017 #22 SENATE SEN SECOND READING FILE - SENATE BILLS

Summary: Articles XIIIC and XIIID of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. Existing law, the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with Articles XIIIC and XIIID of the California Constitution and defines terms for these purposes. This bill would define the term “sewer” for these purposes. The bill would also make findings and declarations relating to the definition of the term “sewer” for these purposes.

Organization Assigned Position Priority Subject Group
Mesa Water District JOHN Watch Water

Notes 1:

SCA 4 (Hertzberg D) Water conservation. ( Introduced: 2/2/2017  Text)
Status: 2/16/2017-Referred to Com. on RLS.
Location: 2/2/2017-S. RLS.

Summary: The California Constitution requires that the water resources of the state be put to
beneficial use to the fullest extent of which they are capable and that the waste or unreasonable use or unreasonable method of use of water be prevented. This measure would declare the intent of the Legislature to amend the California Constitution to provide a program that would ensure that affordable water is available to all Californians and to ensure that water conservation is given a permanent role in California’s future.

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**Notes 1:**

Total Measures: 34

Total Tracking Forms: 34