# REVISED AGENDA IRVINE RANCH WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING

June 28, 2021

This meeting will be held in-person at the District's headquarters located at 15600 Sand Canyon Avenue, Irvine, California. Members of the public may attend in person. In addition, members of the public may observe the meeting via Webex and may submit comments via the "Chat" function. To observe via Webex, please use the link and information below

Via Web: https://irwd.webex.com/irwd/j.php?MTID=mc51610a04c5fdff65cfe8a7c74175508

Meeting Number (Access Code): 146 495 0905

Meeting Password: JcHGMg7TN62

After joining the meeting, in order to ensure all persons can participate and observe the meeting, please select the "Call in" option and use a telephone to access the audio for the meeting by using the call-in information and attendee identification number provided.

As courtesy to the other participants, please mute your phone when you are not speaking.

**PLEASE NOTE:** Webex observers of the meeting will be placed into the Webex lobby when the Board enters closed session. Participants who remain in the "lobby" will automatically be returned to the open session of the Board once the closed session has concluded. Observers joining the meeting while the Board is in closed session will receive a notice that the meeting has been locked. They will be able to observe the meeting once the closed session has concluded.

## **CALL TO ORDER** 5:00 p.m.

**ROLL CALL** Directors LaMar, McLaughlin, Swan, and Withers, and President Reinhart

#### PUBLIC COMMENT NOTICE

Public comments are limited to three minutes per speaker on each subject. If you wish to address the Board of Directors on any item, you may attend the meeting in person and submit a "speaker slip" to the Secretary. Forms are provided on the lobby table. If observing by Webex, please submit your comment via the "chat" feature and your remarks will be read into the record at the meeting. You may also submit a public comment in advance of the meeting by emailing comments@irwd.com before 12:00 p.m. on Monday, June 28, 2021.

#### COMMUNICATIONS TO THE BOARD

- 1. A. Written:
  - B. Oral:
- 2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Recommendation: Determine the need to discuss and/or take immediate action on item(s).

#### **PRESENTATION**

# 3. <u>DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE ACHIEVEMENT</u>

Public Affairs Field Coordinator Chris Palmer with the California Special Districts Association will present IRWD with the Special District Leadership Foundations' District Transparency Certificate of Excellence which reflects IRWD's dedication to being fully transparent, and open and accessible to the public and other stakeholders.

#### **PUBLIC HEARINGS** (Next Resolution No. 2021-10)

#### 4. ADDENDUM TO IRWD'S 2015 URBAN WATER MANAGEMENT PLAN

#### Recommendation:

- a. Open the hearing.
- b. Inquire of the Secretary how the hearing was noticed.
- c. Receive and file the Affidavit of Posting and Proof of Publication.
- d. Inquire of the Secretary if there have been any written notifications.
- e. Request legal counsel to describe the nature of the proceedings.
- f. Hear any person who wishes to speak regarding the addendum to IRWD's 2015 Urban Water Management Plan.
- g. Inquire of the Board if it has any comments or questions.
- h. That the hearing be closed and the Board adopt a resolution adopting an addendum to IRWD's 2015 Urban Water Management Plan.

Reso. No. 2021-10

#### **PUBLIC HEARINGS (Continued)**

#### 5. IRWD'S WATER SHORTAGE CONTINGENCY PLAN

#### Recommendation:

- a. Open the hearing.
- b. Inquire of the Secretary how the hearing was noticed.
- c. Receive and file the Affidavit of Posting and Proof of Publication.
- d. Request legal counsel to describe the nature of the proceedings.
- e. Inquire of the Secretary if there have been any written communications.
- f. Hear any person who wishes to speak regarding the Water Shortage Contingency Plan Update.
- g. Inquire of the Board if it has any comments or questions.
- h. That the hearing be closed and the Board adopt a resolution rescinding Resolution No. 2018-13 and adopting IRWD's 2020 Water Shortage Contingency Plan.

Reso. No. 2021-11

#### 6. IRWD'S 2020 URBAN WATER MANAGEMENT PLAN

#### Recommendation:

- a. Open the Hearing.
- b. Inquire of the Secretary how the hearing was noticed.
- c. Receive and file the affidavit of posting and proof of publication.
- d. Request legal counsel to describe the nature of the proceedings.
- e. Inquire of the Secretary if there have been any written communications.
- f. Hear any person who wishes to speak relative to the 2020 Urban Water Management Plan.
- g. Inquire of the Board if it has any comments or questions.
- h. That the hearing be closed and the Board adopt a resolution rescinding Resolution No. 2016-9 and adopting IRWD's 2020 Urban Water Management Plan.

Reso No. 2021-12

#### **CONSENT CALENDAR, ITEMS 7–13**

#### 7. BOARD MEETING MINUTES

Recommendation: That the minutes of the June 14, 2021 and June 21, 2021 Regular Board meetings be approved as presented.

# 8. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Karen McLaughlin, Douglas Reinhart, Peer Swan, and John Withers, as described.

#### **CONSENT CALENDAR, ITEMS 7–13 (Continued)**

### 9. TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Summary of Fixed and Variable Rate Debt, and Disclosure Report of Reimbursements to Board Members and staff, approve the May 2021 Summary Of Payroll ACH payments in the total amount of \$2,131,527, and approve the May 2021 Accounts Payable Disbursement Summary of Warrants 417885 through 418629 through, Workers' Compensation Distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$14,170,854.

#### 10. IRVINE LAKE ACCESS AND USE LICENSE EXTENSION

Recommendation: That the Board authorize the General Manager to execute a Second Amendment to the license agreement between IRWD, the County of Orange and Serrano Water District to extend the term of the fishing concession at Irvine Lake for a period of up to one year.

11. MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO LOCAL #47)

SUPERVISOR UNIT EMPLOYEES – JULY 1, 2021, THROUGH

JUNE 30, 2023

Recommendation: That the Board authorize the General Manager to execute a Memorandum of Understanding with the International Brotherhood of Electrical Workers Local #47 Supervisor Unit Employees, effective July 1, 2021, through June 30, 2023, subject to non-substantive changes.

12. <u>MEMORANDUM OF UNDERSTANDING WITH THE</u>
<u>INTERNATIONALBROTHERHOOD OF ELECTRICAL WORKERS</u>
(AFL-CIO LOCAL #47) GENERAL UNIT EMPLOYEES – JULY 1, 2021,
THROUGH JUNE 30, 2023

Recommendation: That the Board authorize the General Manager to execute a Memorandum of Understanding with the International Brotherhood of Electrical Workers Local #47 General Unit Employees, effective July 1, 2021, through June 30, 2023, subject to non-substantive changes.

13. IRWD SALARY GRADE SCHEDULE CHANGES FOR GENERAL UNIT AND NON-EXEMPT SUPERVISOR UNIT EMPLOYEES FOR FISCAL YEAR 2021-22

Recommendation: That the Board adopt a resolution by title superseding Resolution No. 2021-9 and adopting a revised Schedule of Positions and Salary Rate Ranges for the General Unit, Non-exempt Supervisor Unit, and for Managers, Exempt Supervisors, Confidential and Exempt Employees.

Reso. No. 2021-13

#### **ACTION CALENDAR**

#### 14. PARTICIPATION IN VOLUNTARY FALLOWING PROGRAM

Recommendation: That the Board authorize the General Manager to execute an agreement with Metropolitan Water District of Southern California to voluntarily fallow additional lands within Palo Verde Irrigation District under the existing Metropolitan/PVID Fallowing Program terms and conditions.

#### **OTHER BUSINESS**

Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

- 15. General Manager's Report
- 16. Receive oral update(s) from District liaison(s) regarding communities within IRWD's service area and provide information on relevant community events.
- 17. Directors' Comments
- 18. Closed Session
  - a.) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1): *IRWD v. OCWD, et al.*, Case No. 30-2016-00858584-CU-WM-CJC.
  - b.) CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8

Property: 15550 Sand Canyon Avenue, Irvine, CA 92618

Agency Negotiator: Paul Cook, General Manager & Rob Jacobson, Treasurer

Negotiating Parties: Bandai Namco Holdings USA (Lessee) Under Negotiation: Lease Price and Terms of Payment

c.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9(d)(1): *Kessner, et al. v. City of Santa Clara, IRWD, et al.*, Santa Clara County Superior Court Case No. 20CV364054

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#### **OTHER BUSINESS (Continued)**

- 19. Open Session.
- 20. Adjourn.

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically via the Webex meeting noted. Upon request, the District will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to comments@irwd.com. Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

June 28, 2021

Prepared by: M. Lindsay / K. Welch Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook

#### **PUBLIC HEARING**

#### ADDENDUM TO IRWD'S 2015 URBAN WATER MANAGEMENT PLAN

#### SUMMARY:

A draft of an addendum to IRWD's 2015 Urban Water Management Plan (UWMP) titled "Appendix J - IRWD's Reduced Delta Reliance" has been prepared in accordance with Delta Stewardship Council (DSC) Policy WR-P1. The addendum includes all required elements consistent with Policy WR-P1 to cover certain water supply-related actions in the Sacramento-San Joaquin Delta (Delta). Appendix J is being added as an addendum to the 2015 UWMP consistent with Policy WR-P1, which indicates that suppliers shall demonstrate compliance commencing in 2015. Staff recommends the Board conduct a public hearing to allow the public an opportunity to comment on the Addendum to the District's 2015 UWMP and adopt the Addendum as appropriate. The proceedings of this hearing are as follows:

#### **OUTLINE OF PROCEEDINGS**

President: Declare this to be the time and place for a hearing on the report relative to an

addendum to the 2015 Urban Water Management Plan and declare the hearing

open. Ask the Secretary how the hearing was noticed.

Secretary: The report was filed with the Secretary on June 3, 2021, and notice of the filing of

the report and the time and place of this hearing was published in the Orange County Register on June 6, 2021, and June 13, 2021. A notice was also posted in

the District office on June 2, 2021.

President: Ask the Board for a motion to receive and file the Affidavit of Posting and Proof

of Publication.

Board: RECOMMENDED MOTION: "RECEIVE AND FILE THE AFFIDAVIT OF

POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE

SECRETARY."

President: Request Legal Counsel to describe the nature of the proceedings.

Legal Describe the proceedings.

Counsel:

President: Inquire of the Secretary whether there have been any written communications.

Secretary: Respond.

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President: Inquire whether there is anyone present who wishes to address the Board

concerning an addendum to the 2015 Urban Water Management Plan.

President: Inquire whether there are any comments or questions from members of the Board

of Directors. State that the hearing will be closed. Ask the Board for a motion to adopt a resolution for an addendum to the 2015 Urban Water Management Plan.

Board: RECOMMENDED MOTION: "THAT THE HEARING BE CLOSED AND

THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:

#### RESOLUTION NO. 2021 -

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH
WATER DISTRICT ADOPTING AN ADDENDUM TO ITS
2015 URBAN WATER MANAGEMENT PLAN

#### BACKGROUND:

In 2009, the State Legislature passed comprehensive legislation called the Delta Reform Act (Act), related to the Delta and statewide water supply reliability. Under the Act, an urban water supplier that anticipates participating in a proposed project in the Delta must demonstrate consistency with DSC policy WR-P1, *Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance*. Proposed projects that are considered covered actions may include a multi-year water transfer, a conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in, the Delta.

To demonstrate consistency with Policy WR-P1, water suppliers must prepare a written certification demonstrating that their actions contribute to reduced reliance on the Delta and improved regional self-reliance. The Act states that the written certification can be provided in water suppliers' 2015 and 2020 UWMPs. To meet this requirement, staff prepared "Appendix J – IRWD's Reduced Delta Reliance" as an addendum to the District's 2015 UWMP. Appendix J is provided as Exhibit "A". The document includes all the required analyses and elements to support IRWD's certification of consistency with policy WR-P1. The document will satisfy WR-P1 requirements for covered actions such as receiving water from the Sites Reservoir Project or participation in the proposed Delta Conveyance Project.

The analyses in Appendix J show that IRWD's expected outcome for self-reliance measurably increases in the near and long term. To demonstrate reduced reliance on Delta supplies, Appendix J relies on the expected outcomes from Metropolitan Water District of Southern California's 2015 and 2020 UWMPs, which show measurable decreases in reliance on water supplies from the Delta in the near and long term. In order to demonstrate IRWD's compliance which began in 2015, staff proposes adding Appendix J as an addendum to IRWD's 2015 UWMP. This same analysis is also included in IRWD's 2020 UWMP as Appendix C. A presentation providing an overview of the addendum to IRWD's 2015 UWMP is provided as Exhibit "B".

Public Hearing: Addendum to IRWD's 2015 Urban Water Management Plan

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Prior to the Board of Directors' adoption of the addendum to the 2015 UWMP, a public hearing is required that will allow members of the public to have an opportunity to comment on the document. Staff recommends the Board hold a public hearing and, as appropriate, adopt a resolution, provided as Exhibit "C", approving adding Appendix J as an addendum to IRWD's 2015 UWMP.

#### FISCAL IMPACTS:

None.

#### COMMITTEE STATUS:

The addendum to the 2015 Urban Water Management Plan was reviewed by the Water Resources Policy and Communications Committee on June 3, 2021.

### **ENVIRONMENTAL COMPLIANCE:**

This 2015 UWMP and any addendums are exempt from the California Environmental Quality Act as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15262 which provides exemption for planning studies.

#### LIST OF EXHIBITS:

Exhibit "A" – Draft Addendum to IRWD's 2015 Urban Water Management Plan Addendum titled "Appendix J - IRWD's Reduced Delta Reliance"

Exhibit "B" - Presentation on Addendum to IRWD's 2015 Urban Water Management Plan

Exhibit "C" - Resolution

Note: This page is intentionally left blank.

# **2015 UWMP ADDENDUM**

# **APPENDIX J**

**IRWD's Reduced Delta Reliance** 



## J.1 Background

An urban water supplier that anticipates participating in or receiving water from a proposed project (covered action) in the Sacramento-San Joaquin Delta (Delta) should provide information in their 2015 and 2020 Urban Water Management Plans (UWMP) that can be used to demonstrate consistency with the Delta Plan Policy WR P1, *Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance*. A covered action includes projects such as a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta.

This appendix provides the analysis and documentation to demonstrate Irvine Ranch Water District's (IRWD) improved regional self-reliance and measurable reduction in reliance on Delta water supplies. Specific elements in this appendix include:

- Background: Delta Reform Act reduced reliance policy and overview of the Delta Plan and Policy WR P1; and
- IRWD's documentation and quantification of supplies contributing to reduced reliance on the Delta watershed and improved regional self-reliance and consistency with the Delta Plan Policy WR P1.

### J.1.1 Sacramento-San Joaquin Delta Reform Act and Delta Plan Policy WR P1

In 2009 the State Legislature passed a comprehensive legislation package, the Sacramento-San Joaquin Delta Reform Act (Delta Reform Act), which established coequal goals for the Delta of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. IRWD worked closely with a coalition of water agencies to develop and enact this historic legislation.

The Delta Reform Act created the Delta Stewardship Council (DSC), which is tasked with furthering the state's coequal goals for the Delta through the development of a Delta Plan. The Delta Plan is a comprehensive, long-term resource management plan for the Delta. The Delta Plan also includes a policy (WR P1) to reduce reliance on the Delta in meeting California's future water supply needs through a statewide strategy of investing in improved regional supplies, conservation and water use efficiency. The Delta Reform Act established a self-certification process for demonstrating consistency of covered actions with the Delta Plan. Public agencies proposing a covered action, must prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with applicable Delta Plan policies and must submit the certification to the DSC.

## Delta Plan Policy WR P1

Delta Plan Policy WR P1 details the requirements for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states that:

- (a) Water shall not be exported from, or transferred through, or used in the Delta if <u>all</u> of the following apply:
  - (1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);
  - (2) That failure has significantly caused the need for the export, transfer, or use; and
  - (3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means with respect to (a)(1) above:

- (c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:
  - (A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of the Water Code;
  - (B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and
  - (C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with the Water Code.

# J.2 Summary of Expected Outcomes for Reduced Reliance on the Delta

IRWD receives supplemental imported water supplies from the regional water wholesaler Metropolitan Water District of Southern California (Metropolitan) through the Municipal Water District of Orange County (MWDOC), a member agency of Metropolitan that serves Orange County. Metropolitan imports water into its region from the Delta and the Colorado River.

As the regional wholesaler of imported water, Metropolitan has evaluated the expected outcomes for reduced reliance on the Delta on a region-wide scale that includes its member agencies. This is documented in Metropolitan's 2020 UWMP and in Appendix 11 Addendum to Metropolitan's 2015 UWMP. Metropolitan's findings show that its expected outcomes for regional self-reliance under both the near-term (2025) and long-term (2045) are increased over time with measurable reduced reliance on the Delta. This analysis is further described in this report under Section J.4 "Supplies Contributing to Regional Self Reliance".

While IRWD's supplies and demands factor into the Metropolitan analysis through MWDOC, this document reports IRWD's own expected outcomes for regional self-reliance and reduced reliance on the Delta. These expected outcomes have been developed using the approach and guidance described in Appendix C of Department of Water Resources' (DWR) Urban Water Management Plan Guidebook 2020 – Final Draft (Guidebook Appendix C) issued in March 2021. IRWD's results summarized below show that IRWD individually, is measurably reducing reliance on the Delta and improving regional self-reliance, both as an amount of water used and as a percentage of water used.

## Summary of Expected Outcomes for IRWD's Self-Reliance

- Near-term (2025) Normal water year regional self-reliance is expected to increase by 145,134 AF from the 2010 baseline; this represents an increase of about 39% percent of 2025 normal water year retail demands (See Table J-2).
- Long-term (2040) Normal water year regional self-reliance is expected to increase by 135,140 AF from the 2010 baseline, this represents an increase of 26% percent of 2040 normal water year retail demands (See **Table J-2**).

The analysis provided in this appendix includes all the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action.

## J.3 Demonstration of Reduced Reliance on the Delta

Some of the key documentation underlying IRWD's demonstration of reduced reliance include:

- Data obtained from IRWD's 2020 UWMP or previously adopted UWMPs for supplies and demands under average or normal water year conditions.
- All analyses were conducted at the service area level and all data reflect the total contributions of IRWD and MWDOC, in conjunction with information provided by Metropolitan.
- No projects or programs that are described in the 2020 UWMP as "under development" were included in the accounting of supplies, with the exception of future groundwater supplies. Based on projects being implemented by the Orange County Water District, it is anticipated that additional groundwater supplies will be made available by 2025 (see 2020 UWMP Section 7). IRWD assumes additional groundwater supplies for the period 2025 through 2040 and also applies these assumptions in the expected outcome calculations for increased regional self-reliance resulting in reduced Delta reliance (see Tables J-2 and J-2B).

#### Baseline and Expected Outcomes

A baseline water use is needed to compare average current and future water use in order to calculate how Delta use and regional self-reliance have changed over time. The Guidebook Appendix C approach uses 2010 as the baseline year when the Delta Reform Act became effective, which is the baseline IRWD uses in its analysis.

Consistent with the Guidebook Appendix C approach, IRWD utilizes forecasted data from its 2005 UWMP to establish the 2010 baseline use. Since supplies and demands vary from year to year, UWMP-reported normal year conditions typically incorporate a range of hydrologic scenarios, to determine average or "normal" conditions, which are used in forecasts of supplies and demands. Since UWMPs generally do not provide normal water year data for the year that they are adopted, each subsequent set of data comes from the previous UWMP projections for normal year IRWD then quantified the expected outcomes for reductions in reliance on supplies from the Delta and compared this to the established baseline. Based on the Guidebook Appendix C approach, IRWD utilized its 2015 and 2020 UWMPs' reported normal water supplies to calculate change in water use between baseline and the current UWMP to demonstrate reduced Delta reliance. Expected outcomes for 2025-2040 are from the 2020 UWMP. Documentation of the specific data sources and assumptions are included in the discussions below.

#### Service Area Demands without Water Use Efficiency

In alignment with the Guidebook Appendix C, as well as both the MWDOC and Metropolitan regional reduced reliance on the Delta calculations, this analysis uses normal water year demands to calculate expected outcomes for reductions in reliance on the Delta. Using normal

water year demands serves as a proxy for the volume of supplies that would be used in a normal water year. This helps alleviate issues associated with how supply capability is presented to fulfill requirements of the UWMP Act versus how supplies might be accounted for to demonstrate consistency with WR P1.

Since WR P1 considers WUE savings as a source of water supply, water suppliers such as IRWD, need to explicitly calculate and report WUE savings separately from service area demands to accurately reflect normal water year demands (as required in the calculation of reduced Delta reliance). To prevent overestimating the effect of WUE savings on regional self-reliance, Guidebook Appendix C methods indicate that WUE savings must then be added back to the normal year demands to represent demands without WUE savings.

**Table J-1** shows the results of these calculations for IRWD service area demands. Supporting narratives and documentation for the all the data shown in **Table J-1** are provided below.

**Table J-1: Calculation of Water Use Efficiency** 

Service Area Water Use Efficiency Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Service Area Water Demands with Water Use Efficiency Accounted For	116,710	101,972	96,445	96,556	103,993	111,430	118,483
Non-Potable Water Demands*	26,203	37,335	25,359	29,478	29,934	30,389	30,461
Potable Service Area Demands with Water Use Efficiency Accounted For	90,507	64,637	71,086	67,078	74,059	81,041	88,022

Total Service Area Population	Baseline (2010)	2015	2020	2025	2030	2035	2040
Service Area Population	336,876	381,463	418,163	438,663	454,165	468,472	475,762

Water Use Efficiency Since Baseline (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Per Capita Water Use (GPCD)	240	151	152	137	146	154	165
Change in Per Capita Water Use from Baseline (GPCD)		(89)	(88)	(103)	(94)	(85)	(75)
Estimated Water Use Efficiency Since Baseline		37,849	41,260	50,776	47,959	44,822	39,799

<sup>\*</sup>Non-potable water demands include only recycled water. Additional data for non-potable (raw, untreated) water use projections were unavailable in some previous UWMP tables. To prevent confusion only recycled water values were used. Recycled water is produced to meet demands, so projected demand and supplies are equivalent in past UWMPs. If included non-potable, untreated values would be between an additional 1,500 – 3,000 AF per year.

#### Service Area Demands with Water Use Efficiency

The service area demands shown in **Table J-1** represent the total retail water demands for IRWD's service area including municipal and industrial demands, agricultural demands, recycled, and others. These demand types and the modeling methodologies used to calculate projections from 2025 to 2040 are described in Section 4 of the 2020 UWMP.

#### Non-Potable Water Demands

The non-potable water demands shown in **Table J-1** represent demands for recycled water only; however, IRWD also serves non-potable water (untreated water) including water for irrigation and surface reservoir storage. Due to variations in UWMP non-potable (untreated) data tables in the past, only recycled water was included for consistency in Reduced Reliance on the Delta projections and methodology. Per the Guidebook Appendix C, non-potable supplies may have a demand hardening effect due to the inability to shift non-potable supplies to meet potable water demands. When WUE or conservation measures are implemented, they fall mainly on the potable water users.

#### Potable Water Demands

Calculated potable water demands are determined by subtracting non-potable water demands from total service area demands in the DWR provided tables. These values are consistent with the recorded data in each UWMP data source for non-potable and total water demands.

#### Total Service Area Population

IRWD's total service area population as shown in **Table J-1** was generated by the Center for Demographic Research (CDR) at California State Fullerton, with actuals (2010, 2015 and 2020 from each respective UWMP) and projections further described in Section 3 of the 2020 IRWD UWMP for years 2025 to 2040.

#### Water Use Efficiency Since Baseline

The WUE numbers shown in **Table J-1** represent IRWD's calculated increase in WUE over time, consistent with the approach in Appendix C of the UWMP Guidebook.

Service area demands, excluding non-potable demands, are divided by the service area population to get per capita water use in the service area in gallons per capita per day (GPCD) for each five-year period. The change in per capita water use from the baseline is the comparative GPCD from that five-year period compared to the 2010 baseline. Changes in per capita water use over time are then applied back to the IRWD service area population to calculate the estimated WUE Supply. This estimated WUE Supply is considered an additional supply that may be used to show reduced reliance on Delta water supplies.

The demand and WUE data shown in Table J-1 were collected from the following sources:

Year and Values	Data Sources					
	IRWD's 2005 UWMP:					
Baseline 2010 values	Table 41					
	Table 4 (Recycled Water Only – Produced for Demands)					
	IRWD's 2010 UWMP:					
	Table 11 (only water deliveries)					
2015 values	Table 16 (Recycled Water Only – Produced for Demands)					
	IRWD's 2015 UWMP:					
	DWR Table 3-1 (population actuals)**					
	IRWD's 2015 UWMP:					
	DWR Table 4-3					
2020 values	DWR Table 7-2					
	IRWD 2020					
	DWR Table 3-1 (population actuals)					
	IRWD's 2020 UWMP					
2025-2040 values	DWR Table 4-3B					
2023-2040 Values	DWR Table 7-2					
	DWR Table 3-1 (projections)					

<sup>\*\*</sup>Note 2015 population values come from the 2015 UWMP actuals, the values found in the UWMP were used. The 2015 actuals contain a slight error for City of Tustin serviced population values that has since been corrected by CDR in the 2020 actuals and all future forecasted projections.

It should be noted that the results may deviate from the UWMP Section 5 calculations pertaining to the Water Conservation Act of 2009 (SB X7-7) due to differing formulas and assumptions.

## J.4 Supplies Contributing to Regional Self-Reliance

For a covered action to demonstrate consistency with the Delta Plan, WR P1 subsection (c)(1)(C) states that water suppliers must report the expected outcomes for measurable improvement in regional self-reliance. Water supplies that are assumed to contribute to regional self-reliance are shown in Table J-2.

**Table J-2** indicates the expected outcomes for IRWD supplies contributing to regional self-reliance. These results demonstrate that IRWD's service area is continuously improving its regional self-reliance.

**Table J-2: Calculation of Supplies Contributing to Regional Self-Reliance** 

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Water Use Efficiency	-	37,849	41,260	50,776	47,959	44,822	39,799
Water Recycling	26,203	37,335	25,359	29,478	29,934	30,389	30,461
Stormwater Capture and Use	-	-	-	-	-	-	-
Advanced Water Technologies	14,236	20,565	23,613	23,613	23,613	23,613	23,613
Conjunctive Use Projects	-	-	-	-	-	-	-
Local and Regional Water Supply and Storage Projects	28,914	28,914	28,914	41,267	41,267	41,267	41,267
Other Programs and Projects the Contribute to Regional Self-Reliance	-	-	-	-	-	-	-
Water Supplies Contributing to Regional Self-Reliance	69,353	124,663	119,146	145,134	142,773	140,091	135,140
Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Service Area Water Demands without Water Use Efficiency Accounted For	116,710	139,821	137,705	147,332	151,952	156,251	158,282
Change in Regional Self Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Water Supplies Contributing to Regional Self-Reliance	69,353	124,663	119,146	145,134	142,773	140,091	135,140
Change in Water Supplies Contributing to Regional Self-Reliance		55,310	49,793	75,781	73,420	70,737	65,786
Percent Change in Regional Self Reliance (As Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040
Percent of Water Supplies Contributing to Regional Self-Reliance	59.4%	89.2%	86.5%	98.5%	94.0%	89.7%	85.4%
Change in Percent of Water Supplies Contributing to Regional Self-Reliance		29.7%	27.1%	39.1%	34.5%	30.2%	26.0%

## Expected Outcomes for IRWD Self-Reliance

- Near-term (2025) Normal water year regional self-reliance is expected to increase by 145,134 AF from the 2010 baseline; this represents an increase of about 39% percent of 2025 normal water year retail demands (See Table J-2).
- Long-term (2040) Normal water year regional self-reliance is expected to increase by nearly 135,140 AF from the 2010 baseline, this represents an increase of about 26% percent of 2040normal water year retail demands (See **Table J-2**).

#### Water Use Efficiency

The water use efficiency information shown in **Table J-2** is taken directly from **Table J-1** above as per DWR Guidance and provided table formulas.

#### Water Recycling

The water recycling values shown in **Table J-2** reflects the total recycled water production in service area as described in Section 4 of the UWMP.

#### Advanced Water Technologies

Currently, DWR Guidance and WR P1 leave the definition of advanced water technologies to the discretion of water suppliers. IRWD considers four potable water sources to be advanced water technologies contributing to reduced reliance on the Delta. These include its Deep Aquifer Treatment System (DATS), Wells 21 and 22 Desalter, Irvine Desalter Potable Treatment Plant (PTP), and the Baker Water Treatment Plant (Baker WTP). The DATS, Wells 21 and 22 Desalter, and Irvine Desalter PTP are all groundwater treatment facilities, which remove color tint, salts and nitrates. These facilities allow IRWD to produce additional potable water from an otherwise non-potable groundwater source.

Baker WTP is an advanced surface water treatment plant that was constructed as a joint regional project that provides treated water to IRWD and four other water agencies. Baker WTP treats local surface water runoff from Irvine Lake and also raw imported water from the Colorado River system through Metropolitan. Baker WTP receives imported untreated supplies from Metropolitan's Lake Matthews reservoir. Lake Matthews is the terminus for Metropolitan's Colorado River Aqueduct and is only supplied with Colorado River. Therefore, no Delta water supplies are supplied to the Baker WTP.

**Table J-2A** shows the annual estimates used in **Table J-2**. The Well 21 and 22 Desalter came online after 2010 and was excluded from the baseline values in **Table J-2**. Similarly, Baker was fully operational after 2015 and was excluded from both the 2010 baselines and 2015 values accordingly. All values shown in **Table J-2A** are based on available treatment capacities.

**Table J-2A: IRWD Advanced Water Technologies** 

Advanced Water Technologies	
Supply Description	Annual Estimate (AF)
DATS	8,618
Wells 21 and 22	6,329
Irvine Desalter PTP	5,618
Baker WTP	3,048
Total	23,613

Notes: Wells 21 and 22 went online in FY2012-13 and were excluded from the 2010 baseline. Baker Plant was online after 2015 and is excluded from the 2010 baseline and 2015 values. The values are based on available capacities.

#### Local and Regional Water Supply and Storage Projects

IRWD's major groundwater source is its Dyer Road Well Field (DRWF) wells. In the future, IRWD will recover water from the Orange Park Acres (OPA) well, and future groundwater supplies. **Table J-2B** shows the annual estimates for these supplies used in **Table J-2**. Values presented in **Table J-2B** are based on available capacities and calculated projections. Projections are consistent with methods and assumptions further described in the 2020 UWMP for a normal year.

As described in IRWD's 2020 UWMP Section 7, based on projects being implemented by the Orange County Water District, it is anticipated that additional groundwater supplies will be made available by 2025. IRWD assumes additional groundwater supplies for the period 2025 through 2040 and also applies these assumptions in the expected outcome calculations for increased regional self-reliance resulting in reduced Delta reliance (see **Tables J-2** and **J-2B**).

Table J-2B: IRWD Local and Regional Supplies

Local and Regional Supplies	
Supply Description	Annual Estimate (AF)
DRWF Wells	28,000
Orange Park Acres (OPA) Well	914
Future Groundwater Supplies	12,352
Local Supply	41,267
Notes: Future Groundwater Supplies only included in 202	5-2040 projections.

In addition, IRWD has developed a groundwater banking program in Kern County, California, which is available for critical dry years or in the event of a Delta outage. Under a long-term agreement with a local water district, IRWD stores non-State Water Project supplies during wet years that can be made available for recovery and use during dry years. These supplies are for supplemental use during an emergency during major droughts and supply interruptions and are not included in the **Table J-2**, however these non-Delta water supplies captured in wet years do contribute to reduced reliance on the Delta and regional self-reliance.

#### Metropolitan and MWDOC Reduced Reliance on Delta Water Supplies

IRWD is not a state water contractor or regional water supplier and therefore must rely on data from Metropolitan and MWDOC to complete Table J-3. Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies and demand management measures. Due to the regional nature of these investments, IRWD is relying on Metropolitan's regional accounting of directly measurable reductions in supplies from the Delta Watershed. Quantifying IRWD's investments in self-reliance, locally,

regionally, and throughout Southern California is infeasible for the reasons as noted in this **Appendix J** Sections J.5 and J.6.

Table J-3 shows the data included in Metropolitan's Appendix 11 Addendum to its 2015 UWMP (Metropolitan Table A. 11-3), which provides the expected outcomes for Metropolitan's reduced reliance on the Delta. The results shown in **Table J-3** demonstrate that Metropolitan's service area, including IRWD, is measurably reducing its Delta reliance.

- In the near-term (2025), the expected outcome for normal water year reliance on supplies from the Delta watershed decreased by 301 Thousand Acre Feet (TAF) from the 2010 baseline; this represents a decrease of 3 percent of 2025 normal water year retail demands.
- In the long-term (2045), normal water year reliance on supplies from the Delta watershed decreased by 314 TAF from the 2010 baseline; this represents a decrease of just over 5 percent of 2045 normal water year retail demands.

#### J-3: Metropolitan Reliance on Water Supplies from the Delta Watershed

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions	-	-	-	-	-	-	-	-
Transfers and Exchanges of Supplies from the Delta Watershed	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed	-	-	-	-	-	-	-	-
Total Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Service Area Demands without Water Use Efficiency (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
Service Area Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,925,000	5,032,000	5,156,000	5,261,000	5,374,000
Change in Supplies from the Delta Watershed (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Supplies from the Delta Watershed	NA	(419,000)	(417,000)	(301,000)	(310,000)	(312,000)	(314,000)	(314,000)
Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045
Percent of Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.2%	23.5%	22.9%	22.4%	21.9%
Change in Percent of Supplies from the Delta Watershed	NA	-7.6%	-6.6%	-3.0%	-3.7%	-4.3%	-4.8%	-5.2%

Source: Metropolitan 2020 UWMP, Appendix 11

## J.5 Urban Water Management Plan – Implementation

In addition to the analysis and documentation described above, WR P1 subsection (c)(1)(B) requires that all programs and projects included in the UWMP that are locally cost-effective and technically feasible, which reduce reliance on the Delta, are identified, evaluated, and implemented consistent with the implementation schedule. WR P1 (c)(1)(B) states that:

(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta[.]

In accordance with Water Code Section 10631(f), water suppliers must include in their UWMP a detailed description of expected future projects and programs that they may implement to increase the amount of water supply available to them in normal and single-dry water years and for a period of drought lasting five consecutive years. The UWMP description must also identify specific projects, include a description of the increase in water supply that is expected to be available from each project, and include an estimate regarding the implementation timeline for each project or program. Sections 2, 5, 6, and 7 of the 2020 UWMP describes implementation plans, efforts, and analyses contributing to reduced reliance on the Delta. Specially, local projects, programs, and initiatives are highlighted. In addition, Section 3 of Metropolitan's 2020 UWMP summarizes the implementation plan and continued progress in developing a diversified water portfolio to meet the region's water needs.

Due to the nature of the IRWD, MWDOC, and Metropolitan imported water supplies relationship, IRWD specific actions may not directly affect how much of Metropolitan's allocation is taken for the region overall. Different blends of water, multiple treatment plant facilities, and the nature of individual distribution system networks complicate these accounting measures, for all member agencies, after the regional level. As a result, the following infeasibility narrative has been provided to better describe an account for these differences. Excerpts from Metropolitan's UWMP and Appendixes has been included to account for regional actions to reduce reliance on the Delta.

# J.6 Infeasibility of Accounting for Delta Watershed Supplies in Regard to Metropolitan's Member Agencies

Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies, and regional and local demand management measures. Metropolitan's member agencies coordinate reliance on the Delta through their membership in Metropolitan, a regional cooperative providing wholesale water service to its 26 member agencies. Accordingly, regional reliance on the Delta can only be measured regionally—not by individual Metropolitan member agencies and not by the customers of those member agencies.

Metropolitan's member agencies, and those agencies' customers, indirectly reduce reliance on the Delta through their collective efforts as a cooperative. Metropolitan's member agencies do not control the amount of Delta water they receive from Metropolitan. Metropolitan manages a statewide integrated conveyance system consisting of its participation in the State Water Project (SWP), its Colorado River Aqueduct (CRA) including Colorado River water resources, programs and water exchanges, and its regional storage portfolio. Along with the SWP, CRA, storage programs, and Metropolitan's conveyance and distribution facilities, demand management programs increase the future reliability of water resources for the region. In addition, demand management programs provide system-wide benefits by decreasing the demand for imported water, which helps to decrease the burden on the district's infrastructure and reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Metropolitan's costs are funded almost entirely from its service area, with the exception of grants and other assistance from government programs. Most of Metropolitan's revenues are collected directly from its member agencies. Properties within Metropolitan's service area pay a property tax that currently provides approximately 8 percent of the fiscal year 2021 annual budgeted revenues. The rest of Metropolitan's costs are funded through rates and charges paid by Metropolitan's member agencies for the wholesale services it provides to them. Thus, Metropolitan's member agencies fund nearly all operations Metropolitan undertakes to reduce reliance on the Delta, including Colorado River Programs, storage facilities, Local Resources Programs and Conservation Programs within Metropolitan's service area.

Because of the integrated nature of Metropolitan's systems and operations, and the collective nature of Metropolitan's regional efforts, it is infeasible to quantify each of Metropolitan member agencies' individual reliance on the Delta. It is infeasible to attempt to segregate an entity and a system that were designed to work as an integrated regional cooperative.

In addition to the member agencies funding Metropolitan's regional efforts, they also invest in their own local programs to reduce their reliance on any imported water. Moreover, the customers of those member agencies may also invest in their own local programs to reduce water demand. However, to the extent those efforts result in reduction of demands on Metropolitan, that reduction does not equate to a like reduction of reliance on the Delta. Demands on Metropolitan are not commensurate with demands on the Delta because most of Metropolitan member agencies receive blended resources from Metropolitan as determined by Metropolitan—not the individual member agency—and for most member agencies, the blend varies from month-to-month and year-to-year due to hydrology, operational constraints, use of storage and other factors.

#### **Colorado River Programs**

As a regional cooperative of member agencies, Metropolitan invests in programs to ensure the continued reliability and sustainability of Colorado River supplies. Metropolitan was established to obtain an allotment of Colorado River water, and its first mission was to construct and operate the CRA. The CRA consists of five pumping plants, 450 miles of high voltage power lines, one electric substation, four regulating reservoirs, and 242 miles of aqueducts, siphons, canals, conduits and pipelines terminating at Lake Mathews in Riverside County. Metropolitan owns,

operates, and manages the CRA. Metropolitan is responsible for operating, maintaining, rehabilitating, and repairing the CRA, and is responsible for obtaining and scheduling energy resources adequate to power pumps at the CRA's five pumping stations.

Colorado River supplies include Metropolitan's basic Colorado River apportionment, along with supplies that result from existing and committed programs, including supplies from the Imperial Irrigation District (IID)-Metropolitan Conservation Program, the implementation of the Quantification Settlement Agreement (QSA) and related agreements, and the exchange agreement with San Diego County Water Authority (SDCWA). The QSA established the baseline water use for each of the agreement parties and facilitates the transfer of water from agricultural agencies to urban uses. Since the QSA, additional programs have been implemented to increase Metropolitan's CRA supplies. These include the PVID Land Management, Crop Rotation, and Water Supply Program, as well as the Lower Colorado River Water Supply Project. The 2007 Interim Guidelines provided for the coordinated operation of Lake Powell and Lake Mead, as well as the Intentionally Created Surplus (ICS) program that allows Metropolitan to store water in Lake Mead.

#### **Storage Investments/Facilities**

Surface and groundwater storage are critical elements of Southern California's water resources strategy and help Metropolitan reduce its reliance on the Delta. Because California experiences dramatic swings in weather and hydrology, storage is important to regulate those swings and mitigate possible supply shortages. Surface and groundwater storage provide a means of storing water during normal and wet years for later use during dry years, when imported supplies are limited. The Metropolitan system, for purposes of meeting demands during times of shortage, regulating system flows, and ensuring system reliability in the event of a system outage, provides over 1,000,000 acre-feet of system storage capacity. Diamond Valley Lake provides 810,000-acre feet of that storage capacity, effectively doubling Southern California's previous surface water storage capacity. Other existing imported water storage available to the region consists of Metropolitan's raw water reservoirs, a share of the SWP's raw water reservoirs in and near the service area, and the portion of the groundwater basins used for conjunctive-use storage.

Since the early twentieth century, DWR and Metropolitan have constructed surface water reservoirs to meet emergency, drought/seasonal, and regulatory water needs for Southern California. These reservoirs include Pyramid Lake, Castaic Lake, Elderberry Forebay, Silverwood Lake, Lake Perris, Lake Skinner, Lake Mathews, Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, Orange County Reservoir, and Metropolitan's Diamond Valley Lake (DVL). Some reservoirs such as Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, and Orange County Reservoir, which have a total combined capacity of about 3,500 AF, are used solely for regulating purposes. The total gross storage capacity for the larger remaining reservoirs is 1,757,600 AF. However, not all of the gross storage capacity is available to Metropolitan; dead storage and storage allocated to others reduce the amount of storage that is available to Metropolitan to 1,665,200 AF.

Conjunctive use of the aquifers offers another important source of dry year supplies. Unused storage in Southern California groundwater basins can be used to optimize imported water

supplies, and the development of groundwater storage projects allows effective management and regulation of the region's major imported supplies from the Colorado River and SWP. Over the years, Metropolitan has implemented conjunctive use through various programs in the service area; the following table lists the groundwater conjunctive use programs that have been developed in the region.

#### **Metropolitan Demand Management Programs**

Demand management costs are Metropolitan's expenditures for funding local water resource development programs and water conservation programs. These Demand Management Programs incentivize the development of local water supplies and the conservation of water to reduce the need to import water to deliver to Metropolitan's member agencies. These programs are implemented below the delivery points between Metropolitan's and its member agencies' distribution systems and, as such, do not add any water to Metropolitan's supplies. Rather, the effect of these downstream programs is to produce a local supply of water for the local agencies and to reduce demands by member agencies for water imported through Metropolitan's system. The following discussions outline how Metropolitan funds local resources and conservation programs for the benefit of all of its member agencies and the entire Metropolitan service area. Notably, the history of demand management by Metropolitan's member agencies and the local agencies that purchase water from Metropolitan's members has spanned more than four decades. The significant history of the programs is another reason it would be difficult to attempt to assign a portion of such funding to any one individual member agency.

#### Local Resources Programs

In 1982, Metropolitan began providing financial incentives to its member agencies to develop new local supplies to assist in meeting the region's water needs. Because of Metropolitan's regional distribution system, these programs benefit all member agencies regardless of project location because they help to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's infrastructure, reduce system costs and free up conveyance capacity to the benefit of all the agencies that rely on water from Metropolitan.

For example, the Groundwater Replenishment System (GWRS) operated by the Orange County Water District is the world's largest water purification system for indirect potable reuse. It was funded, in part, by Metropolitan's member agencies through the Local Resources Program. Annually, the GWRS produces approximately 103,000 acre-feet of reliable, locally controlled, drought-proof supply of high-quality water to recharge the Orange County Groundwater Basin and protect it from seawater intrusion. The GWRS is a premier example of a regional project that significantly reduced the need to utilize imported water for groundwater replenishment in Metropolitan's service area, increasing regional and local supply reliability and reducing the region's reliance on imported supplies, including supplies from the State Water Project.

Metropolitan's local resource programs have evolved through the years to better assist Metropolitan's member agencies in increasing local supply production. The following is a description and history of the local supply incentive programs.

#### A. Local Projects Program

In 1982, Metropolitan initiated the Local Projects Program (LPP), which provided funding to member agencies to facilitate the development of recycled water projects. Under this approach, Metropolitan contributed a negotiated up-front funding amount to help finance project capital costs. Participating member agencies were obligated to reimburse Metropolitan over time. In 1986, the LPP was revised, changing the up-front funding approach to an incentive-based approach. Metropolitan contributed an amount equal to the avoided State Water Project pumping costs for each acre-foot of recycled water delivered to end-use consumers. This funding incentive was based on the premise that local projects resulted in the reduction of water imported from the Delta and the associated pumping cost. The incentive amount varied from year to year depending on the actual variable power cost paid for State Water Project imports. In 1990, Metropolitan's Board increased the LPP contribution to a fixed rate of \$154 per acre-foot, which was calculated based on Metropolitan's avoided capital and operational costs to convey, treat, and distribute water, and included considerations of reliability and service area demands.

### **B.** Groundwater Recovery Program

The drought of the early 1990s sparked the need to develop additional local water resources, aside from recycled water, to meet regional demand and increase regional water supply reliability. In 1991, Metropolitan conducted the Brackish Groundwater Reclamation Study which determined that large amounts of degraded groundwater in the region were not being utilized. Subsequently, the Groundwater Recovery Program (GRP) was established to assist the recovery of otherwise unusable groundwater degraded by minerals and other contaminants, provide access to the storage assets of the degraded groundwater, and maintain the quality of groundwater resources by reducing the spread of degraded plumes.

#### C. Local Resources Program

In 1995, Metropolitan's Board adopted the Local Resources Program (LRP), which combined the LPP and GRP into one program. The Board allowed for existing LPP agreements with a fixed incentive rate to convert to the sliding scale up to \$250 per acre-foot, similar to GRP incentive terms. Those agreements that were converted to LRP are known as "LRP Conversions."

#### **D.** Competitive Local Projects Program

In 1998, the Competitive Local Resources Program (Competitive Program) was established. The Competitive Program encouraged the development of recycled water and recovered groundwater through a process that emphasized cost-efficiency to Metropolitan, timing new production according to regional need while minimizing program administration cost. Under the Competitive Program, agencies requested an incentive rate up to \$250 per acre-foot of production over 25 years under a Request for Proposals (RFP) for the development of up to 53,000 acre-feet per year of new water recycling and groundwater recovery projects. In 2003, a second RFP was issued for the

development of an additional 65,000 acre-feet of new recycled water and recovered groundwater projects through the LRP.

#### **E.** Seawater Desalination Program

Metropolitan established the Seawater Desalination Program (SDP) in 2001 to provide financial incentives to member agencies for the development of seawater desalination projects. In 2014, seawater desalination projects became eligible for funding under the LRP, and the SDP was ended.

#### F. 2007 Local Resources Program

In 2006, a task force comprised of member agency representatives was formed to identify and recommend program improvements to the LRP. As a result of the task force process, the 2007 LRP was established with a goal of 174,000 acre-feet per year of additional local water resource development. The new program allowed for an open application process and eliminated the previous competitive process. This program offered sliding scale incentives of up to \$250 per acre-foot, calculated annually based on a member agency's actual local resource project costs exceeding Metropolitan's prevailing water rate.

#### **G. 2014 Local Resources Program**

A series of workgroup meetings with member agencies was held to identify the reasons why there was a lack of new LRP applications coming into the program. The main constraint identified by the member agencies was that the \$250 per acre-foot was not providing enough of an incentive for developing new projects due to higher construction costs to meet water quality requirements and to develop the infrastructure to reach end-use consumers located further from treatment plants. As a result, in 2014, the Board authorized an increase in the maximum incentive amount, provided alternative payment structures, included onsite retrofit costs and reimbursable services as part of the LRP, and added eligibility for seawater desalination projects. The current LRP incentive payment options are structured as follows:

- Option 1 Sliding scale incentive up to \$340/AF for a 25-year agreement term
- Option 2 Sliding scale incentive up to \$475/AF for a 15-year agreement term
- Option 3 Fixed incentive up to \$305/AF for a 25-year agreement term

#### **H. On-site Retrofit Programs**

In 2014, Metropolitan's Board also approved the On-site Retrofit Pilot Program which provided financial incentives to public or private entities toward the cost of small-scale improvements to their existing irrigation and industrial systems to allow connection to existing recycled water pipelines. The On-site Retrofit Pilot Program helped reduce recycled water retrofit costs to the end-use consumer which is a key constraint that limited recycled water LRP projects from reaching full production capacity. The program incentive was equal to the actual eligible costs of the on-site retrofit, or \$975 per acre-foot of up-front cost, which equates to \$195 per acre-foot for an estimated five years of water savings (\$195/AF x 5)

years) multiplied by the average annual water use in previous three years, whichever is less. The Pilot Program lasted two years and was successful in meeting its goal of accelerating the use of recycled water.

In 2016, Metropolitan's Board authorized the On-site Retrofit Program (ORP), with an additional budget of \$10 million. This program encompassed lessons learned from the Pilot Program and feedback from member agencies to make the program more streamlined and improve its efficiency. As of fiscal year 2019/20, the ORP has successfully converted 440 sites, increasing the use of recycled water by 12,691 acre-feet per year.

#### I. Stormwater Pilot Programs

In 2019, Metropolitan's Board authorized both the Stormwater for Direct Use Pilot Program and a Stormwater for Recharge Pilot Program to study the feasibility of reusing stormwater to help meet regional demands in Southern California. These pilot programs are intended to encourage the development, monitoring, and study of new and existing stormwater projects by providing financial incentives for their construction/retrofit and monitoring/reporting costs. These pilot programs will help evaluate the potential benefits delivered by stormwater capture projects and provide a basis for potential future funding approaches. Metropolitan's Board authorized a total of \$12.5 million for the stormwater pilot programs (\$5 million for the District Use Pilot and \$7.5 million for the Recharge Pilot).

#### J. Current Status and Results of Metropolitan's Local Resource Programs

Today, nearly one-half of the total recycled water and groundwater recovery production in the region has been developed with an incentive from one or more of Metropolitan's local resource programs. During fiscal year 2020, Metropolitan provided about \$13 million for production of 71,000 acre-feet of recycled water for non-potable and indirect potable uses. Metropolitan provided about \$4 million to support projects that produced about 50,000 acrefeet of recovered groundwater for municipal use. Since 1982, Metropolitan has invested \$680 million to fund 85 recycled water projects and 27 groundwater recovery projects that have produced a cumulative total of about 4 million acre-feet.

#### **Conservation Programs**

Metropolitan's regional conservation programs and approaches have a long history. Decades ago, Metropolitan recognized that demand management at the consumer level would be an important part of balancing regional supplies and demands. Water conservation efforts were seen as a way to reduce the need for imported supplies and offset the need to transport or store additional water into or within the Metropolitan service area. The actual conservation of water takes place at the retail consumer level. Regional conservation approaches have proven to be effective at reaching retail consumers throughout Metropolitan's service area and successfully implementing water saving devices, programs and practices. Through the pooling of funding by Metropolitan's member agencies, Metropolitan is able to engage in regional campaigns with wide-reaching impact. Regional investments in demand management programs, of which conservation is a key part along with local supply programs, benefit all member agencies regardless of project location. These programs help to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's

infrastructure, reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

#### A. Incentive-Based Conservation Programs

#### **Conservation Credits Program**

In 1988, Metropolitan's Board approved the Water Conservation Credits Program (Credits Program). The Credits Program is similar in concept to the Local Projects Program (LPP). The purpose of the Credits Program is to encourage local water agencies to implement effective water conservation projects through the use of financial incentives. The Credits Program provides financial assistance for water conservation projects that reduce demands on Metropolitan's imported water supplies and require Metropolitan's assistance to be financially feasible.

Initially, the Credits Program provided 50 percent of a member agency's program cost, up to a maximum of \$75 per acre-foot of estimated water savings. The \$75 Base Conservation Rate was established based Metropolitan's avoided cost of pumping SWP supplies. The Base Conservation Rate has been revisited by Metropolitan's Board and revised twice since 1988, from \$75 to \$154 per acre-foot in 1990 and from \$154 to \$195 per acre-foot in 2005.

In fiscal year 2020 Metropolitan processed more than 30,400 rebate applications totaling \$18.9 million.

#### Member Agency Administered Program

Some member agencies also have unique programs within their service areas that provide local rebates that may differ from Metropolitan's regional program. Metropolitan continues to support these local efforts through a member agency administered funding program that adheres to the same funding guidelines as the Credits Program. The Member Agency Administered Program allows member agencies to receive funding for local conservation efforts that supplement, but do not duplicate, the rebates offered through Metropolitan's regional rebate program.

#### Water Savings Incentive Program

There are numerous commercial entities and industries within Metropolitan's service area that pursue unique savings opportunities that do not fall within the general rebate programs that Metropolitan provides. In 2012, Metropolitan designed the Water Savings Incentive Program (WSIP) to target these unique commercial and industrial projects. In addition to rebates for devices, under this program, Metropolitan provides financial incentives to businesses and industries that created their own custom water efficiency projects. Qualifying custom projects can receive funding for permanent water efficiency changes that result in reduced potable demand.

#### B. Non-Incentive Conservation Programs

In addition to its incentive-based conservation programs, Metropolitan also undertakes additional efforts throughout its service area that help achieve water savings without the use of rebates. Metropolitan's non-incentive conservation efforts include:

- residential and professional water efficient landscape training classes
- · water audits for large landscapes
- research, development and studies of new water saving technologies
- advertising and outreach campaigns
- community outreach and education programs
- · advocacy for legislation, codes, and standards that lead to increased water savings

#### Current Status and Results of Metropolitan's Conservation Programs

Since 1990, Metropolitan has invested \$824 million in conservation rebates that have resulted in a cumulative savings of 3.27 million acre-feet of water. These investments include \$450 million in turf removal and other rebates during the last drought which resulted in 175 million square feet of lawn turf removed. During fiscal year 2020, 1.06 million acre-feet of water is estimated to have been conserved. This annual total includes Metropolitan's Conservation Credits Program; code-based conservation achieved through Metropolitan-sponsored legislation; building plumbing codes and ordinances; reduced consumption resulting from changes in water pricing; and pre-1990 device retrofits.

## Infeasibility of Accounting Regional Investments in Reduced Reliance Below the Regional Level

The accounting of regional investments that contribute to reduced reliance on supplies from the Delta watershed is straightforward to calculate and report at the regional aggregate level. However, any similar accounting is infeasible for the individual member agencies or their customers. As described above, the region (through Metropolitan) makes significant investments in projects, programs and other resources that reduce reliance on the Delta. In fact, all of Metropolitan's investments in Colorado River supplies, groundwater and surface storage, local resources development and demand management measures that reduce reliance on the Delta are collectively funded by revenues generated from the member agencies through rates and charges.

Metropolitan's revenues cannot be matched to the demands or supply production history of an individual agency, or consistently across the agencies within the service area. Each project or program funded by the region has a different online date, useful life, incentive rate and structure, and production schedule. It is infeasible to account for all these things over the life of each project or program and provide a nexus to each member agency's contributions to Metropolitan's revenue stream over time. Accounting at the regional level allows for the incorporation of the local supplies and WUE programs done by member agencies and their customers through both the regional programs and through their own specific local programs. As shown above, despite the infeasibility of accounting reduced Delta reliance below the

regional level, Metropolitan's member agencies and their customers have together made substantial contributions to the region's reduced reliance.

## J.7 Amended 2015 UWMP – Appendix J

The information contained in **Appendix J** attached to IRWD's 2015 UWMP is consistent with the IRWD 2020 UWMP Appendix C and WR P1 subsection (c)(1)(C) (Cal. Code Regs. tit. 23, § 5003). IRWD provided notice of the draft 2020 UWMP (including Appendix C to the 2020 UMWP), the Addendum to IRWD's 2015 UMWP (Appendix J to the 2015 UWMP), and IRWD's 2020 Water Shortage Contingency Plan (WSCP) at three separate public hearings and Board meeting to consider adoption of each document in accordance with CWC Sections 10621(b) and 10642, and Government Code Section 6066, and Chapter 17.5 (starting with Section 7290) of Division 7 of Title 1 of the Government Code.

The public review of the Addendum to the 2015 UWMP (**Appendix J**) was posted prominently on IRWD's website, <u>www.irwd.com</u>. The notice of availability of the document was sent to the County of Orange and cities in IRWD's service area.

In addition, a public notice advertising each public hearing was published in the Orange County Register, a Southern California newspaper, on June 6 and June 13, 2021. Copies of: (1) the notification letter sent to the County of Orange and cities in IRWD's service area, and (2) the notice published in the newspapers are included in the 2020 UWMP **Appendix D**.

In conclusion, pending Board approval after the public hearing, **Appendix J** will be attached as an addendum to IRWD's 2015 UWMP. Thereby demonstrating compliance, "commencing in 2015," as indicated in the CWC. As noted, the 2015 Addendum (Appendix J to the 2015 UWMP) will be reviewed at a separate public hearing and adopted independent of the 2020 plans.





# 2015 URBAN WATER MANAGEMENT PLAN ADDENDUM

**Board Meeting & Public Hearing** 

June 28, 2021

# **OVERVIEW**

- Delta Reform Act and Delta Plan
- Purpose of an Addendum
- Reduced Reliance on the Delta
  - Regional Coordination
- Expected Outcomes
  - Regional
  - IRWD
- Recommendation





DELTA REFORM ACT AND DELTA

**PLAN** 

 Delta Plan Policy WR P1 -Reduced Reliance on the Delta Through Improved Regional Self-Reliance

- Covered actions must be consistent with Delta Plan
  - Participation in conveyance facility
  - Multi-year transfer
  - Using water in or from the Delta
- Self-certification of consistency for a future covered action





# **PURPOSE OF AN ADDENDUM TO 2015 UWMP**

- Urban Water Management Plans can be used to demonstrate consistency with Delta Plan Policy WR P1 "commencing in 2015":
  - Expected outcome for measurable reduction in Delta reliance
  - Improvement in regional self-reliance
- Suppliers that anticipate participating in or receiving water from a proposed covered action should provide information in both their 2015 and 2020 UWMPs



# REDUCED RELIANCE ON THE DELTA – REGIONAL COORDINATION



# **METROPOLITAN**

- Appendix 11 Addendum to the Metropolitan 2015 UWMP
- Adopted May 11, 2021
- Expected Outcome for Regional Reduced Reliance on the Delta from Metropolitan
- Prepared standardized language





# **IRWD**

- Appendix J Addendum to the IRWD 2015 UWMP
- Recommend adoption at <u>June 28, 2021, Board Meeting</u>
- Expected Outcome of Improved Self-Reliance
- Includes Metropolitan's standardized language



# MET'S EXPECTED OUTCOME - REDUCED RELIANCE ON DELTA

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions	-	-	-	- (	-	- 7	-	_
Transfers and Exchanges of Supplies from the Delta Watershed	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed	-	-	1	-	5		/ <u>-</u>	-
Total Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Service Area Demands without Water Use Efficiency (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
Service Area Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,925,000	5,032,000	5,156,000	5,261,000	5,374,000
Change in Supplies from the Delta Watershed  (Acre-Feet)	Baseline 2010	2015	2020	2025	2030	2035	2040	2045
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Supplies from the Delta Watershed	NA	(419,000)	(417,000)	(301.000)	(310,000)	(312,000)	(314,000)	(314.000)
Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045
Percent of Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.2%	23.5%	22.9%	22.4%	21.9%
Change in Percent of Supplies from the Delta Watershed		-7.6%	-6.6%	-3.0%	-3.7%	-4.3%	-4.8%	-5.2%



# IRWD'S EXPECTED OUTCOME - SELF RELIANCE

Baseline (2010)	2015	2020	2025	2030	2035	2040
116,710	139,821	137,705	147,332	151,952	156,251	158,282
Baseline (2010)	2015	2020	2025	2030	2035	2040
69,353	124,663	119,146	145,134	142,773	140,091	135,140
	55,310	49,793	75,781	73,420	70,737	65,786
Baseline (2010)	2015	2020	2025	2030	2035	2040
59.4%	89.2%	86.5%	98.5%	94.0%	89.7%	85.4%
	29.7%	27.1%	39.1%	34.5%	30.2%	26.0%
	(2010) 116,710 Baseline (2010) 69,353 Baseline (2010)	(2010)  116,710  139,821  Baseline (2010)  69,353  124,663  55,310  Baseline (2010)  2015  89.2%	(2010)     2015     2020       116,710     139,821     137,705       Baseline (2010)     2015     2020       69,353     124,663     119,146       55,310     49,793       Baseline (2010)     2015     2020       59.4%     89.2%     86.5%	(2010)     2015     2020     2025       116,710     139,821     137,705     147,332       Baseline (2010)     2015     2020     2025       69,353     124,663     119,146     145,134       55,310     49,793     75,781       Baseline (2010)     2015     2020     2025       59.4%     89.2%     86.5%     98.5%	Baseline (2010)     2015     2020     2025     2030       Baseline (2010)     2015     2020     2025     2030       69,353     124,663     119,146     145,134     142,773       55,310     49,793     75,781     73,420       Baseline (2010)     2015     2020     2025     2030       59.4%     89.2%     86.5%     98.5%     94.0%	(2010)     2015     2020     2025     2030     2035       116,710     139,821     137,705     147,332     151,952     156,251       Baseline (2010)     2015     2020     2025     2030     2035       69,353     124,663     119,146     145,134     142,773     140,091       55,310     49,793     75,781     73,420     70,737       Baseline (2010)     2015     2020     2025     2030     2035       59.4%     89.2%     86.5%     98.5%     94.0%     89.7%

Note\* Local supplies = non-imported water



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# RECOMMENDATION

 That the Board hold a public hearing to receive public comments and, as appropriate, adopt a resolution approving adding Appendix J – IRWD's Reduced Delta Reliance – as an addendum to the 2015 Urban Water Management Plan.





### Exhibit "C"

### RESOLUTION NO. 2021-

# RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT ADOPTING AN ADDENDUM TO ITS 2015 URBAN WATER MANAGEMENT PLAN

Irvine Ranch Water District ("**IRWD**") is a California Water District organized and existing under the California Water District Law.

Pursuant to the California Urban Water Management Planning Act, Water Code §§10610 et seq. (the "Act"), IRWD prepared and adopted its 2015 Urban Water Management Plan ("2015 UWMP") on June 27, 2016, Resolution No. 2016-9.

Pursuant to the Sacramento-San Joaquin Delta Reform Act of 2009 (Water Code §§85000 et seq.), the Delta Plan, and California Water Code §85021, which declares that the State's policy is to "reduce reliance on the Delta in meeting California's future water needs through a statewide strategy of investing in improved regional supplies, conservation, and water use efficiency," the California Department of Water Resources ("DWR") and the Delta Stewardship Council have encouraged urban water suppliers to consider adopting an Addendum to their 2015 Urban Water Management Plans to demonstrate consistency with the Delta Plan Policy WR P1 to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance.

IRWD has prepared an Addendum to its 2015 UWMP in accordance with Delta Plan Policy WR P1. In accordance with applicable legal requirements, IRWD has undertaken certain coordination, notice, public involvement, public comment, and other procedures in relation to its Addendum.

The Addendum to the 2015 UWMP was prepared by IRWD staff, and in cooperation with other governmental agencies, relying upon industry standards, the expertise of industry professionals, and DWR's Urban Water Management Plan Guidebook 2020, including its related appendices.

In accordance with applicable law, including Water Code §10642 and Government Code §6066, a Notice of a Public Hearing regarding IRWD's proposed Addendum to the 2015 UWMP was published in the Orange County Register on June 6 and June 13.

In accordance with applicable law, including but not limited to Water Code §10642, a public hearing was held on June 28 at 5:00 PM at IRWD's offices and online via Zoom teleconferencing, in order to provide members of the public and other interested entities with the opportunity to be heard in connection with proposed adoption of the Addendum to the 2015 UWMP.

The Board of Directors of Irvine Ranch Water District therefore resolves as follows:

Section 1. IRWD's Board of Directors has reviewed and considered the purposes and requirements of the Act and Delta Plan Policy WR P1, the contents of the Addendum to the 2015 UWMP, and the documentation contained in the administrative record in support of the

Addendum to the 2015 UWMP, and finds and determines that the factual analyses and conclusions set forth in the Addendum to the 2015 UWMP are legally sufficient.

Section 2. The Addendum to Irvine Ranch Water District's 2015 Urban Water Management Plan to demonstrate consistency with the Delta Plan Policy WR P1 to *Reduce Reliance on the Delta through Improved Regional Water Self-Reliance* is hereby adopted as amended by any changes incorporated by the Board of Directors as a result of input received (if any) at the public hearing, and ordered filed with the District Secretary.

<u>Section 3</u>. The District Secretary is directed to include a copy of this Resolution in the Addendum to the 2015 UWMP.

Section 4. The District Secretary is directed, in accordance with Water Code §10644(a)(1), to submit a copy of the Addendum to the 2015 UWMP to DWR, the California State Library, and to any city or county within which IRWD provides water supplies no later than 30 days after this adoption date.

Section 5. The District Secretary is hereby directed, in accordance with Water Code §10645, to make the Addendum to the 2015 UWMP available for public review at IRWD's offices during normal business hours and on its website at <a href="https://www.irwd.com/">https://www.irwd.com/</a> no later than 30 days after submitting a copy of the Addendum to the 2015 UWMP to the DWR.

This Resolution is adopted and is being signed on June 28, 2021.

	By:	
	<u> </u>	President, IRVINE RANCH WATER DISTRICT
		Secretary, IRVINE RANCH WATER
		DISTRICT
APPROVED AS TO FORM:		
Hanson Bridgett, LLP		
By:		
District Counsel		

June 28, 2021

Prepared by: M. Lindsay / K. Welch Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook

### **PUBLIC HEARING**

# IRWD's 2020 WATER SHORTAGE CONTINGENCY PLAN

# **SUMMARY:**

Staff has prepared an update of IRWD's Water Shortage Contingency Plan (WSCP) to address changes in legislative requirements and to reflect updates to IRWD's projected water supplies. Staff recommends the Board conduct a public hearing to provide an opportunity for public comments on the District's 2020 WSCP and, as appropriate, adopt the plan. The proceedings of this hearing are as follows:

### **OUTLINE OF PROCEEDINGS**

President: Declare this meeting to be the time and place for a hearing on the report relative

to 2020 Water Shortage Contingency Plan and declare the hearing open. Ask the

Secretary how the hearing was noticed.

Secretary: The report was filed with the Secretary on June 3, 2021, and notice of the filing of

the report and the time and place of this hearing was published in the Orange County Register on June 6, 2021, and June 13, 2021. A notice was also posted in

the District office on June 2, 2021.

President: Ask the Board for a motion to receive and file the Affidavit of Posting and Proof

of Publication.

Board: RECOMMENDED MOTION: "RECEIVE AND FILE THE AFFIDAVIT OF

POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE

SECRETARY."

President: Request Legal Counsel to describe the nature of the proceedings.

Legal

Describe the proceedings.

Counsel:

President:

Inquire of the Secretary whether there have been any written communications.

Secretary: Respond.

President: Inquire whether there is anyone present who wishes to address the Board

concerning the 2020 Water Shortage Contingency Plan.

Public Hearing: IRWD's 2020 Water Shortage Contingency Plan

June 28, 2021

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President: Inquire whether there are any comments or questions from members of the Board

of Directors. State that the hearing will be closed. Ask the Board for a motion to

adopt a resolution for the 2020 Water Shortage Contingency Plan.

Board: RECOMMENDED MOTION: "THAT THE HEARING BE CLOSED AND

THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:

# RESOLUTION NO. 2021 –

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT RESCINDING RESOLUTION 2018-13
AND ADOPTING IRWD'S 2020 WATER SHORTAGE CONTINGENCY PLAN

# **BACKGROUND:**

IRWD's WSCP allows the District to strategically reduce water use through actions that are staged dependent upon the severity of water shortages. The last significant revision to the WSCP occurred in May 2018 following the 2012 to 2016 statewide drought. The 2018 WSCP incorporated lessons learned during the drought as well as elements from the state's long-term conservation framework document, *Making Water Conservation a California Way of Life, Implementing Executive Order B-37-16*, which was released in April 2017. Key changes made in the 2018 WSCP included incorporating six standard water shortage levels corresponding to progressive ranges of up to 10%, 20%, 30%, 40%, 50% and greater shortages. The 2018 WSCP also included discussions of the cost of compliance to enforce WSCP-proposed response actions.

# Preparing the 2020 Water Shortage Contingency Plan:

Staff has updated and prepared a draft 2020 WSCP that incorporates new California Water Code requirements, including a supply reliability evaluation and an annual water supply and demand assessment procedures, as well as a seismic hazard assessment. The 2020 WSCP has also been prepared to be consistent with new 2020 Urban Water Management Plan (UWMP) requirements. The 2020 WSCP and 2020 UWMP, once adopted, will be submitted to the California Department of Water Resources by the July 1, 2021, deadline. Following is an overview of the revisions contained in the 2020 WSCP as well as the key elements of the plan. A draft of the 2020 WSCP is provided as Exhibit "A".

A presentation providing an overview of the 2020 WSCP is provided as Exhibit "B". Staff recommends the Board hold a public hearing to receive public comments and, as appropriate, adopt a resolution (Exhibit "C") approving the adoption of the 2020 Water Shortage Contingency Plan.

# Revisions to the 2020 WSCP:

IRWD's 2020 WSCP includes revisions to address new legislative requirements and to maintain consistency with the 2020 UWMP. The revisions to the WSCP include the following:

Public Hearing: IRWD's 2020 Water Shortage Contingency Plan

June 28, 2021

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- Updates to IRWD's projected water supplies and reliability based on the IRWD 2019 Water Resources Master Plan (WRMP);
- Results of the 2020 Drought Risk Assessment (DRA) that was prepared based on 2020 UWMP requirements;
- Proposed Annual Water Supply and Demand Assessment Procedures to determine annual surplus or shortage conditions; and
- A Seismic Risk Assessment and Mitigation Plan consistent with IRWD's existing Water System Risk and Resilience Assessment (RRA) and IRWD's draft Local Hazard Mitigation Plan.

# Key Elements of the 2020 WSCP:

The 2020 WSCP is comprised of the following key elements:

Projected Water Supplies:

The 2020 WSCP reflects changes in IRWD's projected water supplies based on the WRMP. This WSCP quantifies IRWD's existing water supplies including supplemental supplies stored in IRWD's Water Bank that would be available for use by IRWD during a major water shortage event. These water supply benefits are reflected in revisions made to the WSCP.

Water Supply and Demand Assessment Procedures:

IRWD's 2020 UWMP includes an assessment of IRWD's reliability during normal, dry, and multiple dry water years. It also includes the results of a DRA. The DRA and WSCP share a similar purpose and are developed to jointly assess IRWD's current and future water supply reliability. A summary of the results of the DRA, which are included in IRWD's 2020 UWMP, are contained within in the 2020 WSCP in compliance with legislative requirements.

# Shortage Levels:

The 2020 WSCP defines the level of impact for six standard levels of shortage conditions. The WSCP also includes specific correlations to levels of shortages associated with Water Supply Allocations that could be implemented by Metropolitan Water District during a regional shortage event. Any Metropolitan allocation would be passed through to IRWD by way of the Municipal Water District of Orange County's Water Shortage Allocation Plan. The WSCP includes a list of voluntary measures, non-rate response measures and potential rate response measures for each level of shortage.

# Rate Structure Adjustments:

The IRWD Water Budget-based Rate Structure is the primary mechanism for providing revenue stability during periods of reduced demands that occur during a water supply shortage event. It is also the primary mechanism for reporting and enforcing water conservation within IRWD's service area during a shortage period. Adjustments to customer water budgets are a key response

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measure in the WSCP. Reductions to water budgets equitably reduce demands in a shortage period by targeting wasteful use through stronger price signals.

Proposition 218 requires publicly noticing customers of any proposed rate increases at least 45 days prior to adoption of a rate change and providing an opportunity for customers to provide written protest letters on the proposed changes. The 2020 WSCP includes rate structure-related response measures that would only be implemented as warranted based on the level of shortage. Such measures would be implemented at the discretion of IRWD's Board of Directors, subject to complying with the requirements of Proposition 218. IRWD initially would rely upon public outreach and non-rate response measures during a declared shortage.

Seismic Risk Assessment and Mitigation Plan:

In March 2020, IRWD completed and submitted the RRA in coordination with the Municipal Water District of Orange County and the Water Emergency Response Organization of Orange County. The RRA was conducted by the Herndon Solutions Group, and was accepted and certified as complete by the U.S. Environmental Protection Agency. The 2020 WSCP contains relevant excerpts pulled from the RRA Seismic Risk Assessment and Mitigation plan to demonstrate the essential content in assessing seismic risk.

# **FISCAL IMPACTS:**

None.

### COMMITTEE STATUS:

The 2020 Water Shortage Contingency Plan was reviewed by the Water Resources Policy and Communications Committee on June 3, 2021.

# ENVIRONMENTAL COMPLIANCE:

The proposed actions qualify under Class 7 and Class 8 Categorical Exemptions Sections 15307 and 15308 of the State California Environmental Quality Act (CEQA) guidelines. In addition, to the extent this plan serves as the basis for the urban water shortage contingency analysis required under Water Code Section 10631 and is incorporated into the IRWD UWMP, its preparation, adoption and implementation are statutorily exempt from CEQA, as set forth in Water Code Section 10652.

# **LIST OF EXHIBITS:**

Exhibit "A" – Draft IRWD 2020 Water Shortage Contingency Plan

Exhibit "B" – Presentation: 2020 Water Shortage Contingency Plan

Exhibit "C" – Resolution 2021-XX

# Exhibit "A"



# A COPY OF EXHIBIT "A" (DRAFT 2020 WATER SHORTAGE CONTINGENCY PLAN) MAY BE OBTAINED FROM THE DISTRICT SECRETARY AND IS AVAILABLE FOR DOWNLOAD AT THE FOLLOWING LINK:

https://www.irwd.com/images/pdf/doing-business/environmental-documents/UWMP/draft\_wscp\_website.pdf

Note: This page is intentionally left blank.





# 2020 WATER SHORTAGE CONTINGENCY PLAN

**Board Meeting & Public Hearing** 

June 28, 2021

# **OVERVIEW**

- Purpose of Water Shortage Contingency Plan (WSCP)
- Background of WSCP
- 2020 Revisions to the WSCP
- Key Elements
- Reliability Evaluation
- Shortage Levels and Response Measures
- Recommendation





# **PURPOSE OF WSCP**

- Plan for water shortage and emergency conditions
- Establish communication and response action protocols for severe drought shortage or supply outage
- Update 2018 WSCP to be consistent with:
  - 2020 Urban Water Management Plan
  - New requirements of the California Water Code





# 2020 REVISIONS TO WSCP

- Changes to IRWD projected water supplies and reliability
- Reliability evaluation
- Annual Water Supply and Demand Assessment Procedures
- 2020 Drought Risk Assessment (DRA) Results
- Seismic Risk Assessment and Mitigation Plan



# **KEY ELEMENTS**

- Six standard shortage levels
  - 10%, 20%, 30%, 40%, 50%, and more than 50% shortage condition
- Mandatory and voluntary response actions by shortage level as well as cost of compliance
- An assessment of IRWD's water reliability during normal, dry, and multiple dry water years (2020 -2040)
- New Drought Risk Assessment (2021-2025)
- Excerpts pulled from existing IRWD Seismic Risk Assessment and Mitigation plans (Risk and Resilience Assessment and Local Hazard Mitigation Plan) to demonstrate essential content for assessing seismic risk without revealing sensitive information



# **RELIABILITY EVALUATION**

Modeled Reliability Scenario	IRWD WSCP Shortage Level	Anticipated Water Bank Usage (AFY)
Facility Outages and Seismic Events	No Shortage Identified	Access may be limited
Planned Conditions	Level One	
Colorado River Shortage	Shortage Warning (up to 10%)	300 to 3,000
Climate Change		
Major California Drought	<b>Level Two</b> Significant Shortage (up to 20%)	7,300 to 11,500
Major California Drought and Bay Delta Environmental Restrictions	<b>Level Three</b> Significant Shortage (up to 30%)	14,800 to 18,100
Delta Levee Failure		
	Level Four	
Catastrophic Delta Levee Failure (multi-year) and Beyond Currently Forecasted Events	Severe Shortage (up to 40%)	
	Level Five	18,100+
	Crisis Shortage (up to 50%)	16,100+
	Level Six	
	Crisis Shortage (exceeding 50%)	



Shortage Level	Response Type	Supply Shortage Response Actions  Considered	Estimated Savings
Level 1	VOILINTARY	Increase outreach efforts, targeting over-budget customers, and expand leak alert program	10%



Shortage Level	Response Type	Supply Shortage Response Actions Considered	Estimated Savings
	Voluntary	Expand residential survey program, large landscape survey program, outdoor education programs and workshops, and establish water waste reporting "hotline"	
Level 2	Rate Based	Review of water budgets and potential adjustments to target discretionary outdoor uses for residential and landscape customers	11% - 20%
	End Use Prohibitions  Operational Measures	Discourage filling of fountains, pools, and water features and other discretionary uses	
		Conduct evaluation on operational measures to reduce potable water use and expand the authorized use of recycled water	



Shortage Level	Response Type	Supply Shortage Response Actions Considered	Estimated Savings
Level 3	Voluntary Level 3	Increase rebate amounts, targeted outreach, and employee training at high use businesses, implement a public outreach campaign and work with public sector on raising public awareness and demonstrating reduced usage at public sites	21% - 30%
	Rate Based	Review of residential and landscape water budgets and target potential adjustments to limit residential and landscape customers to efficient irrigation of low drought tolerant landscaping	



Shortage Level	Response Type	Supply Shortage Response Actions  Considered	Estimated Savings
	Voluntary	Implement direct install programs to retrofit inefficient devices and landscape equipment	
Level 4	Rate Based	Review commercial, industrial, and public authority water budgets and consider adjustments to maximize potential savings while minimizing economic impacts	31% - 40%
	End Use Prohibitions	Limiting or modifying specific municipal uses such as hydrant flushing, street cleaning, and water-based recreation	



Shortage Level	Response Type	Supply Shortage Response Actions Considered	Estimated Savings
	Voluntary	Implement pay to save incentive programs for industrial customers	
Level 5	Rate Based	Review residential and landscape water budgets and consider adjustments to target the elimination of all non-recycled outdoor uses	41% - 50%
	Mandatory Measures	Eliminate non-recycled water outdoor use (100% reduction)	



Shortage Level	Response Type	Supply Shortage Response Actions Considered	Estimated Savings
	Rate Based	Review of residential water budgets and potential adjustments to target all uses not required for health and safety	
Level 6	Mandatory Measures	Use of flow restrictors on severely over-budget accounts that are non-responsive to outreach, and other mandatory restrictions and enforcement, as necessary	51% +



# **REGIONAL SHORTAGE LEVELS**

MWD Regional Shortage Level	Regional Shortage Percentage	Retail Impact Adjustment Maximum	IRWD Reliability	IRWD Shortage Level
Level 1	5%	2.5%	100%	Level 1
Level 2	10%	5.0%	99%	Level 1
Level 3	15%	7.5%	98%	Level 1
Level 4	20%	10.0%	97%	Level 1
Level 5	25%	12.5%	96%	Level 1
Level 6	30%	15.0%	95%	Level 1
Level 7	35%	17.5%	94%	Level 1
Level 8	40%	20.0%	93%	Level 1
Level 9	45%	22.5%	92%	Level 1
Level 10	50%	25.0%	90%	Level 1



# RECOMMENDATION

 That the Board hold a public hearing to receive public comments and, as appropriate, adopt IRWD's 2020 Water Shortage Contingency Plan.





### Exhibit "C"

### RESOLUTION NO. 2021-

# RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT RESCINDING RESOLUTION 2018-13 AND ADOPTING THE 2020 WATER SHORTAGE CONTINGENCY PLAN

The Urban Water Management Planning Act (California Water Code §§ 10610 et seq.) requires each urban water supplier's urban water management plan ("UWMP") to provide a water shortage contingency analysis.

The Urban Water Management Planning Act requires that each urban water supplier update its UWMP at least once every five years.

Irvine Ranch Water District ("**IRWD**") initially adopted its Water Shortage Contingency Plan (the "**Plan**") in 1987, through the adoption of Resolution No. 1987-52 amending IRWD's Rules and Regulations, Section 15, then entitled "Prohibition of Water Wastage."

The Plan is an appendix to IRWD's UWMP, and along with certain information in the UWMP, provides the water shortage contingency analysis required by Water Code § 10632.

The Plan also serves as the resource and supporting document for the implementation of Rules and Regulations, Section 15, now entitled "Water Conservation and Water Supply Shortage Program and Regulations."

The Plan has been updated periodically, including most recently a version adopted on May 29, 2018 by Resolution No. 2018-13.

IRWD prepared the 2020 Plan pursuant to the requirements of Water Code § 10632. The 2020 Plan was presented at IRWD's June 28, 2021 meeting of the Board of Directors. The 2020 Plan has been prepared to incorporate new legislative requirements including supply reliability processes, annual water supply and demand assessment procedures, a seismic hazard assessment, and additional prescriptive elements.

The Board of Directors desires to update the Plan.

The Board of Directors of Irvine Ranch Water District therefore resolves as follows:

- 1. That Resolution No. 2018-13 dated May 29, 2018, is hereby rescinded.
- 2. That the Water Shortage Contingency Plan (2020) presented to the Board of Directors on June 28, 2021 is hereby adopted.
- 3. That the Water Shortage Contingency Plan (2020) will serve as a supporting document to Section 15 of the Rules and Regulations and to the UWMP.
- 4. That pursuant to Water Code § 10632(a)(8), in declaring any levels of shortage, the Board of Directors may adopt a water shortage contingency resolution in a

form substantially similar to the draft resolution contained in the exhibits to the Water Shortage Contingency Plan (2020).

This Resolution is adopted and is being signed on June 28, 2021.

	By:President, IRVINE RANCH WATER DISTRICT
	By:Secretary, IRVINE RANCH WATER DISTRICT
APPROVED AS TO FORM: Hanson Bridgett, LLP  By: District Counsel	

June 28, 2021

Prepared by: M. Lindsay / K. Welch Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook

### **PUBLIC HEARING**

### IRWD's 2020 URBAN WATER MANAGEMENT PLAN

# **SUMMARY:**

A draft of IRWD's 2020 Urban Water Management Plan (UWMP) has been prepared in accordance with the Urban Water Management Planning Act of 1983 (Act), as amended. Staff recommends the Board conduct a public hearing to allow the public an opportunity to comment on the District's 2020 UWMP and adopt the plan as appropriate. The proceedings of this hearing are as follows:

### **OUTLINE OF PROCEEDINGS**

President: Declare this to be the time and place for a hearing on the report relative to the

2020 Urban Water Management Plan and declare the hearing open. Ask the

Secretary how the hearing was noticed.

Secretary: The report was filed with the Secretary on June 3, 2021, and notice of the filing of

the report and the time and place of this hearing was published in the Orange County Register on June 6, 2021, and June 13, 2021. A notice was also posted in

the District office on June 2, 2021.

President: Ask the Board for a motion to receive and file the Affidavit of Posting and Proof

of Publication.

Board: RECOMMENDED MOTION: "RECEIVE AND FILE THE AFFIDAVIT OF

POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE

SECRETARY."

President: Request Legal Counsel to describe the nature of the proceedings.

Legal

Describe the proceedings.

Counsel:

President: Inquire of the Secretary whether there have been any written communications.

Secretary: Respond.

President: Inquire whether there is anyone present who wishes to address the Board

concerning the 2020 Urban Water Management Plan.

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President: Inquire whether there are any comments or questions from members of the Board

of Directors. State that the hearing will be closed. Ask the Board for a motion to adopt a resolution rescinding Resolution No. 2016-9 and adopting IRWD's 2020

Urban Water Management Plan.

Board: RECOMMENDED MOTION: "THAT THE HEARING BE CLOSED AND

THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:

RESOLUTION NO. 2021 -

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT RESCINDING RESOLUTION NO. 2016-9 AND ADOPTING IRWD's 2020 URBAN WATER MANAGEMENT PLAN

### BACKGROUND:

The Act requires urban water suppliers, which provide water for municipal purposes to more than 3,000 customers or which supply more than 3,000 acre-feet of water annually, to prepare and adopt a UWMP. The adopted UWMP must be submitted to the California Department of Water Resources (DWR) at least once every five years. The deadline for submission of IRWD's 2020 UWMP to DWR is July 1, 2021.

The purpose of a UWMP is to ensure and demonstrate to the state that a water supplier has adequate water supplies to meet existing and future water demands under various hydrologic scenarios. The Act requires that water suppliers describe and evaluate water supply reliability in five-year increments for a 20-year period under normal, single-dry, and multiple-dry years. Urban water suppliers must also describe water shortage contingency and catastrophic planning efforts. In accordance with the Act, IRWD last prepared and updated its 2015 UWMP in 2016.

Staff has prepared IRWD's 2020 UWMP incorporating all the required elements of the Act, provided as Exhibit "A". The document includes the most current planning projections of demands and supplies through the year 2040. A presentation providing an overview of the 2020 UWMP is included as Exhibit "B".

# Changes to UWMP Requirements:

Changes in the Act have occurred since 2015 that have modified requirements or that necessitate additional compliance by urban water suppliers in a 2020 UWMP. The modifications and additional requirements are described below. Where appropriate, information on IRWD's 2020 UWMP response to these requirements has been included:

Water Shortage Contingency Plan: Urban water suppliers are required to include a
Water Shortage Contingency Plan (WSCP) as part of a 2020 UWMP. The WSCP must
include six standard shortage levels and corresponding response measures. An IRWD
2020 WSCP has been prepared and once adopted, will be attached to the 2020 UWMP as
Appendix G.

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• 20 x 2020 Compliance: Urban suppliers are required to report compliance with the Water Conservation Act of 2009, which mandated a 20% reduction in total gallons per capita per day (gpcd) use by 2020 from a defined baseline. IRWD's baseline use is 204 gpcd with a final 2020 target of 171 gpcd. IRWD's 2020 UWMP reported use is 95 gpcd, which is well below the final 2020 target.

- Groundwater Supply Coordination: In 2014, the Sustainable Groundwater Management Act (SGMA) was enacted to address groundwater conditions in California. Suppliers are required to develop 2020 UWMPs to be consistent with local Groundwater Sustainability Plans (GSPs). Staff has incorporated additional materials into IRWD's 2020 UWMP indicating compliance with SGMA and coordination with GSPs.
- Five Consecutive Dry-year Water Reliability Assessment: The previously required dry-year water reliability planning has been modified from a "multi-year" three-year analysis to a "drought lasting five consecutive water years". Suppliers are required to analyze the reliability of their water supplies to meet projected demands over an extended period of drought. Staff has incorporated the analysis of multiple droughts lasting five consecutive years each through the year 2040. The basis of the analysis is the five-year hydrologic period of 1988 to 1992.
- Drought Risk Assessment: Urban water suppliers are required to complete a Drought Risk Assessment (DRA) to examine water supplies, water uses and the resulting water supply reliability under an assumed drought period lasting five consecutive dry years. Staff has performed a DRA and determined that IRWD has sufficient supply capabilities for a drought period that lasts five consecutive years based on the driest five-year historic sequence starting in 2021.
- Energy Intensity Reporting: Suppliers are now required to report on energy intensity using data that is readily available. In the preparation of IRWD's 2020 UWMP, staff utilized the District's Embedded Energy 2018 Update to report on energy intensity requirements at IRWD facilities.
- Seismic Risk Assessment and Mitigation Plan: New requirements dictate that suppliers include a seismic risk assessment and mitigation plan to specifically address seismic risk to various water system facilities and the relevant mitigation actions to be applied. Staff incorporated or referenced excerpts from the 2020 IRWD Water System Risk and Resilience Assessment and Local Hazard Mitigation Plans within IRWD's 2020 UWMP.
- Reduced Reliance on the Delta: As recommended by DWR, Appendix C has been included in IRWD's 2020 UWMP to address the Sacramento-San Joaquin Delta Reform Act (Delta Reform Act, Delta Plan) and the Delta Plan Policy WR-P1. Inclusion of the appendix is not a requirement of the UWMP process and does not affect the submission and approval by DWR of IRWD's 2020 UWMP.

A public hearing is required prior to IRWD's Board of Directors' adoption of the 2020 UWMP to allow members of the public an opportunity to comment on the draft plan. Staff recommends the Board hold a public hearing and, as appropriate, adopt a resolution (Exhibit "C") approving the adoption of the 2020 Urban Water Management Plan.

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# FISCAL IMPACTS:

None.

# **COMMITTEE STATUS:**

The 2020 Urban Water Management Plan was reviewed by the Water Resources Policy and Communications Committee on June 3, 2021.

# ENVIRONMENTAL COMPLIANCE:

The preparation and adoption of IRWD's 2020 UWMP is exempt from the California Environmental Quality Act as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15262 which provides exemption for planning studies.

# **LIST OF EXHIBITS:**

Exhibit "A" – Draft IRWD 2020 Urban Water Management Plan

Exhibit "B" – Presentation: 2020 Urban Water Management Plan

Exhibit "C" – Resolution

# Exhibit "A"



# A COPY OF EXHIBIT "A" (DRAFT 2020 URBAN WATER MANAGEMENT PLAN) MAY BE OBTAINED FROM THE DISTRICT SECRETARY AND IS AVAILABLE FOR DOWNLOAD AT THE FOLLOWING LINK:

https://www.irwd.com/images/pdf/doing-business/environmental-documents/UWMP/draft\_uwmp\_website\_appendicesattached.pdf

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# 2020 URBAN WATER MANAGEMENT PLAN

**Board Meeting & Public Hearing** 

June 28, 2021

# **OVERVIEW**

- Purpose of Urban Water Management Plan (UWMP)
- 2020 General Updates and Coordination
- Major Changes Since 2015
- Key Elements
  - SBX7-7 Compliance
  - Supply and Demand Projections
  - Drought Risk Assessment
- Findings
- Recommendation





## **UWMP PURPOSE**

- Opportunity to assess and demonstrate IRWD supply reliability
- Compliance with California Water Code
- Verify compliance with SBX7-7 for 2020 (20x2020)





## IRWD 2020 UWMP GENERAL UPDATES

- Notification letters sent to Cities and County of Orange
- Evaluated supply and demands 2020 to 2040
- Updated population projections from Center of Demographic Research (CDR) at California State University, Fullerton
- Prepared in coordination with the Municipal Water District of Orange County (MWDOC)





## REGIONAL COORDINATION

- MWDOC adopted its Regional UWMP May 19, 2021
  - MWDOC's UWMP indicates the region is expected to meet full service imported demands from 2020 through 2045.
- Metropolitan adopted its Regional UWMP May 11, 2021
  - Metropolitan's Plan shows supply reliability through 2045 under normal, single-dry, and multiple dry years.





# MAJOR CHANGES IN UWMP SINCE 2015

- 20x2020 Compliance
- Groundwater Supply Coordination
- Five Consecutive Dry Year Water Reliability Assessment
- Annual Supply and Demand Assessment Procedures (WSCP)
- Drought Risk Assessment (WSCP)
- Seismic Risk Assessment (WSCP)
- Mandatory Energy Intensity Reporting
- Demonstrate consistency with Delta Plan Policy (WR P1)





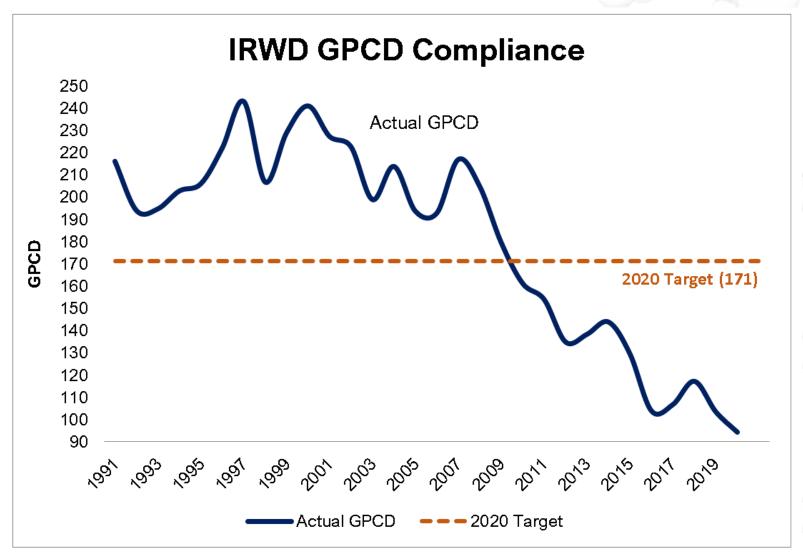
## WATER CONSERVATION ACT OF 2009

- 20 x 2020 Mandate
- Reported baselines and targets in 2010 UWMP
- Baseline, 204 gallons per capita per day (gpcd)
- 2020 Target, 171 gpcd
- 2020 Actual, 95 gpcd





## **20 X 2020 COMPLIANCE**





## **IRWD PROJECTED WATER SUPPLIES (2025-2040)**

DWR Submittal Table 6-9 Retail: Water Supplies — Projected										
	Additional	Projected Water Supply  Report To the Extent Practicable								
Water Supply	Detail on	2025	2030	2035	2040					
rrator cappry	Water Supply	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume					
Purchased or Imported Water	Potable	51,027	51,027	51,027	51,027					
Surface water (not desalinated)	BWTP (Surface Water)	3,048	3,048	3,048	3,048					
Groundwater (not desalinated)	Potable	49,479	49,479	49,479	49,479					
Purchased or Imported Water	Untreated	17,347	17,347	17,347	17,347					
Recycled Water		42,012	42,012	42,012	42,012					
Groundwater (not desalinated)	Recycled	3,461	3,461	3,461	3,461					
Groundwater (not desalinated)	Future Potable Water	12,352	12,352	12,352	12,352					
	Total	178,727	178,727	178,727	178,727					

NOTES: Data pulled from IRWD Water Resources Master Plan. Future potable water represents a mixture of supplies including groundwater and imported water.



## IRWD PROJECTED WATER SUPPLIES & DEMANDS NORMAL YEAR (2025-2040)

DWR Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison										
	2025 2030 2035 204									
Supply totals	178,727	178,727	178,727	178,727						
Demand totals	96,556	103,993	111,430	118,483						
Surplus	82,171	74,734	67,297	60,243						



## IRWD PROJECTED WATER SUPPLIES & DEMANDS SINGLE-DRY YEAR (2025-2040)

DWR Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison										
	2025	2030	2035	2040						
Supply totals	176,679	176,679	176,679	176,679						
Demand totals	100,394	107,881	115,367	122,444						
Surplus	76,285	68,798	61,312	54,235						



## IRWD PROJECTED WATER SUPPLIES & DEMANDS MULTI-DRY YEARS (2025-2040)

DWR Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison									
		2025	2030	2035	2040				
	Supply totals	176,679	176,679	176,679	176,679				
First year	Demand totals	100,394	107,881	115,367	122,444				
	Surplus	76,285	68,798	61,312	54,235				
	Supply totals	176,679	176,679	176,679	176,679				
Second year	Demand totals	97,382	104,645	111,906	118,771				
	Surplus	79,297	72,034	64,773	57,908				
	Supply totals	176,679	176,679	176,679	176,679				
Third year	Demand totals	94,461	101,505	108,549	115,208				
	Surplus	82,218	75,174	68,130	61,471				
	Supply totals	176,679	176,679	176,679	176,679				
Fourth year	Demand totals	91,626	98,460	105,292	111,751				
	Surplus	85,053	78,219	71,387	64,928				
	Supply totals	176,679	176,679	176,679	176,679				
Fifth year	Demand totals	88,878	95,506	102,134	108,399				
•	Surplus	87.801	81.173	74.545	68.280				



## IRWD PROJECTED WATER SUPPLIES & DEMANDS MULTI-DRY YEARS (2025-2040)

DWR Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison									
		2025	2030	2035	2040				
	Supply totals	176,679	176,679	176,679	176,679				
First year	Demand totals	100,394	107,881	115,367	122,444				
	Surplus	76,285	68,798	61,312	54,235				
	Supply totals	176,679	176,679	176,679	176,679				
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Fifth year	Demand totals	88,878	95,506	102,134	108,399				
	Surplus	87,801	81,173	74,545	68,280				



### DROUGHT RISK ASSESSMENT

- New UWMP requirement
- Assumes next 5 consecutive years are drought years (2021-2025)
- Drought trend potable demand analysis
  - First dry year: 1% increase potable
  - Years 2-5: 3% decrease
- Potable supplies decrease 1% first year, constant thereafter
- No shortages or need to activate Water Shortage Contingency Plan



## **SUMMARY OF 2020 UWMP FINDINGS:**

### **Imported Supply Reliability:**

 Metropolitan's 2020 UWMP: Supply capabilities are sufficient to meet expected demands from 2025 through 2045 under a normal year condition, a single dry year condition, as well as a period of drought lasting five consecutive water years.

### **IRWD Water Supply Reliability:**

All assessments through 2040 indicate that IRWD water supplies are reliable.

### **Drought Risk Assessment Results:**

• No anticipated shortage conditions in a consecutive five-year drought between 2021-2025.

#### **Delta Reliance:**

- Same analysis as 2015 UWMP Addendum
- IRWD's expected outcome is long-term improved self-reliance
- Metropolitan's analysis and assessment addresses regional self-reliance

## IRWD 2020 UWMP is compliant with all requirements.



## RECOMMENDATION

 That the Board hold a public hearing to receive public comments and, as appropriate, adopt a resolution approving the IRWD's 2020 Urban Water Management Plan.





#### Exhibit "C"

#### RESOLUTION NO. 2021-

#### RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT RESCINDING RESOLUTION NO. 2016-9 AND ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN

Irvine Ranch Water District ("**IRWD**") is a California Water District organized and existing under the California Water District Law.

Pursuant to California Water Code §§ 10610 et seq., IRWD prepared and adopted an Urban Water Management Plan ("UWMP") on June 27, 2016.

IRWD's Board of Directors, pursuant to Water Code § 10621, has reviewed the UWMP and directed that it be amended.

The amended UWMP, entitled "2020 Urban Water Management Plan" has been made available for public inspection and notice of a public hearing thereon has been given pursuant to California Government Code § 6066.

At the time set, the duly noticed public hearing was held and all persons interested were given an opportunity to be heard concerning any matter set forth in the UWMP.

The Board of Directors of Irvine Ranch Water District therefore resolves as follows:

- 1. That Resolution No. 2016-9 dated June 27, 2016, is hereby rescinded.
- 2. That the 2020 Urban Water Management Plan presented to the Board of Directors on June 28, 2021, is hereby adopted.
- 3. That the Secretary is directed to file a copy of the 2020 Urban Water Management Plan with the Department of Water Resources of the State of California, the California State Library, and the County of Orange pursuant to California Water Code § 10644.

This Resolution is adopted and is being signed on June 28, 2021.

	By:	
	• -	President, IRVINE RANCH WATER DISTRICT
	By: _	
		Secretary, IRVINE RANCH WATER DISTRICT
APPROVED AS TO FORM:		
Hanson Bridgett, LLP		
By:		
District Counsel		

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June 24, 2021 Prepared and

submitted by: L. Bonkowski

Approved by: Paul A. Cook

#### CONSENT CALENDAR

#### **BOARD MEETING MINUTES**

#### SUMMARY:

Provided are the minutes of the June 14, 2021 and June 21, 2021 Regular Board meeting for approval.

#### FISCAL IMPACTS:

None.

#### **ENVIRONMENTAL COMPLIANCE:**

Not applicable.

#### **COMMITTEE STATUS:**

Not applicable.

#### **RECOMMENDATION:**

THAT THE MINUTES OF THE JUNE 14, 2021 AND JUNE 21, 2021 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

#### **LIST OF EXHIBITS:**

Exhibit "A" – June 14, 2021 Minutes

Exhibit "B" – June 21, 2021 Minutes

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#### EXHIBIT "A"

#### MINUTES OF REGULAR MEETING – June 14, 2021

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President Reinhart on June 14, 2021, via teleconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 due to COVID-19. Members of the public did not attend this meeting in person.

Directors Present: LaMar, McLaughlin, Withers, Swan, and Reinhart

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Water Policy Weghorst, Executive Director of Technical Services Burton, Executive Director of Operations Chambers, Executive Director of Finance and Administration Clary, Director of Water Quality and Regulatory Compliance Colston, Director of Recycling Operations Zepeda, Director of Information Services Malone, Director of Maintenance Mykitta, Director of Human Resources Mitcham, Director of Strategic Communications and Advocacy / Deputy General Counsel Compton, Secretary Bonkowski, General Counsel Collins, Special Legal Counsel Brown of Payne and Fears, staff, and public.

WRITTEN AND ORAL COMMUNICATIONS: None.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED: None.

#### **CONSENT CALENDAR**

General Manager Cook said that prior to voting on the Consent Calendar, and specifically Item No. 6, he said that each June the Board typically is asked to consider changes to the salary schedule for District employees. Mr. Cook said that pursuant to Government Code Section 54953(c)(3), prior to taking final action on changes to salary schedules that include salary ranges for local agency executives, he would like to provide a summary of the recommended action. He said that Item No. 6 will revise the District's salary grade schedules based on a Cost-of-Living adjustment of 3.6% for FY 2021-22 and adopt a resolution superseding Resolution No. 2020-22 and adopting a revised Schedule of Positions and Salary Rate ranges for Managers, Exempt Supervisors, Confidential and Exempt employees effective July 1, 2021. Mr. Cook further said that he would like to note that staff slightly modified the Salary Grade Schedule originally included as Exhibit "A" to this item on the agenda as the position of Environmental Compliance Analyst (grade U12E) was inadvertently left off, and the modified version includes this position. There being no further comments, on MOTION by Withers, seconded by McLaughlin and unanimously carried by a roll call vote (5-0) McLaughlin, Swan, Withers, LaMar and Reinhart voting aye, and 0 noes ITEMS 3 THROUGH 8 WERE APPROVED AS FOLLOWS:

#### 3. BOARD MEETING MINUTES

Recommendation: That the minutes of the May 24, 2021 Regular Board meeting be approved as presented.

#### **CONSENT CALENDAR (CONTINUED)**

### 4. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Karen McLaughlin, Douglas Reinhart, Peer Swan, and John Withers, as described.

#### 5. 2021 LEGISLATIVE AND REGULATORY UPDATE

Recommendation: That the Board adopt a "support in concept" and "seek amendments" position on the Future Western Water Infrastructure and Drought Resiliency Act.

## 6. IRWD SALARY GRADE SCHEDULE CHANGES FOR MANAGERS, EXEMPT SUPERVISORS, CONFIDENTIAL EMPLOYEES AND EXEMPT EMPLOYEES FOR FISCAL YEAR 2021-22

Recommendation: That the Board approve the revised salary grade schedules based on a Cost-of-Living Adjustment of 3.6% for FY 2021-22 and adopt the following resolution by title superseding Resolution No. 2020-22 and adopting a revised Schedule of Positions and Salary Rate Ranges for Managers, Exempt Supervisors, Confidential Employees and Exempt Employees.

#### RESOLUTION NO. 2021 –9

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, SUPERSEDING RESOLUTION NO. 2020-22 AND ADOPTING A REVISED SCHEDULE OF POSITIONS AND SALARY RATE RANGES

### 7. <u>CONSULTANT SELECTION FOR RECYCLED WATER USE SITE</u> INSPECTION, TESTING AND TRAINING

Recommendation: That the Board authorize the General Manager to execute Professional Service Agreements with Real Water Consultants and West Yost Associates, each in an amount not to exceed \$365,000, to provide on-call recycled water use site visual inspections, cross-connection tests, and site supervisor training for a two-year period.

#### 8. WATER EFFICIENCY TACTICAL INCENTIVE FUNDING AUTHORIZATION

Recommendation: That the Board authorize the General Manager to allocate \$230,000 in funding to the FY 2021-22 rebate programs administered through the Water Conservation Participation Agreement between Municipal Water District of Orange County and IRWD and execute addenda to the agreement as may be necessary to allocate funds to specific programs and modify device incentive levels based on customer participation rates and regional program funding levels.

#### **ACTION CALENDAR**

#### WATERSMART SOFTWARE VARIANCE NO. 2

Water Efficiency Specialist Baquerizo reported that the WaterSmart Program was first implemented as a pilot program in 2012 with 1,000 IRWD customers and based on the amount of water savings and positive customer responses, the program was expanded in FY 2013-14 into a full-scale program that targeted over-allocation, single-family customers. Mr. Baquerizo said that the following year the program was expanded to include commercial, industrial and institutional (CII) customers. He said that after a competitive process in 2016, IRWD entered into an agreement with WaterSmart to continue implementation of the program for three additional years. In December 2019, Variance No. 1 to the agreement extended the program through FY 2020-21 and provided for the integration of WaterSmart with IRWD's new bill payment processing system (Paymentus). The integration of Paymentus with the WaterSmart Customer portal provides improved customer access to IRWD payment options.

Mr. Baquerizo said that Variance No. 2, in the amount of \$188,100, would extend the WaterSmart Program for one additional year. The variance cost reflects an increase in number of District customer accounts, increased postage rates since 2016, support for the Paymentus integration and up to three custom reports. Staff negotiated the costs associated with Variance No. 2 and finds the variance to be fair and reasonable for the required tasks. He said that in 2022, staff will issue a new request for proposal (RFP) to invite other companies to provide proposals to provide this service for the next five-year period.

Director LaMar said that this item was reviewed by the Water Resources Policy and Communications Committee on June 3, 2021 and noted that this program is being paid by over allocation funds. Director Withers asked staff to consider developing metrics to measure success of the program.

On <u>MOTION</u> by LaMar, seconded by McLaughlin and unanimously carried by a roll call vote (5-0) McLaughlin, Swan, Withers, LaMar and Reinhart voting aye, and 0 noes, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WATERSMART SOFTWARE, INC. IN THE AMOUNT OF \$188,100.

#### 2021-2022 WATER USE EFFICIENCY OUTREACH CAMPAIGN

Using a PowerPoint presentation, Manager of Public Affairs Fabris reported that in July 2020, staff implemented a new suite of creative and targeted outreach initiatives, known as the 2020 Water Use Efficiency Outreach Campaign. Mr. Fabris said that the campaign supported programs to help customers save water outdoors, where IRWD sees the greatest potential for additional efficiency and that the Board approved hiring Sukle Advertising & Design to implement the campaign, which occurred over the last five months of 2020 and in early 2021. Mr. Fabris then provided a summary of the 2020 Water Use Efficiency Outreach Campaign.

The 2020 outreach campaign focused on: 1) Promoting turf removal and weather-based irrigation controller incentives through a monthly email campaign; 2) Raising awareness of, and increasing interest in, RightScaping by refreshing the <u>RightScape.com</u> landing page, highlighting the beauty of water-efficient plants in IRWD-owned media and through a paid social media campaign featuring humorous "Dino" videos that highlighted the difficulties of maintaining a traditional

lawn; 3) Increasing attendance at virtual garden workshops through a paid social media and email campaign featuring beautiful garden images; and 4) Refreshing WaterStar Business Outreach Program materials and webpages. Mr. Fabris reviewed the 2020 Campaign Results noting that the 2020 RightScape social media campaign reached 83% of residential customers and drove a 380% increase (18,521 versus 3,855) in year-over-year traffic to RightScape.com. The campaign's strategy of positioning RightScaping as a way of bringing beauty and individuality to customers' outdoor spaces helped capture the attention and imagination of IRWD customers. Analytics show that customers driven from the campaign to RightScape.com were most interested in content that provided inspiration and helpful planning tools. Almost 85% of users clicked on either "Before and After Turf Gallery" or "Design Resources."

Mr. Fabris said that IRWD's gardening workshops quickly converted to online virtual events due to COVID-19. Presenting the workshops online increased the potential audience, and marketing drove up the number of participants versus prior years when workshops were conducted in person. The workshop marketing campaign drove 749 total registrations across the three promoted workshops, a year-over-year increase of 499%. Total registrations rose 220% from September to November as the campaign was implemented.

Mr. Fabris summarized the proposed 2021-2022 Water Use Efficiency Outreach Campaign noting that interest in home gardening remains high, after a year in which customers spent more time at home due to social distancing. He said that the new outreach campaign will craft engaging messaging and visuals to highlight the beauty of water-efficient landscaping and to build desire and need for a RightScaped yard. The campaign will continue to drive attendance at IRWD water-efficient-gardening workshops as well as improve workshop content to extend service life and make it more engaging on digital platforms. He said that RightScape.com will be redesigned with new tools to make it easier for customers to follow through with rebates and turf replacement once they are inspired to make the change. He said that the elements of 2021-2022 Outreach Campaign include: 1) Redesign RightScape.com to optimize it for mobile and tablet devices, where 55% of users experience it, and equip the site with innovative tools to make landscape transformation easier for customers; 2) design a creative and highly visual outreach campaign to promote turf replacement and RightScaping; 3) re-imagine gardening workshops and transform three of them from one-time presentations into visual, engaging, and always-accessible digital content built around a unifying brand; 4) promote gardening workshops to increase attendance and draw customers who have not previously participated; and 5) target single-family homeowners with an email campaign to increase redemption rates of smart irrigation controller rebates and installations.

Mr. Fabris said that on March 10, 2021, staff issued a request for proposal to four public outreach consulting firms: 1) Fiona Hutton & Associates, 2) Gigasavvy, 3) Idea Hall, and 4) Sukle Advertising and Design, offering them the opportunity to work with staff to develop and implement a 2021-2022 Water Use Efficiency Outreach Campaign for IRWD. He said that Fiona Hutton & Associates declined to participate. He said that Gigasavvy, Idea Hall and Sukle submitted proposals, and that staff recommends that Sukle be selected to implement the proposed 2021-2022 campaign. Since 2016, IRWD has retained Sukle for water efficiency outreach through a series of Professional Service Agreements. Public Affairs and Water Efficiency Department staff have been highly satisfied with the firm's work. Key strengths of Sukle's 2021-2022 proposal include: 1) an inspiring approach and method for taking IRWD's water efficiency outreach to the next level, particularly by re-imagining water efficiency workshops as multi-media experiences provided to tens of thousands of targeted customers, and a vision to redesign RightScape.com into an engaging hub that will help customers transform their yards;

2) an outstanding principal and technical leads, with a five-year record of delivering top-quality work to IRWD; 3) deep knowledge of IRWD issues, values, and customer relationships, with a clear understanding of IRWD's objectives; 4) extensive relevant experience in water-efficiency outreach for IRWD and other water-industry clients; and 5) a detailed proposal that was highly responsive to the RFP that included the lowest average hourly fee of any of the applicants.

Director LaMar reported that this item was reviewed by the Water Resources Policy and Communications Committee on June 3, 2021. Following a discussion on with the Board and staff regarding developing meaningful measurements, and a potential for less residential gardening due to the changed conditions with the opening up of businesses, on MOTION by LaMar, seconded by McLaughlin and unanimously carried by a roll call vote (5-0) McLaughlin, Swan, Withers, LaMar and Reinhart voting aye, and 0 noes, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUKLE ADVERTISING & DESIGN IN THE AMOUNT OF \$1,384,000 FOR IMPLEMENTATION OF IRWD'S 2021-2022 WATER EFFICIENCY OUTREACH CAMPAIGN.

#### GENERAL MANAGER'S REPORT

General Manager Cook reported that there are no new COVID-19 cases among employees. Mr. Cook said that there is currently a lot of confusion from an employer's standpoint regarding masking as the June 3<sup>rd</sup> OSHA requirements adopted were rescinded, and on June 17<sup>th</sup> they will meet again to determine requirements. He also said that shortly thereafter, the Governor may do an Executive Order implementing the OSHA requirements immediately.

#### **COMMUNITY UPDATE**

Consultant Bruce Newell said that he has been in contact with District staff relative to a main line shutdown on July 1 in Silverado Canyon for four hours to make repairs. He further said that fire season officially begins today, and that a community meeting is scheduled in late July when he will invite IRWD staff to participate.

#### **DIRECTORS' COMMENTS**

Director LaMar reported said that he was unable to attend the CORO event and the WACO meeting. He said that he attended an ACWA Water Quality meeting, a South County Agency meeting, and several ACWA meetings.

Director McLaughlin reported that she attended a WaterReuse meeting and a WACO meeting.

Director Swan reported on his attendance at a Southern California Dialogue meeting, a MWDOC Board meeting and Committee meeting, a Newport Chamber of Commerce meeting, a WACO meeting, an OCBC Infrastructure meeting, and a UCI Economic Forecast Event.

Director Withers reported that he attended his regular meetings along with daily OCSD meetings. He suggested that a congratulatory letter be sent to MWD's new General Manager.

Director Reinhart reported that he is attending OCWD meetings, a WACO meeting, a SOCWA meeting, and a South County Agencies meeting.

#### **CLOSED SESSION**

Legal Counsel Collins said that the following Closes Session would be held this evening:

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code Section 54957.6.

Agency Designated Representatives: Paul Cook, General Manager, and Tiffany Mitcham, Director of Human Resources

*Employee Groups:* International Brotherhood of Electrical Workers (AFL-CIO) Local #47 for the General Unit and the Non-Exempt Supervisor Unit

#### **OPEN SESSION**

At 7:30 p.m. the meeting was reconvened with Directors Swan, LaMar, Withers, McLaughlin, and Reinhart present. Legal Counsel Collins said that there was no action to report.

#### **ADJOURNMENT**

Th 1		ainaaa Duaaidaa	A Dainhantadi	ourned the meetir	
There being	no further of	isiness. Presidei	ii Keinnari adi	ournea ine meeiir	19.
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APPROVED and SIGNED this 28th day of June 2021.

	President, IRVINE RANCH WATER DISTRICT
	Secretary IRVINE RANCH WATER DISTRICT
	seciently invited to invite District
APPROVED AS TO FORM:	
Claire Hervey Collins, General Counsel	
Hanson Bridgett LLP	

#### EXHIBIT "B"

#### MINUTES OF REGULAR MEETING – June 21, 2021

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President Reinhart on June 21, 2021, via teleconference pursuant to the provisions of the Governor's Executive Order N-08-21 due to COVID-19. Members of the public did not attend this meeting in person.

Directors Present: LaMar, McLaughlin, Withers, Swan, and Reinhart

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Operations Chambers, Executive Director of Finance and Administration Clary, Executive Director of Technical Services Burton, Director of Recycling Operations Zepeda, Director of Human Resources Mitcham, Senior Human Resources Analyst Srader, Secretary Bonkowski, General Counsel Collins, Special Legal Counsel Brown of Payne and Fears.

WRITTEN AND ORAL COMMUNICATIONS: None.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED: None.

#### **CLOSED SESSION**

Legal Counsel Collins said that the following Closed Session would be held:

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code Section 54957.6.

Agency Designated Representatives: Paul Cook, General Manager, and Tiffany Mitcham, Director of Human Resources

*Employee Groups:* International Brotherhood of Electrical Workers (AFL-CIO) Local #47 for the General Unit and the Non-Exempt Supervisor Unit

#### **OPEN SESSION**

At 5:20 p.m. the meeting was reconvened with Directors Swan, LaMar, Withers, McLaughlin, and Reinhart present. Legal Counsel Collins said that there was no action to report.

#### **ADJOURNMENT**

There being no further business, President Reinhart adjourned the meeting.

APPROVED and SIGNED this 28th day o	f June 2021.
	President, IRVINE RANCH WATER DISTRICT
	riesident, ikvine kanen watek district
	Secretary IRVINE RANCH WATER DISTRICT
APPROVED AS TO FORM:	
Claire Hervey Collins, General Counsel Hanson Bridgett LLP	

June 28, 2021 Prepared and

submitted by: K. Swan

Approved by: Paul A. Cook

#### CONSENT CALENDAR

#### RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

#### SUMMARY:

Pursuant to Resolution 2006-29 adopted on August 28, 2006, the following events and meetings require approval by the Board of Directors:

#### Steven LaMar

June 22 OCWD Webinar: PFAS—Encouraging Results from OCWD Study June 25

South Orange County Economic Coalition Web Broadcast: Navigating the

Waters in South Orange County

MWDOC Water Policy Forum & Dinner July 14

8<sup>th</sup> Annual Forecast Informed Reservoir Operations Workshop October 12-14

Karen McLaughlin

June 22 OCWD Webinar: PFAS—Encouraging Results from OCWD Study

Douglas Reinhart

July 14 MWDOC Water Policy Forum & Dinner

Peer Swan

July 14 MWDOC Water Policy Forum & Dinner

John Withers

June 25 South Orange County Economic Coalition Web Broadcast: Navigating the

Waters in South Orange County

July 14 MWDOC Water Policy Forum & Dinner

#### **RECOMMENDATION:**

THAT THE BOARD RATIFY/APPROVE THE MEETINGS AND EVENTS FOR STEVEN LAMAR, KAREN MCLAUGHLIN, DOUGLAS REINHART, PEER SWAN, AND JOHN WITHERS AS DESCRIBED HEREIN.

#### LIST OF EXHIBITS:

None.

8 No. 8 Board Attendance.docx

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June 28, 2021

Prepared by: J. Davis

Submitted by: R. Jacobson / C. Clary

Approved by: Paul A. Cook

#### CONSENT CALENDAR

#### MAY 2021 TREASURY REPORT

#### SUMMARY:

The following is submitted for the Board's information and approval:

- A. The May 2021 Investment Summary Report. This Investment Summary Report conforms with the 2021 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A";
- B. The Summary of Fixed and Variable Rate Debt as of May 31, 2021, as outlined in Exhibit "B";
- C. The Monthly Interest Rate Swap Summary as of May 31, 2021, as outlined in Exhibit "C";
- D. The May 31, 2021 Disbursement Summary of warrants 417885 through 418629, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$14,170,854, as outlined in Exhibit "D";
- E. The Summary of Payroll ACH payments in the total amount of \$2,131,527, as outlined in Exhibit "E"; and
- F. The Disclosure Report of Reimbursements to Board members and staff for May 2021, detailing payments or reimbursements for individual charges of \$100 or more per transaction, as outlined in Exhibit "F".

#### FISCAL IMPACTS:

As of May 31, 2021, the book value of the investment portfolio was \$396,033,673, with a 0.58% rate of return and a market value of \$396,980,039. Based on IRWD's March 31, 2021, quarterly real estate investment rate of return of 11.09%, the weighted average return for the fixed income and real estate investments was 2.67%.

As of May 31, 2021, the outstanding principal amount of fixed and variable rate debt was \$641,025,000. The monthly weighted average all-in variable rate was 0.37%. Including IRWD's weighted average fixed rate bond issues of 3.70% and the negative cash accruals from fixed payer interest rate swaps, which hedge a portion of the District's variable rate debt, the total average debt rate was 2.94%.

Payroll ACH payments totaled \$2,131,527, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for May totaled \$14,170,854.

No. 9 Treasury Report.docx

Consent Calendar: May 2021 Treasury Report

June 28, 2021

Page 2

#### **ENVIRONMENTAL COMPLIANCE:**

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

#### **COMMITTEE STATUS:**

This item was not submitted to a Committee; the investment and debt reports are submitted to the Finance and Personnel Committee monthly.

#### RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT, THE SUMMARY OF FIXED AND VARIABLE RATE DEBT, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF, APPROVE THE MAY 2021 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$2,131,527, AND APPROVE THE MAY 2021 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 417885 THROUGH 418629, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$14,170,854.

#### LIST OF EXHIBITS:

Exhibit "A" – Investment Summary Report

Exhibit "B" – Summary of Fixed and Variable Debt

Exhibit "C" – Monthly Interest Rate Swap Summary

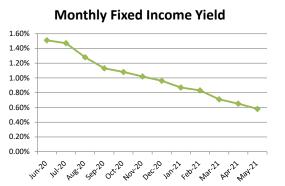
Exhibit "D" – Monthly Summary of District Disbursements

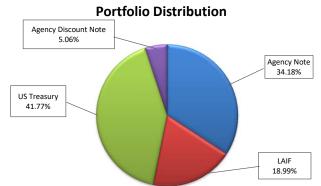
Exhibit "E" – Monthly Payroll ACH Summary

Exhibit "F" – Disclosure of Reimbursements to Board Members and Staff

Exhibit "A"

## Irvine Ranch Water District Investment Portfolio Summary May 2021





#### **Investment Summary**

Туре	PAR	Book Value	Market Value
US Treasury	165,000,000	165,519,694	165,927,100
Agency Note	135,000,000	135,519,644	135,958,300
LAIF	75,000,000	75,000,000	75,095,239
Agency Discount Note	20,000,000	19,994,335	19,999,400
Grand Total	395,000,000	396,033,673	396,980,039



#### **Top Issuers**

Issuer	PAR	% Portfolio
US Treasury	165,000,000	41.77%
State of California Tsy.	75,000,000	18.99%
Fed Home Loan Bank	65,000,000	16.46%
Fed Farm Credit Bank	65,000,000	16.46%
Fed Natl Mortgage Assoc	15,000,000	3.80%
Fed Home Loan Mortgage Corp	10,000,000	2.52%
Grand Total	395,000,000	100.00%

#### IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT

05/31/21

						05/31/21							
	Call	Initial	Maturity		INVESTMENT	INSTITUTION /	PAR	COUPON		ORIGINAL	CARRY VALUE	MARKET VALUE <sup>(1)</sup>	UNREALIZED <sup>(2)</sup>
SETTLMT	Schedule	Call	Date	Rating	TYPE	ISSUER	Amount	DISCOUNT	YIELD	COST		5/31/2021	GAIN/(LOSS)
07/24/20			06/01/21		LAIF	State of California Tsy.	\$75,000,000		0.340%	\$75,000,000.00	\$75,000,000.00	75,095,238.98	95,238.97
03/02/20	NA	NA	05/31/21	Aaa/NR/AAA	Treasury - Note	US Treasury	10,000,000	2.125%	1.186%	10,115,711.10	10,023,142.22	10,000,000.00	(23,142.22)
06/11/20	NA	NA	06/09/21	NR	FHLB - Discount Note	Fed Home Loan Bank	5,000,000	0.190%	0.193%	4,990,420.85	4,999,788.89	5,000,000.00	211.11
09/18/19	NA	NA	06/11/21	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	2.250%	1.786%	5,039,300.00	5,000,621.84	5,003,050.00	2,428.16
01/16/20	NA	NA	06/30/21	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.125%	1.594%	4,966,406.25	4,998,165.31	5,004,400.00	6,234.69
12/31/20	NA	NA	07/01/21	Aaa/NR/AAA	Treasury - Bill	US Treasury	10,000,000	0.090%	0.090%	9,995,450.00	9,999,250.00	9,999,900.00	650.00
01/19/21	NA	NA	07/15/21	Aaa/NR/AAA	Treasury - Bill	US Treasury	5,000,000	0.075%	0.076%	4,998,156.25	4,999,541.67	4,999,950.00	408.33
07/26/19	NA	NA	07/19/21	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.875%	1.927%	4,995,000.00	4,999,668.51	5,012,000.00	12,331.49
08/13/20	NA	NA	08/12/21	NR	FFCB - Discount Note	Fed Farm Credit Bank	10,000,000	0.140%	0.142%	9,985,844.44	9,997,200.00	9,999,800.00	2,600.00
08/13/20	NA	NA	08/13/21	Aaa/NR/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.125%	0.133%	9,999,220.00	9,999,844.00	10,000,800.00	956.00
08/01/19	NA	NA	08/31/21	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.125%	1.816%	4,929,687.50	4,991,592.07	5,013,650.00	22,057.93
03/10/21	NA	NA	09/09/21	NR	Treasury - Bill	US Treasury	10,000,000	0.045%	0.046%	9,997,712.50	9,998,475.00	9,999,700.00	1,225.00
09/17/20	NA	NA	09/17/21	NA	FHLB - Note	Fed Home Loan Bank	5,000,000	0.125%	0.132%	4,999,660.00	4,999,899.40	5,000,850.00	950.60
08/13/20	NA	NA	09/30/21	Aaa/AA+/NR	Treasury - Note	US Treasury	10,000,000	1.125%	0.133%	10,112,109.38	10,032,845.61	10,036,100.00	3,254.39
09/30/20	NA	NA	09/30/21	NA	FHLB - Note	Fed Home Loan Bank	10,000,000	0.125%	0.122%	10,000,336.80	10,000,111.65	10,001,400.00	1,288.35
08/13/20	NA	NA	10/07/21	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	1.375%	0.143%	10,141,500.00	10,043,123.81	10,047,000.00	3,876.19
10/11/19	NA	NA	10/15/21	Aaa/AA+/NR	Treasury - Note	US Treasury	5,000,000	2.875%	1.540%	5,131,640.63	5,024,357.99	5,052,750.00	28,392.01
10/22/19	NA	NA	10/15/21	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.400%	1.642%	4,976,500.00	4,995,585.64	5,025,150.00	29,564.36
10/29/20	NA	NA	10/19/21	Aaa/NR/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.125%	0.127%	9,999,800.00	9,999,921.13	10,002,100.00	2,178.87
10/27/20	NA	NA	10/26/21	NR	FFCB - Discount Note	Fed Farm Credit Bank	5,000,000	0.130%	0.132%	4,993,427.78	4,997,345.83	4,999,600.00	2,254.17
11/05/19	NA	NA	11/15/21	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	2.875%	1.610%	5,125,585.94	5,028,303.44	5,064,050.00	35,746.56
11/08/19	NA	NA	11/30/21	Aaa/AA+/NR	Treasury - Note	US Treasury	5,000,000	1.750%	1.680%	5,007,031.25	5,001,699.45	5,042,200.00	40,500.55
03/17/21	NA	NA	11/30/21	Aaa/AA+/NR	Treasury - Note	US Treasury	5,000,000	1.875%	0.057%	5,064,120.00	5,048,959.84	5,045,300.00	(3,659.84)
09/28/20	NA	NA	12/03/21	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.150%	0.120%	5,001,765.00	5,000,757.60	5,002,300.00	1,542.40
10/30/20	NA	NA	12/15/21	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	2.625%	0.127%	5,140,429.69	5,067,310.58	5,069,750.00	2,439.42
04/23/20	NA	NA	12/20/21	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	1.625%	0.309%	10,217,480.00	10,086,489.57	10,087,300.00	810.43
11/25/19	NA	NA	12/31/21	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	2.000%	1.619%	5,039,062.50	5,010,847.87	5,056,250.00	45,402.13
05/26/21	NA	NA	01/11/22	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	2.625%	0.031%	5,081,057.95	5,078,943.39	5,079,150.00	206.61
11/25/19	NA	NA	01/13/22	Aaa/NA/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	2.375%	1.635%	5,077,250.00	5,022,382.69	5,072,050.00	49,667.31
08/14/20	NA	NA	01/13/22	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	2.375%	0.147%	5,157,297.23	5,068,760.49	5,072,050.00	3,289.51
03/08/19	NA	NA	01/15/22	Aaa/AA+/NR	Treasury - Note	US Treasury	5,000,000	2.500%	2.460%	5,005,468.75	5,001,194.32	5,075,800.00	74,605.68
12/19/19	NA	NA	01/31/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.875%	1.641%	5,024,218.75	5,007,634.85	5,060,150.00	52,515.15
03/21/19	NA	NA	02/03/22	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	2.030%	2.361%	4,954,350.00	4,989,261.38	5,065,100.00	75,838.62
12/19/19	NA	NA	02/15/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	2.500%	1.652%	5,089,453.13	5,029,364.21	5,086,350.00	56,985.79
11/13/20	NA	NA	02/28/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.875%	0.139%	5,112,304.69	5,064,717.96	5,067,950.00	3,232.04
11/19/20	NA	NA	02/28/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.750%	0.126%	5,103,710.94	5,060,535.14	5,063,100.00	2,564.86
03/08/19	NA	NA	03/11/22	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	2.500%	2.549%	5,002,750.00	5,000,708.14	5,095,200.00	94,491.86
12/23/20	NA	NA	03/22/22	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.090%	0.090%	10,000,000.00	10,000,000.00	10,000,800.00	800.00
12/19/19	NA	NA	03/31/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.875%	1.645%	5,025,585.94	5,009,306.77	5,075,000.00	65,693.23
04/30/21	NA	NA	03/31/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	0.375%	0.056%	5,014,648.44	5,013,249.19	5,012,700.00	(549.19)
02/21/20	NA	NA	04/14/22	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.400%	1.414%	4,998,500.00	4,999,258.62	5,056,450.00	57,191.38
04/23/20	NA	NA	04/21/22	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	1.580%	0.320%	10,250,200.00	10,114,102.20	10,131,400.00	17,297.80
04/22/21	NA	NA	06/30/22	Aaa/NR/AAA	Treasury - Note	US Treasury	10,000,000	0.125%	0.082%	10,005,078.13	10,004,610.10	10,003,500.00	(1,110.10)
04/30/21	NA	NA	06/30/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	0.125%	0.082%	5,002,539.06	5,002,348.33	5,001,750.00	(598.33)
05/28/21	NA	NA	06/30/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	0.125%	0.064%	5,003,320.31	5,003,286.94	5,001,750.00	(1,536.94)
05/20/21	NA	NA	06/30/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	1.750%	0.065%	5,093,750.00	5,090,979.06	5,089,250.00	(1,729.06)
01/15/20	NA	NA	07/15/22	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.600%	1.594%	5,000,750.00	5,000,336.35	5,083,650.00	83,313.65
04/28/21	NA	NA	08/31/22	Aaa/NR/NR	Treasury - Note	US Treasury	5,000,000	0.125%	0.102%	5,001,562.50	5,001,454.08	5,001,750.00	295.92
04/28/21	NA	NA	09/09/22	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	2.000%	0.112%	5,128,632.30	5,119,867.77	5,120,500.00	632.23
04/22/21	NA	NA	10/31/22	Aaa/NR/AAA	Treasury - Note	US Treasury	10,000,000	0.125%	0.110%	10,002,343.75	10,004,909.82	10,002,700.00	(2,209.82)
05/20/21	NA	NA	11/30/22	Aaa/NR/AAA	Treasury - Note	US Treasury	5,000,000	0.125%	0.103%	5,001,647.15	5,001,611.79	5,001,350.00	(261.79)

#### IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT

#### 05/31/21

SETTLMT	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT YIELD	ORIGINAL COST	CARRY VALUE	MARKET VALUE <sup>(1)</sup> 5/31/2021	UNREALIZED <sup>(2)</sup> GAIN/(LOSS)
SUB-TOTAL							\$395,000,000	<del>-</del> =	\$397,099,776.88	\$396,033,672.52	\$396,980,038.98	\$946,366.46
TOTAL INVI	ESTMENTS						\$395,000,000		\$397,099,776.88	\$396,033,672.52	\$396,980,038.98	\$946,366.46
1011121111							4373,000,000	=	\$371,077,770.00	\$270,023,072122	\$3,0,500,030,50	\$710,500110
					Petty Cash Ck Balance	Bank of America	ECI	0.19%	3,400.00 21,143,898.28 \$418,247,075.16			
(1)								Outstanding Variable Rate				
			•	as reported by LAIF York ("Trading Pr				\$249,300,000 \$189,300,000				
and/or broker dea		iiiiiieu usii	ig balik of New	TOIK ( Trading F1	ices ), Bloomberg		Net Outstanding Variable Rate Debt (Less \$60 million fixed-payer swaps) Investment Balance:					
	(2) Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers							\$418,247,075 221%				
(3) Real estate rate	of return is ba	sed on mo	st recent quarter	r end return				Portfolio - Average Numb	per of Days To Maturity			170
										Investment	Real Estate <sup>(3)</sup>	Weighted Avg.
										Portfolio	Portfolio	Return
									May	0.58%	11.09%	2.67%
This Investment S	Summary Repo	rt is in cor	formity with th	e 2021 Investment	Policy				April	0.65%	11.09%	2.75%
-	ficient liquidity	to meet th	e next six mont	hs estimated expend	ditures.				Change	-0.07%		-0.08%
*S - Step up												

## IRVINE RANCH WATER DISTRICT SUMMARY OF MATURITIES

#### 05/31/21

DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Municipal Bonds	US Treasury
05/21	\$85,000,000	21.52%	\$75,000,000				10,000,000
06/21	15,000,000	3.80%		5,000,000	5,000,000		5,000,000
07/21	20,000,000	5.06%		5,000,000			15,000,000
08/21	25,000,000	6.33%		10,000,000	10,000,000		5,000,000
09/21	35,000,000	8.86%		15,000,000			20,000,000
10/21	35,000,000	8.86%		25,000,000	5,000,000		5,000,000
11/21	15,000,000	3.80%		-			15,000,000
12/21	25,000,000	6.33%		15,000,000			10,000,000
01/22	25,000,000	6.33%		15,000,000			10,000,000
02/22	20,000,000	5.06%		5,000,000			15,000,000
03/22	25,000,000	6.33%		15,000,000			10,000,000
04/22	15,000,000	3.80%		15,000,000			
SUB-TOTAL	\$340,000,000	86.08%	\$75,000,000	\$125,000,000	20,000,000		\$120,000,000
13 Months - 3 YEARS							
5/01/2022 - 7/31/2022	30,000,000	7.59%		5,000,000			25,000,000
08/01/2022 - 10/31/2022	20,000,000	5.06%		5,000,000			15,000,000
11/01/2022 +	5,000,000	1.27%					5,000,000
	-						
	-						
	-						
	-						
	-						
	-						
TOTALS	\$395,000,000	100.00%	\$75,000,000	\$135,000,000	\$20,000,000		\$165,000,000

% OF PORTFOLIO 18.99% 34.18% 5.06% 41.77%

## Irvine Ranch Water District Summary of Real Estate - Income Producing Investments 3/31/2021

	ACQUISITION DATE	PROPERTY TYPE	OWNERSHIP INTEREST	(	ORIGINAL COST	MA	ARKET VALUE 6/30/2020	ANNUALIZED RATE OF RETURN QUARTER ENDED 3/31/2021
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$	43,550,810	\$	152,340,625	19.69%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$	6,000,000	\$	30,432,947	8.51%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$	5,739,845	\$	11,964,600	11.05%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$	8,630,577	\$	9,363,600	6.61%
Sand Canyon Professional Center - Medical Office	Jul-12	Medical Office	Fee Simple	\$	8,648,594	\$	11,444,400	9.25%
Sand Canyon Professional Center - General Office	Sep-20	Office Building	Fee Simple	\$	25,985,968	\$	28,770,000	-0.64%
Total - Income Properties				\$	98,555,794	\$	244,316,172	11.09%

### IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT INVESTMENT ACTIVITY

May-21

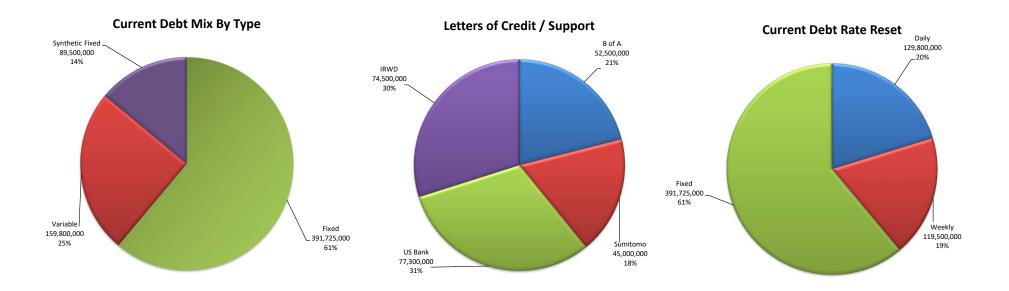
#### MATURITIES/SALES/CALLS

#### **PURCHASES**

				Settlement				YIELD TO
DATE	SECURITY TYPE	PAR	YIELD	Date	Maturity Date	SECURITY TYPE	PAR	MATURITY
5/7/2021	FFCB - Note	\$5,000,000	0.15%	5/20/2021	6/30/2022	US Treasury	\$5,000,000	0.06%
5/15/2021	US Treasury	\$5,000,000	1.76%	5/20/2021	11/30/2022	US Treasury	\$5,000,000	0.10%
5/26/2021	FHLMC - Note	\$5,000,000	0.27%	5/26/2021	1/11/2022	FNMA - Note	\$5,000,000	0.03%
5/26/2021	FHLMC - Note	\$5,000,000	0.30%	5/28/2021	6/30/2022	US Treasury	\$5,000,000	0.06%
5/27/2021	FHLB - Discount Note	\$5,000,000	0.08%					

Exhibit "B"

## Irvine Ranch Water District Summary of Fixed and Variable Rate Debt May 2021



#### **Outstanding Par by Series**

Series	Issue Date	Maturity Date	Remaining Principal	Percent	Letter of Credit/Support	Rmkt Agent	Mode	Reset
Series 1993	05/19/93	04/01/33	\$24,800,000	3.87%	US Bank	BAML	Variable	Daily
Series 2008-A Refunding	04/24/08	07/01/35	\$45,000,000	7.02%	Sumitomo	BAML	Variable	Weekly
Series 2011-A-1 Refunding	04/15/11	10/01/37	\$44,700,000	6.97%	IRWD	Goldman	Variable	Weekly
Series 2011-A-2 Refunding	04/15/11	10/01/37	\$29,800,000	4.65%	IRWD	Goldman	Variable	Weekly
Series 2009 - A	06/04/09	10/01/41	\$52,500,000	8.19%	US Bank	US Bank	Variable	Daily
Series 2009 - B	06/04/09	10/01/41	\$52,500,000	8.19%	B of A	Goldman	Variable	Daily
2016 COPS	09/01/16	03/01/46	\$113,325,000	17.68%	N/A	N/A	Fixed	Fixed
2010 Build America Taxable Bond	12/16/10	05/01/40	\$175,000,000	27.30%	N/A	N/A	Fixed	Fixed
Series 2016	10/12/16	02/01/46	\$103,400,000	16.13%	N/A	N/A	Fixed	Fixed
Total			\$641,025,000	100.00%				

#### IRVINE RANCH WATER DISTRICT

#### **SUMMARY OF FIXED & VARIABLE RATE DEBT**

May-21

ITN
Daily
Weekly

	GE	ENERAL BO	OND INFORMA	TION			LETTER OF CREDIT INFORMATION								TRUSTEE INFORMATION					
VARIABLE RATE ISSUES	Issue Date	Maturity Date	Principal Payment Date	Payment Date	Original Par Amount	Remaining Principal	Letter of Credit	Reimbursment Agreement Date		MOODYS	S&P	FITCH	LOC Stated Amount	LOC Fee	Annual LOC Cost	Rmkt Agent	Reset	Rmkt Fees	Annual Cost	Trustee
SERIES 1993	05/19/93	04/01/33	Apr 1	5th Bus. Day	\$38,300,000	\$24,800,000	US BANK	05/07/15	12/15/21	Aa3/VMIG1	AA-/A-1+	N/R	\$25,134,290	0.3300%	\$82,943	BAML	DAILY	0.10%	\$24,800	BANK OF NY
SERIES 2008-A Refunding	04/24/08	07/01/35	Jul 1	5th Bus. Day	\$60,215,000	\$45,000,000	SUMITOMO	04/01/11	06/21/21	A1/P-1	A/A-1	A/F1	\$45,665,753	0.3150%	\$143,847	BAML	WED	0.07%	\$31,500	BANK OF NY
SERIES 2011-A-1 Refunding	04/15/11	10/01/37	Oct 1	1st Bus. Day	\$60,545,000	\$44,700,000	N/A	N/A	N/A	Aa1/VMIG1	A-1+	AAA/F1+	N/A	N/A	N/A	Goldman	WED	0.13%	\$55,875	BANK OF NY
SERIES 2011-A-2 Refunding	04/15/11	10/01/37	Oct 1	1st Bus. Day	\$40,370,000	\$29,800,000	N/A	N/A	N/A	Aa1/VMIG1	A-1+	AAA/F1+	N/A	N/A	N/A	Goldman	WED	0.13%	\$37,250	BANK OF NY
SERIES 2009 - A	06/04/09	10/01/41	Oct 1	1st Bus. Day	\$75,000,000	\$52,500,000	US BANK	04/01/11	12/15/21	Aa2/VMIG 1	AA-/A-1+	AA/F1+	\$53,086,849	0.3300%	\$175,187	US Bank	DAILY	0.07%	\$36,750	US BANK
SERIES 2009 - B	06/04/09	10/01/41	Oct 1	1st Bus. Day	\$75,000,000	\$52,500,000	B of A	04/01/11	05/16/22	Aa2/VMIG 1	A/A-1	A1/F1+	\$53,086,849	0.3000%	\$159,261	Goldman	DAILY	0.10%	\$52,500	US BANK

\$349,430,000 \$249,300,000 SUB-TOTAL VARIABLE RATE DEBT \$176,973,742 0.3171% \$561,237 0.10% \$238,675 (Wt. Avg) (Wt. Avg) FIXED RATE ISSUES 2010 GO Build America Taxable Bonds 12/16/10 05/01/40 May (2025) May/Nov \$175,000,000 \$175,000,000 N/A N/A N/A Aa1 AAA NR N/A N/A N/A N/A N/A N/A N/A US BANK 2016 COPS 09/01/16 03/01/46 Mar 1 Mar/Sept \$116,745,000 \$113,325,000 N/A N/A N/A NR AAA AAA N/A N/A N/A N/A N/A N/A N/A US BANK Feb/Aug \$103,400,000 \$103,400,000 SERIES 2016 10/12/16 02/01/46 Feb (2022) N/A N/A N/A NR AAA AAA N/A N/A N/A N/A N/A N/A N/A BANK OF NY

\$395,145,000 \$391,725,000 SUB-TOTAL FIXED RATE DEBT

\$744,575,000 \$641,025,000 TOTAL- FIXED & VARIABLE RATE DEBT

Remark	keting Agents		GO VS COP's					
Goldman	127,000,000	51%	GO:	527,700,000	82%			
BAML	69,800,000	28%	COPS:	113,325,000	18%			
US Bank	52,500,000	21%	Total	641,025,000				
	249,300,000							

LOC	Banks	Breakdown Betwe	Breakdown Between Variable & Fixed Rate Mode						
		Daily Issues	129,800,000	20%					
SUMITOMO	45,000,000	Weekly Issues	45,000,000	7%					
BANK OF AMERICA	52,500,000	ITN Issues	74,500,000	12%					
US BANK	77,300,000	Sub-Total	249,300,000						
	174,800,000								
		Fixed Rate Issues	\$391,725,000	61%					
		Sub-Total - Fixed	391,725,000						
		TOTAL DEBT							
		FIXED & VAR.	641,025,000	100%					

#### IRVINE RANCH WATER DISTRICT SUMMARY OF DEBT RATES May-21

Rmkt Agent	GOLDMAN	GOLDMAN	GOLDMAN	MERRILI	L LYNCH	US BANK
Mode	DAILY	WEEKLY	WEEKLY	DAILY	WEEKLY	DAILY
Bond Issue	2009 - B	2011 A-1	2011 A-2	1993	2008-A	2009-A
Par Amount	52,500,000	44,700,000	29,800,000	24.800.000	45,000,000	52,500,000
Bank	BOFA	(SIFMA + 3)	(SIFMA + 3)	US BANK	Sumitomo	US BANK
Reset		Wednesday	Wednesday		Wednesday	
			-	•		•
5/1/2021	0.02%	0.09%	0.09%	0.02%	0.07%	0.03%
5/2/2021	0.02%	0.09%	0.09%	0.02%	0.07%	0.03%
5/3/2021	0.01%	0.09%	0.09%	0.01%	0.07%	0.02%
5/4/2021	0.01%	0.09%	0.09%	0.01%	0.07%	0.01%
5/5/2021	0.01%	0.09%	0.09%	0.01%	0.07%	0.01%
5/6/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/7/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/8/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/9/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/10/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/11/2021	0.01%	0.08%	0.08%	0.01%	0.07%	0.01%
5/12/2021	0.02%	0.08%	0.08%	0.01%	0.07%	0.02%
5/13/2021	0.02%	0.10%	0.10%	0.05%	0.09%	0.04%
5/14/2021	0.02%	0.10%	0.10%	0.05%	0.09%	0.04%
5/15/2021	0.02%	0.10%	0.10%	0.05%	0.09%	0.04%
5/16/2021	0.02%	0.10%	0.10%	0.05%	0.09%	0.04%
5/17/2021	0.02%	0.10%	0.10%	0.03%	0.09%	0.03%
5/18/2021	0.01%	0.10%	0.10%	0.02%	0.09%	0.03%
5/19/2021	0.01%	0.10%	0.10%	0.01%	0.09%	0.03%
5/20/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.03%
5/21/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.02%
5/22/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.02%
5/23/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.02%
5/24/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.01%
5/25/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.01%
5/26/2021	0.01%	0.10%	0.10%	0.01%	0.08%	0.01%
5/27/2021	0.01%	0.08%	0.08%	0.01%	0.06%	0.01%
5/28/2021	0.01%	0.08%	0.08%	0.01%	0.06%	0.01%
5/29/2021	0.01%	0.08%	0.08%	0.01%	0.06%	0.01%
5/30/2021	0.01%	0.08%	0.08%	0.01%	0.06%	0.01%
5/31/2021	0.01%	0.08%	0.08%	0.01%	0.06%	0.01%
Avg Interest Rates	0.01%	0.09%	0.09%	0.02%	0.08%	0.02%
Rmkt Fee	0.10%	0.13%	0.13%	0.10%	0.07%	0.07%
LOC Fee	0.30%			0.33%	0.32%	0.33%
All-In Rate	0.41%	0.22%	0.22%	0.45%	0.46%	0.42%
Par Amount	97	7,200,000	29,800,000	69,80	0,000	52,500,000

	Percent of		Par	Weighted All-In		Base Rate
Interest Rate Mode	Total Variable Rate Debt		Outstanding	Average Rate		Average
Daily	52.07%		129,800,000	0.42%		0.02%
Weekly	47.93%		119,500,000	0.31%		0.08%
	100.00%	\$	249,300,000	0.37%		0.05%
Fixed						
COPS 2016	28.93%		113,325,000	2.90%		
BABS 2010	44.67%		175,000,000	4.44%	(1)	
SERIES 2016	26.40%		103,400,000	3.32%		
	100.00%	\$	391,725,000	3.70%		
All-In Debt Rate Inclu	ding \$60 Million Notic	onal A	mount of Swaps			2.94%

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#### Exhibit "C"

## Irvine Ranch Water District Interest Rate Swap Summary May 2021

	Prior Mo.	Current Mo.	12-Mo Avg
LIBOR Avg %	0.11%	0.10%	0.14%

		Curre	nt Fiscal Yea	r Active Swaps				Cash Flow			(Since 3/07)	Since 3/07) Mark to Marke		
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Туре	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Net Accrual	Current Mark to Market	Notional Difference	
	Fixed Paye	er Swaps - By	Effective Da	ite										
3/10/2007	3/10/2029	7.8	ML	30,000,000	FXP	LIBOR	5.687%	(134,711)	(144,329)	(1,529,993)	(19,623,907)	19,879,588	(10,120,412)	
3/10/2007	3/10/2029	7.8	CG	30,000,000	FXP	LIBOR	5.687%	(134,711)	(144,329)	(1,529,993)	(19,623,907)	19,881,072	(10,118,928)	
Totals/Weighte	ed Avgs	7.8		\$ 60,000,000			5.687%	\$ (269,422)	\$ (288,657)	\$ (3,059,986)	\$ (39,247,813)	\$ 39,760,660	\$ (20,239,340)	
Total Current Active Swaps				\$ 60,000,000				\$ (269,422)	\$ (288,657)	\$ (3,059,986)	\$ (39,247,813)	\$ 39,760,660	\$ (20,239,340)	

	Current Fiscal Year Terminated Swaps										
	Maturity		Counter			Base					
Effective Date	Date		Party	Notional Amt	Type	Index	Fixed Rate				

Cash Flow								
Prior	Current		Cumulative					
Month	Month	Fiscal YTD	Net Accrual					

Mark to Market						
Current Mark to Market	Notional					
Market	Difference					

**Total Current Year Terminated Swaps** 

\$ -

- \$ - \$ - -

- \$

Mark to Market

Current Mark to Notional

Current Fiscal Year - Total Swaps

Cash Flow
Prior Current Cumulative
Month Month Fiscal YTD Net Accrual

Market Difference

Total Current Year Active & Terminated Swaps

60,000,000

**\$** (269,422) **\$** (288,657) **\$** (3,059,986) **\$** (39,247,813) **\$** 

39,760,660 \$

Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt

Cash Flow to Date

Synthetic Fixed = \$54,323,909

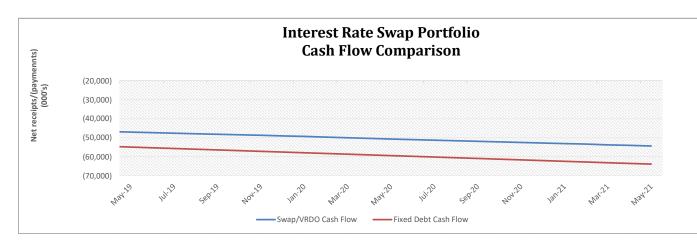
Fixed Rate = \$63,844,726

Assumptions:

- Fixed rate debt issued at 4.93% in Mar-07

(estimated TE rate - Bloomberg)

 'Synthetic' includes swap cash flow + interest + fees to date



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#### Exhibit "D"

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
417885	6-May-21	Garcia, Alejandro (Alex)	200.00	IRWD Check	Negotiable
417886	6-May-21	Perez, Cesar (Cesar)	200.00	IRWD Check	Reconciled
417887	6-May-21	A&Y ASPHALT CONTRACTORS, INC.	9,737.00	IRWD Check	Reconciled
417888	6-May-21	ABM INDUSTRY GROUPS, LLC	12,249.34	IRWD Check	Reconciled
417889	•	ACCUSOURCE, INC.	359.08	IRWD Check	Reconciled
417890	•	ADS CORP.	2,661.00	IRWD Check	Reconciled
417891	6-May-21	AECOM TECHNICAL SERVICES, INC.	140,713.00	IRWD Check	Reconciled
417892	6-May-21	AFLAC	2,227.70	IRWD Check	Reconciled
417893	6-May-21	AGILENT TECHNOLOGIES, INC.	1,061.30	IRWD Check IRWD Check	Reconciled
417894 417895	•	AIRGAS, INC.	1,406.92	IRWD Check	Reconciled Reconciled
417896	6-May-21 6-May-21	AIRKINETICS, INC ALEXANDER'S CONTRACT SERVICES, INC.	6,960.00 125,671.00	IRWD Check	Reconciled
417897	6-May-21	•	85,958.90	IRWD Check	Reconciled
417898	6-May-21	AM CONSERVATION GROUP, INC.	96.93	IRWD Check	Reconciled
417899	6-May-21	·	1,547.49	IRWD Check	Reconciled
417900	6-May-21	·	5,725.84	IRWD Check	Reconciled
417901	6-May-21	AMWINS GROUP BENEFITS INC.	3,924.84	IRWD Check	Reconciled
417902	6-May-21	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	39,577.75	IRWD Check	Reconciled
417903	6-May-21	AT&T	60.31	IRWD Check	Reconciled
417904	6-May-21	AT&T	4,783.37	IRWD Check	Reconciled
417905	6-May-21	ATHENS SERVICES	9,906.97	IRWD Check	Reconciled
417906	6-May-21	AUSTIN HARDWOODS, INC	171.86	IRWD Check	Reconciled
417907	6-May-21	AUTOZONE PARTS, INC.	353.94	IRWD Check	Reconciled
417908	6-May-21	BADGER METER INC.	97,750.80	IRWD Check	Reconciled
417909	6-May-21	BIGWIG MONSTER, LLC	12,900.00	IRWD Check	Negotiable
417910	6-May-21	BILL'S SWEEPING SERVICE INC	1,194.00	IRWD Check	Reconciled
417911	6-May-21	BROWN AND CALDWELL	9,904.25	IRWD Check	Reconciled
417912	6-May-21	BURKE, WILLIAMS & SORENSEN, LLP	97.50	IRWD Check	Reconciled
417913	6-May-21	C WELLS PIPELINE MATERIALS INC	9,586.79	IRWD Check	Reconciled
417914 417915	6-May-21 6-May-21	·	15,020.00 41.82	IRWD Check IRWD Check	Reconciled Reconciled
417916	6-May-21	CC DIXON TRUST - CHARLENE DIXON, TRUSTEE	10,000.00	IRWD Check	Reconciled
417917	6-May-21	CHAIREL CUSTOM HAY, INC.	6,852.69	IRWD Check	Reconciled
417918	6-May-21	CHO DESIGN ASSOCIATES, INC	750.00	IRWD Check	Reconciled
417919	6-May-21	CITY OF IRVINE	2,522.35	IRWD Check	Reconciled
417920	6-May-21	CITY OF LAKE FOREST	15,000.00	IRWD Check	Reconciled
417921	6-May-21	CITY OF NEWPORT BEACH	1,684.39	IRWD Check	Reconciled
417922	6-May-21	CITY OF ORANGE	206.30	IRWD Check	Reconciled
417923	6-May-21	CLARIS STRATEGY INC.	5,527.50	IRWD Check	Reconciled
417924	6-May-21	CLEAN ENERGY	5,051.41	IRWD Check	Reconciled
417925	6-May-21	COLONIAL LIFE & ACCIDENT INSURANCE CO.	1,103.26	IRWD Check	Reconciled
417926	6-May-21	CONSTELLATION NEWENERGY, INC.	60,737.60	IRWD Check	Reconciled
417927	•	COUNTY OF ORANGE	149.63	IRWD Check	Reconciled
417928	•	COX COMMUNICATIONS, INC.	275.46	IRWD Check	Reconciled
417929	-	D & H WATER SYSTEMS INC.	630.31	IRWD Check	Reconciled
417930	6-May-21		5,720.00	IRWD Check	Reconciled
417931	6-May-21		10,743.63	IRWD Check	Reconciled
417932	6-May-21	•	182.00	IRWD Check	Reconciled
417933 417934	6-May-21 6-May-21		2,250.00 1,347.50	IRWD Check IRWD Check	Reconciled Reconciled
417935	6-May-21		9,490.56	IRWD Check	Reconciled
417936	6-May-21		363.01	IRWD Check	Reconciled
417937	6-May-21	EISEL ENTERPRISES INC	24,860.41	IRWD Check	Reconciled
417938	6-May-21	ENVIRONMENTAL RESOURCE ASSOCIATES	1,645.40	IRWD Check	Reconciled
417939	6-May-21		9,900.00	IRWD Check	Reconciled
417940	-	EUROFINS CALSCIENCE, LLC	1,722.00	IRWD Check	Reconciled
417941	6-May-21	•	4,882.27	IRWD Check	Reconciled
417942	•	FARRELL & ASSOCIATES	5,263.48	IRWD Check	Reconciled
417943	6-May-21	FASTBLUE COMMUNICATIONS INC.	1,917.00	IRWD Check	Reconciled
417944	6-May-21	FEDEX	229.11	IRWD Check	Reconciled
417945	6-May-21	FEDEX NATIONAL LTL, INC	232.96	IRWD Check	Reconciled
417946	6-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	6,859.76	IRWD Check	Reconciled
417947	6-May-21		865.55	IRWD Check	Reconciled
417948	6-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	153.24	IRWD Check	Reconciled

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
417949	6-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	201.45	IRWD Check	Reconciled
417950	6-May-21	FIRST CHOICE SERVICES	76.94	IRWD Check	Reconciled
417951	6-May-21	FISERV SOLUTIONS, LLC	275.00	IRWD Check	Reconciled
417952	6-May-21	FISHER SCIENTIFIC COMPANY LLC	8,515.92	IRWD Check	Reconciled
417953	6-May-21	FLEET SOLUTIONS LLC	6,307.20	IRWD Check	Reconciled
417954	6-May-21	FLUKE CORPORATION	190.27	IRWD Check	Reconciled
417955	6-May-21	FLW, INC.	12,449.73	IRWD Check	Reconciled
417956	6-May-21	FORESTRY SUPPLIERS INC	124.51	IRWD Check	Reconciled
417957	6-May-21	FRANCHISE TAX BOARD	1,991.98	IRWD Check IRWD Check	Negotiable
417958	6-May-21	FRONTIER CALIFORNIA INC.	294.33 24,773.81	IRWD Check	Reconciled Reconciled
417959 417960	6-May-21		107.53	IRWD Check	Reconciled
417961	6-May-21 6-May-21	GANAHL LUMBER CO. GEORGE HILLS COMPANY, INC.	288.00	IRWD Check	Reconciled
417962	6-May-21	•	4,205.37	IRWD Check	Reconciled
417963	6-May-21	GRANICUS, LLC	960.00	IRWD Check	Reconciled
417964	6-May-21	GRAYBAR ELECTRIC COMPANY	8,910.02	IRWD Check	Reconciled
417965	6-May-21	GSE CONSTRUCTION CO., INC	305,454.45	IRWD Check	Reconciled
417966	6-May-21	HAAKER EQUIPMENT COMPANY	993.04	IRWD Check	Reconciled
417967	6-May-21		1,183.00	IRWD Check	Reconciled
417968	6-May-21	HACH COMPANY	6,901.44	IRWD Check	Reconciled
417969	6-May-21	HADRONEX, INC.	14,038.74	IRWD Check	Reconciled
417970	6-May-21	HARPER & ASSOCIATES ENGINEERING INC	1,520.00	IRWD Check	Reconciled
417971	6-May-21	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY	72.30	IRWD Check	Reconciled
417972	6-May-21	HELIX ENVIRONMENTAL PLANNING, INC.	40.66	IRWD Check	Reconciled
417973	6-May-21	HELPMATES STAFFING SERVICES	2,650.40	IRWD Check	Reconciled
417974	6-May-21	HI-LINE INC	1,961.83	IRWD Check	Reconciled
417975	6-May-21	HILL BROTHERS CHEMICAL COMPANY	6,273.65	IRWD Check	Reconciled
417976	6-May-21	HOME DEPOT USA INC	1,518.20	IRWD Check	Reconciled
417977	6-May-21	HOMISCO, INC. AND SUBSIDIARY	2,966.25	IRWD Check	Reconciled
417978	6-May-21	HOPKINS TECHNICAL PRODUCTS INC	9,973.56	IRWD Check	Reconciled
417979	6-May-21	HUMANA INSURANCE COMPANY	65.30	IRWD Check	Reconciled
417980	6-May-21	ICP DAS USA INC	7,012.98	IRWD Check	Reconciled
417981	6-May-21	IDEXX DISTRIBUTION, INC	6,135.80	IRWD Check	Reconciled
417982	6-May-21	INFOSYS LIMITED	26,880.00	IRWD Check	Reconciled
417983	6-May-21	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47	3,060.64	IRWD Check	Reconciled
417984	6-May-21	INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR	1,005.00	IRWD Check	Reconciled
417985	6-May-21	IRVINE PIPE & SUPPLY INC	203.85	IRWD Check	Reconciled
417986	6-May-21	JOHN MICHAEL COVAS	198.60	IRWD Check	Reconciled
417987	6-May-21	KIMBALL MIDWEST	609.47	IRWD Check	Reconciled
417988	6-May-21	KUTAK ROCK LLP	1,664.00	IRWD Check	Reconciled
417989	6-May-21	LA HABRA FENCE COMPANY INC	4,583.00	IRWD Check	Reconciled
417990	6-May-21	LANDCARE HOLDINGS, INC.	47,413.67	IRWD Check	Reconciled
417991	6-May-21	LILLESTRAND LEADERSHIP CONSULTING, INC.	1,320.00	IRWD Check	Reconciled
417992	6-May-21	LINDSAY POLIC CONSULTING, INC.	6,650.00	IRWD Check	Reconciled
417993	-	LU'S LIGHTHOUSE, INC.	984.18	IRWD Check	Reconciled
417994	6-May-21	LUBRICATION ENGINEERS, INC.	2,084.39	IRWD Check	Reconciled
417995	6-May-21	MARK KADESH	10,200.00	IRWD Check	Reconciled
417996 417997	6-May-21	,	1,350.00	IRWD Check	Reconciled
417998	6-May-21 6-May-21	MC MASTER CARR SUPPLY CO MCR TECHNOLOGIES INC	2,403.35 3,752.38	IRWD Check IRWD Check	Reconciled Reconciled
417999	6-May-21		23,305.00	IRWD Check	Reconciled
417999	6-May-21	•	310.87	IRWD Check	Reconciled
418001	6-May-21		9,731.00	IRWD Check	Reconciled
418001	6-May-21	MSA SAFETY INCORPORATED	890.92	IRWD Check	Reconciled
418003	6-May-21		863.68	IRWD Check	Reconciled
418004	6-May-21		819.27	IRWD Check	Reconciled
418005	6-May-21	•	11,850.00	IRWD Check	Reconciled
418006	6-May-21		3,396.78	IRWD Check	Reconciled
418007	6-May-21		2,500.00	IRWD Check	Reconciled
418008	6-May-21		187,051.38	IRWD Check	Reconciled
418009	6-May-21		155.00	IRWD Check	Reconciled
418010	6-May-21	· · · · · · · · · · · · · · · · · · ·	20,268.85	IRWD Check	Reconciled
418011	6-May-21		1,647.00	IRWD Check	Reconciled
418012	•	ORACLE AMERICA, INC.	28,245.22	IRWD Check	Reconciled
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CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
418013	6-May-21	ORANGE COUNTY AUTO PARTS CO	1,137.95	IRWD Check	Reconciled
418014	6-May-21	ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT	9,738.44	IRWD Check	Reconciled
418015	6-May-21	ORANGE COUNTY SANITATION DISTRICT	47,536.52	IRWD Check	Reconciled
418016	6-May-21	PACIFIC COAST BOLT CORP	1,193.19	IRWD Check	Reconciled
418017	6-May-21	PACIFIC PARTS & CONTROLS INC	10,496.97	IRWD Check	Reconciled
418018	6-May-21	PACIFIC RESOURCE RECOVERY	5,259.45	IRWD Check	Reconciled
418019	6-May-21	PAPER DEPOT DOCUMENT DESTRUCTION LLC	111.00	IRWD Check	Reconciled
418020	6-May-21	PAULUS ENGINEERING INC	111,210.99	IRWD Check	Reconciled
418021	6-May-21	PERS LONG TERM CARE	447.62	IRWD Check	Reconciled
418022	6-May-21	PRAXAIR DISTRIBUTION INC	1,522.18	IRWD Check	Reconciled
418023	6-May-21	PRE-PAID LEGAL SERVICES, INC.	970.03	IRWD Check	Reconciled
418024	6-May-21	PRIME CONTROLS COMPANY INC	1,627.03	IRWD Check	Reconciled
418025	6-May-21	PRUDENTIAL OVERALL SUPPLY	7,663.17	IRWD Check	Reconciled
418026 418027	6-May-21 6-May-21	PTI SAND & GRAVEL INC QUADIENT FINANCE USA, INC.	2,404.17 2,000.00	IRWD Check IRWD Check	Reconciled Reconciled
418027	6-May-21	RAM AIR ENGINEERING INC	7,686.70	IRWD Check	Reconciled
418029	6-May-21	REACH EMPLOYEE ASSISTANCE INC	1,092.00	IRWD Check	Reconciled
418030	6-May-21	RED WING SHOE STORE	2,112.39	IRWD Check	Reconciled
418031	6-May-21	RELIANCE STANDARD LIFE INSURANCE COMPANY	30,544.93	IRWD Check	Reconciled
418032	6-May-21	RENTOKIL NORTH AMERICA, INC	200.00	IRWD Check	Reconciled
418033	6-May-21	RESTEK CORPORATION	469.01	IRWD Check	Reconciled
418034	6-May-21	RINCON TRUCK CENTER INC.	51,930.69	IRWD Check	Reconciled
418035	6-May-21	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	33,894.12	IRWD Check	Reconciled
418036	6-May-21	SANTA ANA BLUE PRINT	197.71	IRWD Check	Reconciled
418037	6-May-21	SCHWEITZER ENGINEERING LABORATORIES, INC.	6,150.37	IRWD Check	Reconciled
418038	6-May-21	SHAMROCK SUPPLY CO INC	985.11	IRWD Check	Reconciled
418039	6-May-21	SIRIUS COMPUTER SOLUTIONS INC	48,436.46	IRWD Check	Reconciled
418040	6-May-21	SOUTHERN CALIFORNIA EDISON COMPANY	1,146.09	IRWD Check	Reconciled
418041	6-May-21	SOUTHERN CALIFORNIA SECURITY CENTERS, INC.	69.77	IRWD Check	Reconciled
418042	6-May-21	SOUTHERN CONTRACTING COMPANY	41,255.84	IRWD Check	Reconciled
418043	6-May-21		264.14	IRWD Check	Reconciled
418044	6-May-21	SOUTHSIDE TOWING	950.00	IRWD Check	Reconciled
418045 418046	6-May-21	SPARKLETTS SS MECHANICAL CONSTRUCTION CORR	173.98	IRWD Check IRWD Check	Reconciled Reconciled
418040	6-May-21 6-May-21	SS MECHANICAL CONSTRUCTION CORP STATE INDUSTRIAL PRODUCTS	5,790.00 496.77	IRWD Check	Reconciled
418047	6-May-21		4,307.50	IRWD Check	Reconciled
418049	6-May-21	STREAKWAVE WIRELESS, INC.	429.97	IRWD Check	Reconciled
418050	6-May-21	SUEZ TREATMENT SOLUTIONS INC.	6,233.00	IRWD Check	Reconciled
418051	6-May-21		33,911.04	IRWD Check	Reconciled
418052	6-May-21	SURF CITY OPTOMETRY	225.00	IRWD Check	Reconciled
418053	6-May-21		5,107.42	IRWD Check	Reconciled
418054	6-May-21	TAIT ENVIRONMENTAL SERVICES, INC.	5,220.68	IRWD Check	Reconciled
418055	6-May-21	TANKVISIONS, INC	30.00	IRWD Check	Reconciled
418056	6-May-21	TESTAMERICA LABORATORIES, INC.	327.50	IRWD Check	Reconciled
418057	6-May-21	TETRA TECH, INC	1,995.00	IRWD Check	Reconciled
418058	6-May-21	THOMPSON & PHIPPS INC	26,750.60	IRWD Check	Reconciled
418059	6-May-21	THYSSENKRUPP ELEVATOR CORPORATION	211.44	IRWD Check	Reconciled
418060	6-May-21	·	249.85	IRWD Check	Reconciled
418061	6-May-21		5,330.47	IRWD Check	Reconciled
418062	6-May-21		1,498.75	IRWD Check	Reconciled
418063	6-May-21		263.19	IRWD Check	Reconciled
418064	6-May-21		4,750.00	IRWD Check	Reconciled
418065	6-May-21		621.29	IRWD Check	Reconciled
418066	6-May-21		5,228.75	IRWD Check	Reconciled
418067 418068	6-May-21 6-May-21		1,503.66 784.84	IRWD Check IRWD Check	Reconciled Reconciled
418069	6-May-21		2,980.62	IRWD Check	Reconciled
418009	6-May-21	,	2,810.00	IRWD Check	Reconciled
418070	6-May-21		322.25	IRWD Check	Reconciled
418072	6-May-21		1,410.00	IRWD Check	Reconciled
418073	6-May-21		355.00	IRWD Check	Reconciled
418074	6-May-21		1,100.00	IRWD Check	Reconciled
418075	•	Justice, Jack L (Jack)	192.00	IRWD Check	Negotiable
418076	13-May-21	Mitchem, Dennis	212.80	IRWD Check	Reconciled

CHECK OR ELECTRONIC #	PAYMENT DATE	SUPPLIERS	DAYMENT ANAQUINT	PAYMENT METHOD	CTATUC
418077		Pan, Jenny W (Jenny)	PAYMENT AMOUNT 15.18	IRWD Check	Negotiable
418077	•	Silva, Constantino (Tino)	118.00	IRWD Check	Reconciled
418079	•	Zamora, Victor A	106.52	IRWD Check	Reconciled
418079	13-May-21	·	1,497.50	IRWD Check	Reconciled
418081	-	A&Y ASPHALT CONTRACTORS, INC.	41,220.00	IRWD Check	Reconciled
418082	•	ABSOLUTE STANDARDS, INC.	312.50	IRWD Check	Reconciled
418083	•	ACCUSTANDARD INC	33.86	IRWD Check	Reconciled
418084	13-May-21		11,357.00	IRWD Check	Reconciled
418085	-	AECOM TECHNICAL SERVICES, INC.	92,620.54	IRWD Check	Reconciled
418086	•	AGILENT TECHNOLOGIES, INC.	1,518.00	IRWD Check	Reconciled
418087	13-May-21	AIR TECHNOLOGY LABORATORIES	717.00	IRWD Check	Negotiable
418088	13-May-21	AIRGAS, INC.	8,703.56	IRWD Check	Reconciled
418089	-	AM CONSERVATION GROUP, INC.	363.49	IRWD Check	Reconciled
418090	13-May-21	AMAZON CAPITAL SERVICES, INC.	978.86	IRWD Check	Reconciled
418091	13-May-21	AMERICAN GEOTECHNICAL, INC.	2,803.75	IRWD Check	Reconciled
418092	13-May-21	ANDERSONPENNA PARTNERS, INC.	26,804.00	IRWD Check	Reconciled
418093	13-May-21	ARMORCAST PRODUCTS COMPANY	17,490.76	IRWD Check	Reconciled
418094	13-May-21	ARY, BRENTLEY	148.45	IRWD Check	Reconciled
418095	13-May-21	ASHFORD, WALT	263.18	IRWD Check	Reconciled
418096	13-May-21	AT&T	1,681.43	IRWD Check	Reconciled
418097	13-May-21	AT&T	1,106.82	IRWD Check	Reconciled
418098	13-May-21	AUTOZONE PARTS, INC.	757.70	IRWD Check	Reconciled
418099	•	AVIAT U.S., INC	1,127.09	IRWD Check	Reconciled
418100	•	BANK OF AMERICA	21,277.44	IRWD Check	Reconciled
418101	•	BANK OF NEW YORK MELLON TRUST COMPANY NA	1,156.00	IRWD Check	Reconciled
418102	•	BATTERIES PLUS AND BATTERIES PLUS BULBS	8,194.11	IRWD Check	Reconciled
418103	•	BATTERY SPECIALTIES	3,847.52	IRWD Check	Reconciled
418104	•	BENS ASPHALT & MAINTENANCE	1,599.43	IRWD Check	Reconciled
418105	-	BEST DRILLING AND PUMP, INC.	54,007.50	IRWD Check	Reconciled
418106	•	BEST MANAGEMENT CONSTRUCTION, INC.	1,017.75	IRWD Check	Reconciled
418107 418108	•	BLUEBEAM, INC	7,480.00 289.33	IRWD Check	Reconciled
	•	BOBERG ENGINEERING INC.		IRWD Check	Reconciled
418109 418110	•	BOOT WORLD, INC. BRADFORD, DAVID	189.07 29.08	IRWD Check IRWD Check	Negotiable Reconciled
418111	•	BRENNTAG PACIFIC INC	5,675.20	IRWD Check	Reconciled
418112	•	BRITTANY APTS	1,475.67	IRWD Check	Reconciled
418113	•	C WELLS PIPELINE MATERIALS INC	215.50	IRWD Check	Reconciled
418114	•	CALIFORNIA BARRICADE RENTAL, INC.	8,624.34	IRWD Check	Reconciled
418115	•	CAPTIVE AUDIENCE MARKETING INC.	79.00	IRWD Check	Reconciled
418116	•	CHIRINO ROMERO, GUILLERMO	1,222.26	IRWD Check	Reconciled
418117	13-May-21	CITY OF TUSTIN	2,873.90	IRWD Check	Reconciled
418118	13-May-21	CLA-VAL COMPANY	1,695.45	IRWD Check	Reconciled
418119	13-May-21	CLIFFORD MORIYAMA	4,000.00	IRWD Check	Reconciled
418120	13-May-21	COASTAL OCCUPATIONAL MEDICAL GROUP, INC.	511.35	IRWD Check	Reconciled
418121	13-May-21	COASTLINE EQUIPMENT COMPANY	636.22	IRWD Check	Reconciled
418122	13-May-21	CONSTELLATION NEWENERGY, INC.	17,178.73	IRWD Check	Reconciled
418123	13-May-21	CULLIGAN OF SANTA ANA	22,000.00	IRWD Check	Reconciled
418124	13-May-21	DAVIS FARR LLP	8,321.00	IRWD Check	Reconciled
418125	•	DCS MANAGEMENT LLC	155.61	IRWD Check	Reconciled
418126	•	DELL MARKETING LP	731.90	IRWD Check	Reconciled
418127	•	DEX MEDIA, INC.	91.00	IRWD Check	Reconciled
418128	•	DISCOVERY SCIENCE CENTER OF ORANGE COUNTY	65,472.48	IRWD Check	Reconciled
418129	•	DODDANARI, NALIN	54.35	IRWD Check	Reconciled
418130	-	EAST ORANGE COUNTY WATER DISTRICT	2,189.24	IRWD Check	Reconciled
418131	•	EI&C ENGINEERING INC.	56,318.00	IRWD Check	Reconciled
418132 418133	•	ENVIRONMENTAL EXPRESS INC ENVIRONMENTAL RESOURCE ASSOCIATES	229.67 326.80	IRWD Check IRWD Check	Reconciled Reconciled
418133	•	ENVIRONMENTAL RESOURCE ASSOCIATES  ENVIRONMENTAL SCIENCE ASSOCIATES	7,911.51	IRWD Check	Reconciled
418134	•	EUROFINS CALSCIENCE, LLC	7,911.51 1,722.00	IRWD Check	Negotiable
418135	•	EVERETT DOREY LLP	5,287.63	IRWD Check	Reconciled
418137	•	FERGUSON ENTERPRISES, LLC	10,661.86	IRWD Check	Reconciled
418138	•	FERREIRA CONSTRUCTION COMPANY, INC.	239,474.10	IRWD Check	Reconciled
418139	•	FIRE EXTINGUISHING SAFETY & SERVICE	729.85	IRWD Check	Reconciled
418140	•	FISHER SCIENTIFIC COMPANY LLC	1,432.49	IRWD Check	Reconciled
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CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
418141	,	FLEET SOLUTIONS LLC	31.73	IRWD Check	Reconciled
418142 418143	•	FOUGHT, CYNTHIA J. FRONTIER CALIFORNIA INC.	2,876.31 58.66	IRWD Check IRWD Check	Reconciled Reconciled
418144		GCI CONSTRUCTION, INC.	26,172.50	IRWD Check	Reconciled
418145		GI ENDURANT LLC	33,976.90	IRWD Check	Reconciled
418146	,	GILLETTE 137 DEVELOPMENT LLC	201.22	IRWD Check	Reconciled
418147	•	GOFORTH & MARTI	1,873.87	IRWD Check	Reconciled
418148	•	GRAINGER	7,512.20	IRWD Check	Reconciled
418149	-	GRANICUS, LLC	1,818.70	IRWD Check	Reconciled
418150	13-May-21	GREATER IRVINE CHAMBER OF COMMERCE	1,600.00	IRWD Check	Reconciled
418151	13-May-21	GSRP ST SOLAR I LLC	13,710.66	IRWD Check	Reconciled
418152	13-May-21	HAAKER EQUIPMENT COMPANY	1,484.26	IRWD Check	Reconciled
418153	13-May-21	HACH COMPANY	11,852.90	IRWD Check	Reconciled
418154	13-May-21	HARRINGTON INDUSTRIAL PLASTICS LLC	12,113.34	IRWD Check	Reconciled
418155		HDR ENGINEERING INC	139,243.36	IRWD Check	Reconciled
418156	•	HENSEL PHELPS CONSTRUCTION CO.	330.67	IRWD Check	Reconciled
418157	-	HI-LINE INC	1,191.58	IRWD Check	Reconciled
418158	•	HILL BROTHERS CHEMICAL COMPANY	11,562.58	IRWD Check	Negotiable
418159	•	HOME DEPOT USA INC	1,222.02	IRWD Check	Reconciled
418160	•	HUNT, GRETZEL	16.20	IRWD Check	Reconciled
418161 418162	13-May-21	IMPERIAL SPRINKLER SUPPLY, INC.	17,218.66 1,190.52	IRWD Check IRWD Check	Negotiable Reconciled
418162	-	INDUSTRIAL METAL SUPPLY CO	1,190.52	IRWD Check	Reconciled
418164	,	INDUSTRIAL NETWORKING SOLUTIONS	1,355.67	IRWD Check	Reconciled
418165		INDUSTRIAL SCIENTIFIC CORPORATION	1,271.45	IRWD Check	Reconciled
418166	•	IRON MOUNTAIN INFORMATION MANAGEMENT INC	657.02	IRWD Check	Reconciled
418167	,	IRVINE PIPE & SUPPLY INC	1,093.23	IRWD Check	Reconciled
418168	•	IRWD-PETTY CASH CUSTODIAN	1,208.86	IRWD Check	Reconciled
418169	•	J.B. BOSTICK COMPANY, INC.	1,606.00	IRWD Check	Reconciled
418170	13-May-21	JCI JONES CHEMICALS INC	6,621.82	IRWD Check	Reconciled
418171	13-May-21	JIG CONSULTANTS	4,375.00	IRWD Check	Reconciled
418172	13-May-21	JIMENEZ, SHARON	20.25	IRWD Check	Reconciled
418173	13-May-21	JIN HANG & XUE YANG	518.76	IRWD Check	Negotiable
418174	13-May-21	KENT DAHLBERG	5,555.20	IRWD Check	Reconciled
418175	•	KIMBALL MIDWEST	794.41	IRWD Check	Reconciled
418176	•	LANDCARE HOLDINGS, INC.	77,726.33	IRWD Check	Reconciled
418177		LINKEDIN CORPORATION	4,114.00	IRWD Check	Reconciled
418178	,	LUBRICATION ENGINEERS, INC.	3,585.56	IRWD Check	Reconciled
418179		MADDOX ELECTRIC INC. MAP COMMUNICATIONS, INC.	3,100.00 3,367.42	IRWD Check IRWD Check	Reconciled
418180 418181	,	MC FADDEN-DALE INDUSTRIAL	139.08	IRWD Check	Reconciled Reconciled
418181	•	MC MASTER CARR SUPPLY CO	142.05	IRWD Check	Reconciled
418183	-	MERITAGE HOMES OF CALIFORNIA, INC.	1,667.33	IRWD Check	Reconciled
418184	•	MERRIMAC PETROLEUM, INC.	29,239.85	IRWD Check	Reconciled
418185	•	MIRZADEH, NAZILA	38.72	IRWD Check	Reconciled
418186	-	MR CRANE INC	1,701.00	IRWD Check	Reconciled
418187	13-May-21	MSA SAFETY INCORPORATED	421.81	IRWD Check	Reconciled
418188	13-May-21	MSC INDUSTRIAL SUPPLY CO	126.51	IRWD Check	Reconciled
418189	13-May-21	MUELLER WATER PRODUCTS, INC.	14,475.07	IRWD Check	Reconciled
418190	13-May-21	NATIONAL READY MIXED CONCRETE SALES, LLC	831.99	IRWD Check	Reconciled
418191	13-May-21	NEPTUNE TECHNOLOGY GROUP, INC.	57,926.40	IRWD Check	Reconciled
418192	13-May-21	NEW TANGRAM, LLC	1,267.00	IRWD Check	Reconciled
418193	13-May-21	NV5, INC.	24,080.00	IRWD Check	Reconciled
418194	-	O'REILLY AUTO ENTERPRISES, LLC	787.03	IRWD Check	Reconciled
418195	-	O.C. SUPERIOR CUSTOM CLEANING	4,092.00	IRWD Check	Reconciled
418196	•	OLIN CORPORATION	26,959.64	IRWD Check	Reconciled
418197	•	ONESOURCE DISTRIBUTORS LLC	5,042.52	IRWD Check	Reconciled
418198	•	ORANGE COUNTY FIRE AUTHORITY	625.00	IRWD Check	Reconciled
418199	•	ORANGE COUNTY FIRE AUTHORITY	668.00	IRWD Check	Reconciled
418200	•	ORANGE COUNTY FIRE AUTHORITY ORIGIN CONSULTING LLC	732.00	IRWD Check	Reconciled
418201 418202	13-May-21	ORIGIN CONSULTING LLC	123,312.40 1,478.10	IRWD Check IRWD Check	Reconciled Reconciled
418202	-	PACIFIC HYDROTECH CORPORATION	609,918.63	IRWD Check	Reconciled
418203	•	PACIFIC HYDROTECH CORPORATION	20,360.04	IRWD Check	Reconciled
.2020-	10ay 21		20,300.04	Circon	

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
418205	13-May-21	PACIFIC HYDROTECH CORPORATION	11,740.94	IRWD Check	Reconciled
418206	13-May-21	PACIFIC PARTS & CONTROLS INC	16,266.32	IRWD Check	Reconciled
418207	13-May-21	PARKHOUSE TIRE INC	3,092.62	IRWD Check	Reconciled
418208	13-May-21	PAYMENTUS GROUP INC.	44.20	IRWD Check	Reconciled
418209	13-May-21	PAYNE & FEARS LLP	4,658.50	IRWD Check	Reconciled
418210	•	PRAXAIR DISTRIBUTION INC	305.15	IRWD Check	Reconciled
418211	•	PRIDE CONTRUCTION ENGINEERING SERVICES	1,558.95	IRWD Check	Reconciled
418212	•	PROBOLSKY RESEARCH LLC	11,518.75	IRWD Check	Reconciled
418213	•	QUINTANA, WATTS & HARTMANN, LLC	5,150.00	IRWD Check	Reconciled
418214	•	RAM AIR ENGINEERING INC	459.63	IRWD Check	Reconciled
418215	•	RED WING SHOE STORE	400.00	IRWD Check IRWD Check	Reconciled Reconciled
418216 418217	-	REISINGER, CAROLINE RESTEK CORPORATION	24.04 815.33	IRWD Check	Reconciled
418217	•	RICHARD C. SLADE & ASSOCIATES LLC	18,831.67	IRWD Check	Negotiable
418219	•	RICHMOND AMERICAN HOMES OF MARYLAND, INC	1,016.87	IRWD Check	Negotiable
418220	•	RINCON TRUCK CENTER INC.	1,311.13	IRWD Check	Reconciled
418221	•	RODNEY HARMSWORTH ASSOCIATES, INC.	790.00	IRWD Check	Reconciled
418222	•	SAFETY CENTER INCORPORATED	3,696.00	IRWD Check	Reconciled
418223	13-May-21	SANTA ANA BLUE PRINT	1,450.71	IRWD Check	Reconciled
418224	13-May-21	SANTA MARGARITA FORD	380.98	IRWD Check	Reconciled
418225	13-May-21	SARES REGIS GROUP	43.08	IRWD Check	Negotiable
418226	13-May-21	SAVANT CONSTRUCTION, INC	1,455.15	IRWD Check	Reconciled
418227	13-May-21	SERRANO WATER DISTRICT	28,837.10	IRWD Check	Reconciled
418228	13-May-21	SHAMROCK SUPPLY CO INC	856.09	IRWD Check	Reconciled
418229	13-May-21	SIGMA-ALDRICH INC	64.22	IRWD Check	Reconciled
418230	•	SNYDER LANGSTON L.P.	6,320.13	IRWD Check	Reconciled
418231	•	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	3,027.86	IRWD Check	Reconciled
418232	•	SOUTH COAST WATER CO.	95.00	IRWD Check	Reconciled
418233	•	SOUTH COAST WATER DISTRICT	16,039.32	IRWD Check	Reconciled
418234	•	SOUTHERN CALIFORNIA CAS COMPANY	48,285.84 129.42	IRWD Check IRWD Check	Reconciled
418235 418236	•	SOUTHERN CALIFORNIA GAS COMPANY SOUTHERN CALIFORNIA SECURITY CENTERS, INC.	43.10	IRWD Check	Reconciled Reconciled
418237	•	SOUTHWEST VALVE & EQUIPMENT INC	992.02	IRWD Check	Reconciled
418238	•	SPATIAL WAVE, INC.	2,240.00	IRWD Check	Reconciled
418239	•	STETSON ENGINEERS INC.	7,494.62	IRWD Check	Reconciled
418240	•	STICE COMPANY,INC	1,765.67	IRWD Check	Reconciled
418241	•	STRADLING YOCCA CARLSON & RAUTH	728.00	IRWD Check	Reconciled
418242	•	SUKLE ADVERTISING INC.	22,598.25	IRWD Check	Reconciled
418243	13-May-21	SUN, DONGSHENG	15.95	IRWD Check	Negotiable
418244	13-May-21	SUSAN A. SIROTA	4,755.00	IRWD Check	Reconciled
418245	13-May-21	TETRA TECH, INC	12,747.50	IRWD Check	Reconciled
418246	13-May-21	THOMPSON & PHIPPS INC	1,983.56	IRWD Check	Reconciled
418247		TOLL BROS., INC.	4,951.18	IRWD Check	Reconciled
418248		TRI COUNTY PUMP COMPANY	131,106.58	IRWD Check	Reconciled
418249	•	TROPICAL PLAZA NURSERY INC	9,173.92	IRWD Check	Reconciled
418250	•	TRUCPARCO	16.82	IRWD Check	Reconciled
418251	•	UNITED PARCEL SERVICE INC	86.60	IRWD Check	Reconciled
418252	•	UNITED SITE SERVICES OF CALIFORNIA INC	632.91	IRWD Check	Reconciled
418253	•	VERIZON WIRELESS SERVICES LLC	7,123.73	IRWD Check	Reconciled
418254	•	VIDO ARTUKOVICH & SON, INC./VIDMAR, INC. A JV	455,438.41	IRWD Check	Reconciled
418255	•	VIDO ARTUKOVICH & SON, INC./VIDMAR, INC. A JV	23,970.44	IRWD Check	Reconciled
418256 418257	•	VIRTUAL GRAFFITI, INC.  VWR INTERNATIONAL, LLC	1,421.64 3,173.82	IRWD Check IRWD Check	Reconciled Reconciled
418257	•	WASTE MANAGEMENT COLLECTIONS AND RECYCLING, INC.	546.10	IRWD Check	Reconciled
418259	-	WAXIE'S ENTERPRISES, INC	1,057.76	IRWD Check	Reconciled
418260	•	WECK LABORATORIES INC	1,365.00	IRWD Check	Reconciled
418261	,	WEST YOST & ASSOCIATES, INC.	4,992.30	IRWD Check	Reconciled
418262	-	WOODBRIDGE PINES APTS	30.01	IRWD Check	Reconciled
418263	•	WORKFORCE SAFETY LLC	6,000.00	IRWD Check	Reconciled
418264	•	Lindsay, Marina D	125.00	IRWD Check	Reconciled
418265	20-May-21	Perez, Rodolfo (Rudy)	151.00	IRWD Check	Negotiable
418266	20-May-21	Stontz, Adam J	4.25	IRWD Check	Negotiable
418267	20-May-21	A&A WIPING CLOTH CO	1,444.19	IRWD Check	Reconciled
418268	20-May-21	ABM INDUSTRY GROUPS, LLC	24,516.09	IRWD Check	Reconciled

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
418269	20-May-21	ACCURATE MEASUREMENT SYSTEMS INC	258.60	IRWD Check	Reconciled
418270	20-May-21	AFLAC	2,227.70	IRWD Check	Reconciled
418271	20-May-21	AGILENT TECHNOLOGIES, INC.	3,285.00	IRWD Check	Reconciled
418272	•	AIRGAS, INC.	3,017.35	IRWD Check	Reconciled
418273	•	AIRKINETICS, INC	17,621.00	IRWD Check	Reconciled
418274	•	ALLIANCE APPRAISAL, LLC	3,000.00	IRWD Check	Reconciled
418275	•	ALLIED ELECTRONICS INC	42.06	IRWD Check	Reconciled
418276	•	AM CONSERVATION GROUP, INC.	753.26	IRWD Check	Reconciled
418277	•	AMAZON CAPITAL SERVICES, INC.	576.61	IRWD Check IRWD Check	Reconciled
418278 418279	•	AMWINS GROUP BENEFITS INC. ANTHEM BLUE CROSS	3,924.84 283.41	IRWD Check	Negotiable Reconciled
418279	•	APPLIED ENGINEERING CONCEPTS	9,900.00	IRWD Check	Reconciled
418281	20-May-21		10,177.05	IRWD Check	Reconciled
418282	20-May-21		84.60	IRWD Check	Reconciled
418283	20-May-21		175.14	IRWD Check	Reconciled
418284	•	AUTOZONE PARTS, INC.	225.13	IRWD Check	Negotiable
418285	20-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	3,350.00	IRWD Check	Reconciled
418286	20-May-21	BATTERIES PLUS AND BATTERIES PLUS BULBS	1,860.87	IRWD Check	Reconciled
418287	20-May-21	BORCHARD SURVEYING & MAPPING, INC.	8,527.50	IRWD Check	Reconciled
418288	20-May-21	BOYD & ASSOCIATES	349.91	IRWD Check	Reconciled
418289	20-May-21	BROWN AND CALDWELL	17,831.87	IRWD Check	Reconciled
418290	20-May-21	BRUCE HADLEY NEWELL	1,250.00	IRWD Check	Reconciled
418291	20-May-21	BSI SERVICES AND SOLUTIONS (WEST) INC.	7,980.00	IRWD Check	Reconciled
418292	20-May-21	C WELLS PIPELINE MATERIALS INC	15,928.69	IRWD Check	Reconciled
418293	•	CALIFORNIA BARRICADE RENTAL, INC.	10,365.00	IRWD Check	Reconciled
418294	•	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	2,117.00	IRWD Check	Reconciled
418295	•	CANNON CORPORATION	11,326.25	IRWD Check	Reconciled
418296	•	CANON FINANCIAL SERVICES, INC	1,286.54	IRWD Check	Reconciled
418297	-	CAROLLO ENGINEERS, INC	486.00	IRWD Check	Reconciled
418298 418299	•	CASA EDUCATION FOUNDATION CHARLES P CROWLEY COMPANY INC	2,000.00 1,722.03	IRWD Check IRWD Check	Reconciled Reconciled
418399	•	CHARLES WILLIAM ROBLE, JR.	593.75	IRWD Check	Negotiable
418300	•	CHEM TECH INTERNATIONAL INC	11,394.66	IRWD Check	Reconciled
418302	•	CITY CIRCUIT BREAKERS	1,365.63	IRWD Check	Reconciled
418303	•	CITY OF SANTA ANA	308.77	IRWD Check	Reconciled
418304	•	CITY OF TUSTIN	91,061.88	IRWD Check	Reconciled
418305	20-May-21	CLA-VAL COMPANY	31,052.03	IRWD Check	Reconciled
418306	20-May-21	CLARK, ELAINE B	35.78	IRWD Check	Negotiable
418307	20-May-21	COASTLINE EQUIPMENT COMPANY	115.48	IRWD Check	Reconciled
418308	20-May-21	CONSTELLATION NEWENERGY, INC.	51,704.53	IRWD Check	Reconciled
418309	20-May-21	CR & R INCORPORATED	428.34	IRWD Check	Reconciled
418310	20-May-21	CRESCENT CHEMICAL CO.	320.34	IRWD Check	Reconciled
418311	•	D & H WATER SYSTEMS INC.	1,600.30	IRWD Check	Reconciled
418312	-	DENALI WATER SOLUTIONS LLC	6,380.68	IRWD Check	Reconciled
418313	•	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	13,502.59	IRWD Check	Reconciled
418314	•	DILYTICS INC	2,250.00	IRWD Check	Reconciled
418315 418316	•	DIRECTV INC	146.99	IRWD Check	Reconciled
418316	•	ECO SERVICES OPERATIONS CORP. EHS INTERNATIONAL,INC	5,491.15 2,400.00	IRWD Check IRWD Check	Reconciled Reconciled
418317	•	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.	21,852.50	IRWD Check	Reconciled
418319	•	ENVIRONMENTAL RESOURCE ASSOCIATES	353.47	IRWD Check	Reconciled
418320	•	ENVIRONMENTAL SCIENCE ASSOCIATES	38,345.61	IRWD Check	Reconciled
418321	•	EUROFINS CALSCIENCE, LLC	1,774.50	IRWD Check	Reconciled
418322	•	EXECUTIVE LIGHTING & ELECTRIC	24,734.05	IRWD Check	Reconciled
418323	20-May-21		137.66	IRWD Check	Reconciled
418324		FERGUSON ENTERPRISES, LLC	6,330.31	IRWD Check	Reconciled
418325	20-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	85.52	IRWD Check	Reconciled
418326	20-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	6,879.95	IRWD Check	Reconciled
418327	20-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	865.55	IRWD Check	Reconciled
418328	20-May-21	FIDELITY SECURITY LIFE INSURANCE COMPANY	136.46	IRWD Check	Reconciled
418329	20-May-21	FISHER SCIENTIFIC COMPANY LLC	507.72	IRWD Check	Reconciled
418330	•	FRANCHISE TAX BOARD	986.00	IRWD Check	Negotiable
418331	•	FRONTIER CALIFORNIA INC.	297.03	IRWD Check	Reconciled
418332	20-May-21	GALPIN MOTORS INC	24,782.56	IRWD Check	Reconciled

CHECK OR ELECTRONIC #	PAYMENT DATE	CLIDILIEDS	DAVIMENT ANAOLINIT	PAYMENT METHOD	CTATUS
418333		SUPPLIERS GANAHL LUMBER CO.	PAYMENT AMOUNT 2,927.40	IRWD Check	Reconciled
418334	•	GARZA INDUSTRIES, INC	1,544.71	IRWD Check	Reconciled
418335	•	GEI CONSULTANTS INC	20,862.00	IRWD Check	Reconciled
418336	•	GRAINGER	1,732.63	IRWD Check	Reconciled
418337	-	GRAVITEC SYSTEMS, INC	784.41	IRWD Check	Reconciled
418338	•	GRAYBAR ELECTRIC COMPANY	3,202.58	IRWD Check	Reconciled
418339	•	HACH COMPANY	2,126.25	IRWD Check	Reconciled
418340	•	HAMILTON, KURT	867.56	IRWD Check	Reconciled
418341	•	HANNA INSTRUMENTS UNITED STATES, INC	808.13	IRWD Check	Reconciled
418342	•	HELPMATES STAFFING SERVICES	6,973.85	IRWD Check	Reconciled
418343	•	HI-LINE INC	215.23	IRWD Check	Reconciled
418344	•	HILL BROTHERS CHEMICAL COMPANY	27,459.81	IRWD Check	Negotiable
418345	•	HOME DEPOT USA INC	572.03	IRWD Check	Reconciled
418346	•	HOPKINS TECHNICAL PRODUCTS INC	2,994.01	IRWD Check	Reconciled
418347	•	HUMANA INSURANCE COMPANY	65.30	IRWD Check	Reconciled
418348	•	ICE QUBE, INC.	3,068.36	IRWD Check	Reconciled
418349	-	IMPERIAL SPRINKLER SUPPLY, INC.	833.16	IRWD Check	Reconciled
418350	-	INFOSYS LIMITED	26,880.00	IRWD Check	Reconciled
418351	20-May-21	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47	3,079.27	IRWD Check	Reconciled
418352	20-May-21	IRVINE PIPE & SUPPLY INC	3,734.30	IRWD Check	Reconciled
418353	20-May-21	J.B. BOSTICK COMPANY, INC.	2,205.00	IRWD Check	Reconciled
418354	20-May-21	JCI JONES CHEMICALS INC	4,821.60	IRWD Check	Reconciled
418355	20-May-21	JOHN MICHAEL COVAS	198.60	IRWD Check	Reconciled
418356	20-May-21	KAO, JANICE	37.85	IRWD Check	Negotiable
418357	20-May-21	LA HABRA FENCE COMPANY INC	2,700.00	IRWD Check	Reconciled
418358	20-May-21	LCS TECHNOLOGIES, INC.	3,510.00	IRWD Check	Negotiable
418359	20-May-21	LEE & RO, INC.	8,172.00	IRWD Check	Reconciled
418360	20-May-21	LEWIS, THOMAS	73.47	IRWD Check	Reconciled
418361	20-May-21	LIFECOM, INC.	1,184.83	IRWD Check	Reconciled
418362	20-May-21	LSA ASSOCIATES INC	8,601.41	IRWD Check	Reconciled
418363	20-May-21	MC FADDEN-DALE INDUSTRIAL	137.23	IRWD Check	Reconciled
418364	20-May-21	MICHAEL BAKER INTERNATIONAL, INC.	1,260.00	IRWD Check	Reconciled
418365	20-May-21	MICROSOFT CORPORATION	521.50	IRWD Check	Reconciled
418366	20-May-21	MILES CHEMICAL COMPANY, INC.	5,226.20	IRWD Check	Reconciled
418367	20-May-21	MISSION COMMUNICATIONS, LLC	5,430.60	IRWD Check	Reconciled
418368	20-May-21	MOODY'S INVESTORS SERVICE INC	8,500.00	IRWD Check	Reconciled
418369	•	MOSHAYEDI, MEHRDAD	772.00	IRWD Check	Reconciled
418370	20-May-21	MRO ELECTRIC & SUPPLY CO.	7,540.00	IRWD Check	Reconciled
418371	20-May-21	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	25,302.26	IRWD Check	Reconciled
418372		MYERS & SONS HI-WAY SAFETY, INC.	2,749.78	IRWD Check	Reconciled
418373	-	NATIONAL READY MIXED CONCRETE SALES, LLC	1,546.24	IRWD Check	Reconciled
418374	•	NEPTUNE TECHNOLOGY GROUP, INC.	161,366.40	IRWD Check	Reconciled
418375	•	NEW PIG CORPORATION	1,107.22	IRWD Check	Reconciled
418376	•	O'REILLY AUTO ENTERPRISES, LLC	213.48	IRWD Check	Reconciled
418377	•	OLIN CORPORATION	36,827.76	IRWD Check	Reconciled
418378	•	OLSON REMCHO LLP	996.00	IRWD Check	Reconciled
418379	•	ONESOURCE DISTRIBUTORS LLC	213.98	IRWD Check	Reconciled
418380	•	ORACLE AMERICA, INC.	0.33	IRWD Check	Reconciled
418381	•	ORANGE COUNTY AUTO PARTS CO	145.72	IRWD Check	Reconciled
418382	•	ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT	2,246.83	IRWD Check	Negotiable
418383 418384	•	PACIFIC PARTS & CONTROLS INC	741.34	IRWD Check	Reconciled
	•	PARKHOUSE TIRE INC	3,358.06	IRWD Check	Reconciled
418385 418386	•	PAUL A. RUELAS	1,125.00 62.86	IRWD Check IRWD Check	Reconciled Reconciled
	-	PENN ARCHIVE SERVICES  DEBS LONG TERM CARE			
418387 418388	•	PERS LONG TERM CARE PLUMBERS DEPOT INC.	447.62 164.34	IRWD Check IRWD Check	Reconciled Reconciled
418389	•	PRAXAIR DISTRIBUTION INC	1,637.87	IRWD Check	Reconciled
418390	20-May-21		6,383.75	IRWD Check	Reconciled
418390	-	PUBLIC POLICY INSTITUTE OF CALIFORNIA	10,000.00	IRWD Check	Reconciled
418391	•	PYRO-COMM SYSTEMS INC	955.00	IRWD Check	Reconciled
418393	•	R&B AUTOMATION, INC.	24,607.19	IRWD Check	Negotiable
418394	•	RAM AIR ENGINEERING INC	4,274.00	IRWD Check	Reconciled
418395	•	RED WING SHOE STORE	346.53	IRWD Check	Reconciled
418396	•	REFRIGERATION SUPPLIES DISTRIBUTOR	109.64	IRWD Check	Reconciled
	,		203.54		

CHECK OR ELECTRONIC #	PAYMENT DATE	SUPPLIERS	PAYMENT AMOUNT	PAYMENT METHOD	STATUS
418397		RENTOKIL NORTH AMERICA, INC	6,388.00	IRWD Check	Negotiable
418398	-	RLG ENTERPRISES, INC	515.51	IRWD Check	Reconciled
418399		RODNEY HARMSWORTH ASSOCIATES, INC.	2,900.00	IRWD Check	Reconciled
418400	•	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	4,750.44	IRWD Check	Negotiable
418401	20-May-21	RTM ENGINEERING CONSULTANTS, LLC	3,510.00	IRWD Check	Reconciled
418402	20-May-21	SANTA ANA BLUE PRINT	261.96	IRWD Check	Reconciled
418403	20-May-21	SARES REGIS GROUP	318.35	IRWD Check	Reconciled
418404	20-May-21	SEAL ANALYTICAL INC	78.27	IRWD Check	Reconciled
418405	20-May-21	SECURITAS SECURITY SERVICES USA, INC.	48,710.94	IRWD Check	Reconciled
418406	•	SERVERSUPPLY.COM INC	1,744.43	IRWD Check	Negotiable
418407	•	SHAMROCK SUPPLY CO INC	1,108.72	IRWD Check	Reconciled
418408	•	SHOETERIA	200.00	IRWD Check	Reconciled
418409	•	SI TESTING	4,396.00	IRWD Check	Negotiable
418410		SMITH AND LOVELESS, INC	2,665.60	IRWD Check	Reconciled
418411		SOUTH BAY FOUNDRY, INC	8,943.25	IRWD Check	Negotiable
418412 418413	•	SOUTHERN CALIFORNIA EDISON COMPANY SOUTHERN CALIFORNIA GAS COMPANY	24,547.67 12,970.64	IRWD Check IRWD Check	Reconciled Reconciled
418414	•	SPRING WATER OF SAN DIEGO	24,137.50	IRWD Check	Reconciled
418415		SWAINS ELECTRIC MOTOR SERVICE	5,963.68	IRWD Check	Negotiable
418416	,	SYNAGRO-WWT, INC.	41,758.23	IRWD Check	Reconciled
418417	•	SZPUNAR, MERCEDES	37.11	IRWD Check	Negotiable
418418	•	THOMPSON & PHIPPS INC	6,283.41	IRWD Check	Reconciled
418419	•	TOTAL RESOURCE MANAGEMENT, INC	8,542.50	IRWD Check	Reconciled
418420	20-May-21	TRIPAC MARKETING INC	1,610.86	IRWD Check	Reconciled
418421	20-May-21	TRUKSPECT, INC	903.96	IRWD Check	Reconciled
418422	20-May-21	UNITED HEALTHCARE INSURANCE COMPANY	299.75	IRWD Check	Reconciled
418423	20-May-21	UNITED PARCEL SERVICE INC	173.64	IRWD Check	Reconciled
418424	20-May-21	USA WASTE OF CALIFORNIA, INC.	525.00	IRWD Check	Reconciled
418425	20-May-21	VWR INTERNATIONAL, LLC	1,514.99	IRWD Check	Reconciled
418426	•	WANG, HAO	2,496.50	IRWD Check	Negotiable
418427	•	WARD, WILLIAM P JR.	3,379.50	IRWD Check	Reconciled
418428	•	WASTE MANAGEMENT COLLECTIONS AND RECYCLING, INC.	3,159.51	IRWD Check	Reconciled
418429	•	WATER MANAGEMENT GROUP	427.50	IRWD Check	Reconciled
418430	•	WATERSMART SOFTWARE INC	13,547.23	IRWD Check	Negotiable
418431 418432	•	WAXIE'S ENTERPRISES, INC WECK LABORATORIES INC	252.54 3,125.00	IRWD Check IRWD Check	Reconciled Negotiable
418433	20-May-21		15.18	IRWD Check	Negotiable
418434	•	WEST YOST & ASSOCIATES, INC.	409.25	IRWD Check	Reconciled
418435	•	WORKFORCE SAFETY LLC	7,500.00	IRWD Check	Negotiable
418436		XIAOOU YANG AND HUI CAI	487.33	IRWD Check	Reconciled
418437	•	PACIFIC HYDROTECH CORPORATION	238,734.18	IRWD Check	Reconciled
418438	20-May-21	PACIFIC HYDROTECH CORPORATION	12,564.96	IRWD Check	Negotiable
418439	20-May-21	Cronin, Gregory	193.90	IRWD Check	Negotiable
418440	20-May-21	Reed, James W (James)	210.00	IRWD Check	Reconciled
418441	27-May-21	Breiter, Michelle	14.85	IRWD Check	Negotiable
418442	27-May-21	Chaves, Romuel-Dave E (RD)	110.32	IRWD Check	Negotiable
418443	27-May-21	Cronin, Gregory	750.00	IRWD Check	Negotiable
418444	-	Ho, Connie	7.50	IRWD Check	Negotiable
418445	-	Legault, Dan (Dan)	750.00	IRWD Check	Negotiable
418446		Perry, Guy M (Matthew)	750.00	IRWD Check	Negotiable
418447		Sanchez, Hector A (Hector)	750.00	IRWD Check	Negotiable
418448	,	Wilson, Brett	750.00	IRWD Check	Negotiable
418449	•	AAF INTERNATIONAL	1,285.29	IRWD Check IRWD Check	Negotiable
418450 418451	-	ABM INDUSTRY GROUPS, LLC	650.00	IRWD Check	Negotiable Negotiable
418451	-	AECOM TECHNICAL SERVICES, INC. AIRGAS, INC.	110,022.50 1,521.14	IRWD Check	Negotiable Negotiable
418453	-	AMAZON CAPITAL SERVICES, INC.	2,884.71	IRWD Check	Negotiable
418454	-	AMERICAN WATER CHEMICALS, INC.	5,725.84	IRWD Check	Negotiable
418455	-	ANTHONY N. LARSEN	450.00	IRWD Check	Negotiable
418456	•	AQUA-METRIC SALES COMPANY	11,977.64	IRWD Check	Negotiable
418457	•	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	677.60	IRWD Check	Negotiable
418458	•	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	712.96	IRWD Check	Negotiable
418459	27-May-21	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	977.56	IRWD Check	Negotiable
418460	27-May-21	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	6,868.02	IRWD Check	Negotiable

CHECK OR ELECTRONIC #	PAYMENT DATE	SUPPLIERS	PAYMENT AMOUNT	PAYMENT METHOD	STATUS
418461		ASSURED FLOW SALES INC	175.68	IRWD Check	Negotiable
418462	27-May-21		201.98	IRWD Check	Negotiable
418463	27-May-21		234.61	IRWD Check	Negotiable
418464	•	ATLAS COPCO USA HOLDINGS INC	200.13	IRWD Check	Negotiable
418465	•	AUTOZONE PARTS, INC.	2,280.52	IRWD Check	Negotiable
418466	27-May-21	AVIAT U.S., INC	295.67	IRWD Check	Negotiable
418467	27-May-21	BATTERIES PLUS AND BATTERIES PLUS BULBS	11,869.25	IRWD Check	Negotiable
418468	27-May-21	BELL TOWER FLORIST & GIFTS	438.49	IRWD Check	Negotiable
418469	27-May-21	BIGWIG MONSTER, LLC	22,800.00	IRWD Check	Negotiable
418470	27-May-21	BIOMAGIC INC	7,578.70	IRWD Check	Negotiable
418471	,	BLACK & VEATCH CORPORATION	284,979.16	IRWD Check	Negotiable
418472	-	BLUE LAKE INVESTMENT, INC.	64.34	IRWD Check	Negotiable
418473	•	BOFA SECURITIES, INC.	14,326.02	IRWD Check	Negotiable
418474	•	BRENNTAG PACIFIC INC	4,140.00	IRWD Check	Negotiable
418475	•	C WELLS PIPELINE MATERIALS INC	19,739.44	IRWD Check	Negotiable
418476	•	CALIFORNIA BARRICADE RENTAL, INC.	35,264.50	IRWD Check	Negotiable
418477	-	CALIFORNIA PACIFIC HOMES	362.77	IRWD Check	Negotiable
418478	•	CANON FINANCIAL SERVICES, INC	7,056.98	IRWD Check	Negotiable
418479	•	CAPTIVE AUDIENCE MARKETING INC.	79.00	IRWD Check IRWD Check	Negotiable
418480	•	CENTERPOINTE I APTS	14,679.39		Negotiable
418481 418482	•	CENTROID SYSTEMS, INC.	44,425.00	IRWD Check IRWD Check	Negotiable
418483	•	CHAU, AITIEN CITY OF NEWPORT BEACH	1,899.56 2,085.97	IRWD Check	Negotiable Negotiable
418484	•	COASTAL OCCUPATIONAL MEDICAL GROUP, INC.	1,690.24	IRWD Check	Negotiable Negotiable
418485	•	CONSTELLATION NEWENERGY, INC.	23,680.58	IRWD Check	Negotiable
418486	•	COUNTY OF ORANGE	2,800.00	IRWD Check	Negotiable
418487	•	COX COMMUNICATIONS, INC.	3,375.52	IRWD Check	Negotiable
418488	•	CRESCENT CHEMICAL CO.	411.48	IRWD Check	Negotiable
418489		CROSS CREEK APTS	39.75	IRWD Check	Negotiable
418490	-	CROWN CASTLE INTERNATIONAL CORP.	810.35	IRWD Check	Negotiable
418491	•	DATA CLEAN CORPORATION	559.00	IRWD Check	Negotiable
418492	•	DE LA TORRE, MARIA	20.53	IRWD Check	Negotiable
418493	27-May-21		14,078.75	IRWD Check	Negotiable
418494	27-May-21	DXP ENTERPRISES, INC.	876.66	IRWD Check	Negotiable
418495	27-May-21	ELEMENTAL SCIENTIFIC, INC.	588.93	IRWD Check	Negotiable
418496	27-May-21	ENVIRONMENTAL RESOURCE ASSOCIATES	298.00	IRWD Check	Negotiable
418497	27-May-21	ENVIRONMENTAL SCIENCE ASSOCIATES	12,385.58	IRWD Check	Negotiable
418498	27-May-21	FARRELL & ASSOCIATES	2,444.73	IRWD Check	Negotiable
418499	27-May-21	FEDEX	160.49	IRWD Check	Negotiable
418500	27-May-21	FIONA HUTTON & ASSOCIATES, INC.	26,593.75	IRWD Check	Negotiable
418501	27-May-21	FIRST CHOICE SERVICES	500.92	IRWD Check	Negotiable
418502	27-May-21	FISHER SCIENTIFIC COMPANY LLC	3,292.35	IRWD Check	Negotiable
418503	27-May-21	FLEET SOLUTIONS LLC	2,149.91	IRWD Check	Negotiable
418504	•	FORD, MARCEL	25.00	IRWD Check	Negotiable
418505	•	FRONTIER CALIFORNIA INC.	329.33	IRWD Check	Negotiable
418506	•	FUSCOE ENGINEERING, INC.	7,876.25	IRWD Check	Negotiable
418507	-	GALLADE CHEMICAL INC	1,680.90	IRWD Check	Negotiable
418508	•	GAOUETTE, ROBERT	75.21	IRWD Check	Negotiable
418509	•	GENTRY INVESTMENTS LLC	20.14	IRWD Check	Negotiable
418510	-	GRAINGER	4,323.07	IRWD Check	Negotiable
418511	•	GRAVITEC SYSTEMS, INC	75.37	IRWD Check	Negotiable
418512	•	GRAYBAR ELECTRIC COMPANY	4,183.83	IRWD Check	Negotiable
418513	•	H P CUSTOM HOMES, INC.	2,482.08 998.82	IRWD Check IRWD Check	Negotiable Negotiable
418514 418515	-	HACH COMPANY HANSON BRIDGETT LLP	60,704.00	IRWD Check	Negotiable Negotiable
418516	•	HARPER & ASSOCIATES ENGINEERING INC	9,910.00	IRWD Check	Negotiable
418517	-	HAZEN AND SAWYER	14,843.99	IRWD Check	Negotiable
418517	•	HD SUPPLY CONSTRUCTION SUPPLY, LTD	443.10	IRWD Check	Negotiable
418518	-	HDR ENGINEERING INC	4,247.50	IRWD Check	Negotiable
418520	•	HE, JIANJIAN	24.93	IRWD Check	Negotiable
418521	-	HEBEISH, HESHAM	75.00	IRWD Check	Negotiable
418522	-	HELPMATES STAFFING SERVICES	2,650.40	IRWD Check	Negotiable
418523	-	HERNANDEZ, LINDSEY	15.10	IRWD Check	Negotiable
418524	-	HI-LINE INC	389.34	IRWD Check	Negotiable
	•				-

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
418525	27-May-21	HILL BROTHERS CHEMICAL COMPANY	5,921.51	IRWD Check	Negotiable
418526	27-May-21	HIRSCH, R.K.	17.62	IRWD Check	Negotiable
418527	27-May-21	HOME DEPOT USA INC	79.67	IRWD Check	Negotiable
418528	•	HORIZON ENGINEERING SYSTEMS LLC	9,600.00	IRWD Check	Negotiable
418529	27-May-21		5,260.00	IRWD Check	Negotiable
418530	•	INDUSTRIAL NETWORKING SOLUTIONS	7,006.38	IRWD Check	Negotiable
418531	•	INFOSEND, INC.	49,167.70	IRWD Check	Negotiable
418532	•	INORGANIC VENTURES INC	181.88	IRWD Check	Negotiable
418533	•	IRVINE PIPE & SUPPLY INC	6,950.17	IRWD Check	Negotiable
418534 418535	•	ITR PM INC J.F. SHEA CONSTRUCTION INC	36.45 1,444.97	IRWD Check IRWD Check	Negotiable Negotiable
418536	•	JCI JONES CHEMICALS INC	7,020.07	IRWD Check	Negotiable Negotiable
418537	•	JUST ENERGY SOLUTIONS INC.	2,063.65	IRWD Check	Negotiable
418538	•	LAGUNA BEACH COUNTY WATER DISTRICT	6,389.33	IRWD Check	Negotiable
418539	•	LANDCARE HOLDINGS, INC.	6,694.52	IRWD Check	Negotiable
418540	•	LEE & RO, INC.	32,118.51	IRWD Check	Negotiable
418541	27-May-21	LEE, JACK	665.58	IRWD Check	Negotiable
418542	27-May-21	LEE, KANGHEE	34.40	IRWD Check	Negotiable
418543	27-May-21	LENNAR HOMES OF CALIFORNIA, INC.	451.20	IRWD Check	Negotiable
418544	27-May-21	LILLESTRAND LEADERSHIP CONSULTING, INC.	770.01	IRWD Check	Negotiable
418545	27-May-21	LINE-X OF SOUTH COAST	637.00	IRWD Check	Negotiable
418546	27-May-21	LIU, FRANK	54.59	IRWD Check	Negotiable
418547	•	LOZANO, RICHARD	114.51	IRWD Check	Negotiable
418548	-	MADDEN, ADRIAN	12.81	IRWD Check	Negotiable
418549	•	MATHESON TRI GAS, INC	441.44	IRWD Check	Negotiable
418550	•	MC MASTER CARR SUPPLY CO	1,061.03	IRWD Check	Negotiable
418551	•	MCR TECHNOLOGIES INC	3,755.09	IRWD Check	Negotiable
418552	•	MERRIMAC PETROLEUM, INC.	27,173.84	IRWD Check	Negotiable
418553 418554	•	MIRACK CONSTRUCTION INC MOODY'S INVESTORS SERVICE INC	2,640.71 17,000.00	IRWD Check IRWD Check	Negotiable Negotiable
418555	•	MRO ELECTRIC & SUPPLY CO.	3,570.00	IRWD Check	Negotiable
418556	•	MSA SAFETY INCORPORATED	5,877.76	IRWD Check	Negotiable
418557	•	MSC INDUSTRIAL SUPPLY CO	97.23	IRWD Check	Negotiable
418558	•	MUNICIPAL MAINTENANCE EQUIPMENT INC	283.95	IRWD Check	Negotiable
418559	•	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	3,912.98	IRWD Check	Negotiable
418560	27-May-21	N1 CRITICAL TECHNOOGIES, INC	3,011.06	IRWD Check	Negotiable
418561	27-May-21	NX UTILITIES LLC	1,502.00	IRWD Check	Negotiable
418562	27-May-21	O'REILLY AUTO ENTERPRISES, LLC	857.31	IRWD Check	Negotiable
418563	27-May-21	OCTA	3,500.00	IRWD Check	Negotiable
418564		OLIN CORPORATION	22,810.98	IRWD Check	Negotiable
418565	•	ONESOURCE DISTRIBUTORS LLC	763.00	IRWD Check	Negotiable
418566	•	ORACLE AMERICA, INC.	4.13	IRWD Check	Negotiable
418567		ORANGE COUNTY AUTO PARTS CO	271.04	IRWD Check	Negotiable
418568	•	ORANGE LINE OF COMPANY	3,170.00	IRWD Check	Negotiable
418569 418570	•	ORANGE LINE OIL COMPANY OTF IRVINE INC	78.86 385.19	IRWD Check IRWD Check	Negotiable Negotiable
418570	•	PACIFIC COAST BOLT CORP	6,063.41	IRWD Check	Negotiable
418571	•	PACIFIC PARTS & CONTROLS INC	165.61	IRWD Check	Negotiable
418573	•	PACIFIC STAR CHEMICAL, LLC	3,144.32	IRWD Check	Negotiable
418574	•	PALL CORPORATION	838.00	IRWD Check	Negotiable
418575	•	PANG, CINDY	20.42	IRWD Check	Negotiable
418576	-	PARKHOUSE TIRE INC	3,131.60	IRWD Check	Negotiable
418577	27-May-21	POLLARDWATER.COM	3,572.13	IRWD Check	Negotiable
418578	27-May-21	PTI SAND & GRAVEL INC	1,909.81	IRWD Check	Negotiable
418579		PYRO-COMM SYSTEMS INC	3,317.40	IRWD Check	Negotiable
418580	27-May-21	QUADIENT FINANCE USA, INC.	2,000.00	IRWD Check	Negotiable
418581	•	R.F. MACDONALD CO.	4,503.75	IRWD Check	Negotiable
418582	-	RAM AIR ENGINEERING INC	4,835.18	IRWD Check	Negotiable
418583	-	REAL TECH INC	765.00	IRWD Check	Negotiable
418584	•	REAL WATER CONSULTANTS INC.	39,816.00	IRWD Check	Negotiable
418585	•	RINCON TRUCK CENTER INC.	2,558.31	IRWD Check	Negotiable
418586	-	ROLLINO GROUP, INC.	46.81	IRWD Check	Negotiable
418587	•	ROMAN JAMES DESIGN BUILD	1,703.67	IRWD Check	Negotiable
418588	27-iviay-21	SAF-T-FLO WATER SERVICES, INC.	184.25	IRWD Check	Negotiable

CHECK OR ELECTRONIC #	PAYMENT DATE	SUPPLIERS	PAYMENT AMOUNT	PAYMENT METHOD	STATUS
418589		SAFETY-KLEEN SYSTEMS, INC	270.00	IRWD Check	Negotiable
418590	•	SAN CARLO APARTMENTS	25.57	IRWD Check	Negotiable
418591	•	SAN LEON APTS	802.47	IRWD Check	Negotiable
418592	•	SAN MARINO APTS	35.24	IRWD Check	Negotiable
418593	•	SANTA MARGARITA FORD	594.89	IRWD Check	Negotiable
418594	•	SANTA MARIA APTS	56.53	IRWD Check	Negotiable
418595	27-May-21	SHAMROCK SUPPLY CO INC	2,872.65	IRWD Check	Negotiable
418596	27-May-21	SI TESTING	2,198.00	IRWD Check	Negotiable
418597	27-May-21	SIU, PAUL	41.49	IRWD Check	Negotiable
418598	27-May-21	SOBASKI, SHARON	600.97	IRWD Check	Negotiable
418599	27-May-21	SOUTHERN CALIFORNIA EDISON COMPANY	197,751.94	IRWD Check	Negotiable
418600	•	SOUTHERN COUNTIES LUBRICANTS LLC	1,903.90	IRWD Check	Negotiable
418601	•	SPARKLETTS	163.43	IRWD Check	Negotiable
418602	•	STANFORD COURT APARTMENTS	1,453.75	IRWD Check	Negotiable
418603	•	STANTEC CONSULTING SERVICES INC.	66,120.20	IRWD Check	Negotiable
418604	•	SUKLE ADVERTISING INC.	5,499.60	IRWD Check	Negotiable
418605	-	SUN, YUTONG	43.85	IRWD Check	Negotiable
418606 418607	•	SUN-STAR ELECTRIC, INC.	11,336.17 420.00	IRWD Check IRWD Check	Negotiable
418608	•	TAIT ENVIRONMENTAL SERVICES, INC. TETRA TECH, INC	420.00 117,291.75	IRWD Check	Negotiable Negotiable
418609	•	TIC-CAMPUS OFFICE	2,357.30	IRWD Check	Negotiable
418610	•	TIC-RESORT PROPERTIES	47.26	IRWD Check	Negotiable
418611	•	TIC-RETAIL PROPERTIES	65.28	IRWD Check	Negotiable
418612	•	TITUS INDUSTRIAL GROUP, INC.	73,309.66	IRWD Check	Negotiable
418613	•	TOLL BROS., INC.	2,239.85	IRWD Check	Negotiable
418614	•	TOTAL RESOURCE MANAGEMENT, INC	1,360.00	IRWD Check	Negotiable
418615	•	TROPICAL PLAZA NURSERY INC	62,644.33	IRWD Check	Negotiable
418616	27-May-21	UNITED PARCEL SERVICE INC	292.14	IRWD Check	Negotiable
418617	27-May-21	UNIVAR SOLUTIONS USA INC.	5,054.00	IRWD Check	Negotiable
418618	27-May-21	US BANK NAT'L ASSOC N.DAKOTA	9,061.64	IRWD Check	Negotiable
418619	27-May-21	US BANK NAT'L ASSOCIATION NORTH DAKOTA	31,999.10	IRWD Check	Negotiable
418620	27-May-21	VERDERY, WILLIAM	40.62	IRWD Check	Negotiable
418621	•	VILLACAMPA, MARIA	223.86	IRWD Check	Negotiable
418622	•	WASTE MANAGEMENT COLLECTIONS AND RECYCLING, INC.	809.22	IRWD Check	Negotiable
418623	•	WATER SYSTEMS OPTIMIZATION, INC.	12,090.00	IRWD Check	Negotiable
418624	•	WAXIE'S ENTERPRISES, INC	1,707.62	IRWD Check	Negotiable
418625 418626	•	WEST YOST & ASSOCIATES, INC. WESTERN WEATHER GROUP INC	22,278.00 3,098.00	IRWD Check IRWD Check	Negotiable
418627	•	WOODBRIDGE WILLOWS APARTMENTS	5,098.00 443.06	IRWD Check	Negotiable Negotiable
418628	27-May-21		47.93	IRWD Check	Negotiable
418629	•	YUKIHIRO AND FUMIE YOSHIKAWA	21.72	IRWD Check	Negotiable
SUB-TOTAL CHECK			8,474,482.17		regoriance
14337	3-May-21	CHARD SNYDER & ASSOCIATES, INC.	19,809.64	IRWD Wire	Negotiable
14338	3-May-21	CHARD SNYDER & ASSOCIATES, INC.	2,221.99	IRWD Wire	Negotiable
14339	4-May-21	YORK INSURANCE SERVICES GROUP INC - CA	4,710.70	IRWD Wire	Negotiable
14340	5-May-21	CHARD SNYDER & ASSOCIATES, INC.	1,513.45	IRWD Wire	Negotiable
14341	5-May-21	CALPERS	3,140.28	IRWD Wire	Negotiable
14342	5-May-21	CALPERS	565,653.92	IRWD Wire	Negotiable
14343	6-May-21	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	2,311.47	IRWD Wire	Negotiable
14344	6-May-21		219,841.79	IRWD Wire	Negotiable
14345	•	FRANCHISE TAX BOARD	67,342.23	IRWD Wire	Negotiable
14346	6-May-21	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	180,558.94	IRWD Wire	Negotiable
14347	6-May-21	EMPLOYMENT DEVELOPMENT DEPARTMENT	19,774.49	IRWD Wire	Negotiable
14348	•	CHARD SNYDER & ASSOCIATES, INC.	5,479.61	IRWD Wire	Negotiable
14349	•	CHARD SNYDER & ASSOCIATES, INC.	3,389.41	IRWD Wire	Negotiable
14350	-	YORK INSURANCE SERVICES GROUP INC - CA	6,135.01	IRWD Wire	Negotiable
14351 14352	11-May-21		1,286.02	IRWD Wire	Negotiable Negotiable
14352 14353	-	WELLS FARGO BANK, N.A. CHARD SNYDER & ASSOCIATES, INC.	6,053.68 2,709.15	IRWD Wire IRWD Wire	Negotiable Negotiable
14353	•	CHARD SNYDER & ASSOCIATES, INC.  CHARD SNYDER & ASSOCIATES, INC.	2,709.15 2,670.47	IRWD Wire	Negotiable Negotiable
14354	17-May-21 17-May-21		253,124.67	IRWD Wire	Negotiable
14356	-	YORK INSURANCE SERVICES GROUP INC - CA	3,162.37	IRWD Wire	Negotiable
14357	•	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	181,217.87	IRWD Wire	Negotiable
55,			101,217.07		6

CHECK OR	PAYMENT			PAYMENT	
ELECTRONIC #	DATE	SUPPLIERS	PAYMENT AMOUNT	METHOD	STATUS
14358	20-May-21	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	2,311.47	IRWD Wire	Negotiable
14359	20-May-21	INTERNAL REVENUE SERVICE	221,610.47	IRWD Wire	Negotiable
14360	20-May-21	FRANCHISE TAX BOARD	68,528.66	IRWD Wire	Negotiable
14361	20-May-21	EMPLOYMENT DEVELOPMENT DEPARTMENT	19,970.06	IRWD Wire	Negotiable
14362	24-May-21	ORANGE COUNTY SANITATION DISTRICT	1,736,180.09	IRWD Wire	Negotiable
14363	24-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	6,021.24	IRWD Wire	Negotiable
14364	24-May-21	U.S. BANK NATIONAL ASSOCIATION	1,193.84	IRWD Wire	Negotiable
14365	24-May-21	BANK OF AMERICA	1,575.42	IRWD Wire	Negotiable
14366	24-May-21	U.S. BANK NATIONAL ASSOCIATION	516.38	IRWD Wire	Negotiable
14367	24-May-21	SUMITOMO MITSUI BANKING CORPORATION	2,675.34	IRWD Wire	Negotiable
14368	24-May-21	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	770,033.12	IRWD Wire	Negotiable
14369	24-May-21	CHARD SNYDER & ASSOCIATES, INC.	896.72	IRWD Wire	Negotiable
14370	24-May-21	CHARD SNYDER & ASSOCIATES, INC.	1,569.38	IRWD Wire	Negotiable
14371	24-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	33,839.78	IRWD Wire	Negotiable
14372	24-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	2,936.13	IRWD Wire	Negotiable
14373	24-May-21	CALPERS	252,226.44	IRWD Wire	Negotiable
14374	25-May-21	YORK INSURANCE SERVICES GROUP INC - CA	1,127.71	IRWD Wire	Negotiable
14375	26-May-21	ORANGE COUNTY SANITATION DISTRICT	969,278.87	IRWD Wire	Negotiable
14376	27-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	49,218.75	IRWD Wire	Negotiable
14377	27-May-21	BANK OF NEW YORK MELLON TRUST COMPANY NA	2,555.25	IRWD Wire	Negotiable
SUB-TOTAL ELECT	RONIC DISBU	RSEMENTS	5,696,372.28		
SUB-TOTAL AP CH	IECK AND ELE	CTRONIC DISBURSEMENTS	14,170,854.45		
SUB-TOTAL CHECK	K AND ELECTR	ONIC ISSUED AND VOIDED IN MAY 2021	-		
SUB-TOTAL CHECK	K AND ELECTR	ONIC ISSUED AND VOIDED IN MAY 2021	-		
TOTAL AP DISBUR	SEMENTS AN	D VOIDS FOR MAY 2021	14,170,854.45		

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#### Exhibit "E"

#### **MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS**

May 2021

	AMOUNT	VENDOR	PURPOSE
5/7/2021 5/21/2021	1,060,480.43 1,071,047.02 <b>\$2,131,527.45</b>	BANK OF AMERICA BANK OF AMERICA	ACH Payments for Payroll ACH Payments for Payroll

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#### Exhibit "F"

#### IRWD Gov Code 53065.5 Disclosure Report

Payment or Reimbursements for Individual charges of \$100 or more per transaction for services or product received. 01-MAY-21 to 31-MAY-21

NAME	CHECK NO.	CHECK DATE	AMOUNT	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Chaves, Romuel-Dave	418442	27-May-21	110.32	Other(Misc)	Safety Shoe Allowance
Cronin, Gregory	418439	20-May-21	193.90	Other(Misc)	Safety Shoe Allowance
Cronin, Gregory	418443	27-May-21	750.00	Other(Misc)	FY 20-21 Tool Reimbursement
Garcia, Alex	417885	6-May-21	200.00	Other(Misc)	Safety Shoe Allowance
Justice, Jack	418075	13-May-21	192.00	Membership Renewal	CWEA membership
Legault, Dan	418445	27-May-21	153.01	Other(Misc)	Fy 20-21 Tool Reimbursement
Legault, Dan	418445	27-May-21	129.99	Other(Misc)	Fy 20-21 Tool Reimbursement
Legault, Dan	418445	27-May-21	198.25	Other(Misc)	Fy 20-21 Tool Reimbursement
Lindsay, Marina	418264	20-May-21	125.00	Other(Misc)	Safety Shoe Allowance
Mitchem, Dennis	418076	13-May-21	212.80	Other(Misc)	Safety Shoe Allowance
Perez, Cesar	417886	6-May-21	200.00	Other(Misc)	Safety Shoe Allowance
Perry, Guy (Matthew)	418446	27-May-21	185.10	Other(Misc)	FY 20-21 Tool Reimbursement
Perry, Guy (Matthew)	418446	27-May-21	179.88	Other(Misc)	FY 20-21 Tool Reimbursement
Reed, James W	418440	20-May-21	210.00	Certification Renewal	Cross Connection Control Specialist
Sanchez, Hector	418447	27-May-21	750.00	Other(Misc)	FY 20-21 Tool Reimbursement
Silva, Constantino (Tino)	418078	13-May-21	118.00	Certification Renewal	SWRCB Water Distribution Operator Grade D2
Wilson, Brett	418448	27-May-21	350.98	Other(Misc)	FY 20-21 Tool Reimbursement
Wilson, Brett	418448	27-May-21	399.02	Other(Misc)	FY 20-21 Tool Reimbursement
Zamora, Victor	418079	13-May-21	106.52	Other(Misc)	Shade Tree Nursery supplies
	Total	Amount:	\$4,764.77		

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June 28, 2021

Prepared by: R. Jacobson Submitted by: C. Clary

Approved by: Paul A. Cook

#### CONSENT CALENDAR

#### IRVINE LAKE ACCESS AND USE LICENSE EXTENSION

#### **SUMMARY:**

In June 2019, IRWD entered into a license agreement with the County of Orange and Serrano Water District, permitting the County to operate a shoreline fishing concession at Irvine Lake. The license was extended in June 2020 for one year, expiring on June 30, 2021. Staff recommends the Board authorize the General Manager to execute an amendment extending this license for a period of up to one year.

#### BACKGROUND:

IRWD and Serrano Water District are the property owners of Irvine Lake. Subject to a pending transfer from Irvine Company, the County of Orange will own 75% of the recreation rights at the lake and Serrano will continue to own the remaining 25%.

In June 2019, the District entered into a one-year Access and Use License (License) with the County and Serrano, allowing the County to operate a shoreline fishing concession at Irvine Lake. An amendment to extend the License for one year was approved by the Board in June 2020, and the License is scheduled to expire on June 30, 2021. Staff recommends the Board authorize the General Manager to execute the Second Amendment to License for a period of up to one year. The draft Second Amendment to License is provided as Exhibit "A".

The License extension provides for early termination upon the occurrence of any of the following:

- Termination by any party with 30 days' written notice to the other parties;
- Written agreement to terminate signed by all parties;
- If IRWD and Serrano determine that the County has engaged in prohibited activities;
- Action by a regulatory agency limiting / restraining the ability to fish at the lake; or,
- The parties enter into a master lease for recreation at the lake.

#### <u>Resolution of Outstanding Real Property Matters – Update:</u>

IRWD, Serrano, the County and Irvine Company staff and their respective legal counsels continue efforts toward the resolution of outstanding real property matters at the lake. Primary outstanding items include finalizing easement agreements for unrestricted access to the lake for all parties, termination of multiple outdated agreements between IRWD, Serrano, Irvine Company / County of Orange and an agreement to terminate reversionary rights (to be replaced with a use covenant for water operating purposes).

Consent Calendar: Irvine Lake Access and Use License Extension

June 28, 2021

Page 2

#### **FISCAL IMPACTS:**

None.

#### ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

#### **COMMITTEE STATUS:**

This item was not reviewed by a Committee.

#### **RECOMMENDATION:**

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN IRWD, THE COUNTY OF ORANGE AND SERRANO WATER DISTRICT TO EXTEND THE TERM OF THE FISHING CONCESSION LICENSE AT IRVINE LAKE FOR A PERIOD OF UP TO ONE YEAR.

#### LIST OF EXHIBITS:

Exhibit "A" – Draft Second Amendment to License

#### Exhibit A

#### SECOND AMENDMENT TO LICENSE

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment") is entered into by and between IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Sections 34000, et seq. of the California Water Code ("IRWD"), SERRANO WATER DISTRICT, a special government district formed under the Irrigation District Law, California Water Code Sections 20500, et seq. ("SWD") and the COUNTY OF ORANGE, a political subdivision of the State of California ("County"). Each entity may be referred to herein individually as a "Party," or collectively as the "Parties."

#### RECITALS

- I. The Parties entered into that certain "Irvine Lake Access and Use License" effective July 1, 2019 with a termination date of June 30, 2020 ("License").
- II. The Parties entered into that certain "First Amendment" to the License on June 1, 2020 with a termination date of June 30, 2021.
- III. The Parties intend by this Second Amendment to extend the Term of the License and pilot program at Irvine Lake in order to continue to negotiate in good faith toward a long-term agreement for the recreational use of Irvine Lake and the extension of the License will facilitate time for the Parties to engage in additional good faith negotiations, including the potential development and release of a joint Request for Proposals ("RFP") by the Parties for an eventual master lease or similar agreement for recreational activities at Irvine Lake ("Master Lease"), the terms of which are anticipated to supersede and replace the terms and conditions of the License and its amendments.
- IV. The Parties have mutually agreed to amend the License to extend the term consistent with this Second Amendment.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License, effective June \_\_\_\_\_, 2021as follows:

A. Section IV of the License is hereby deleted from the License in its entirety and the following clause is substituted:

"The term ("**Term**") of this License and the rights of the County hereunder shall commence on the Effective Date and shall continue until the execution of the Master Lease or upon the following circumstances, whichever occurs earlier:

- A. The termination of this License by any Party for its convenience upon providing 30-day written notice to the other Parties; or
- B. A written agreement to terminate has been signed by all Parties; or
- C. If either Licensor reasonably determines and provides notice to the other Parties that the County has engaged in prohibited activities or uses inconsistent with or beyond the scope of the License; or
- D. Action by a regulatory agency that limits or otherwise restrains the ability of the public to fish in

Irvine Lake:

- E. The Parties enter into a Master Lease for recreation at Irvine Lake.
- B. Section VIII of the License is hereby deleted from the License in its entirety and the following clause is substituted:

"For the County's use of the Recreational Activities, the County shall pay SWD a fee ("Fee") which shall be the greater of: (i) \$4,500 per month or (ii) 25% of the County's net proceeds obtained from its Recreational Activities. Payment of the Fee shall be made on a monthly basis in arrears within forty-five days with supporting documents to verify the Fee paid. If this License is terminated by County prior to its expiration date for convenience pursuant to Section IV, above, the County shall provide thirty (30) days advance notice and shall pay the full amount otherwise due for any month or portion of month this License is still in effect, with no pro rata calculation applicable for such month. If this License is terminated by County prior to its expiration date for cause (e.g., material breach, regulatory requirements impose a substantial and negative impact on County's use of the License) the termination shall be effective immediately upon written notice provided by County to the Licensors, and County shall only be responsible for a pro rata difference in the Fee owed for the County's actual use of the Premises."

C. Wherever a conflict in the terms or conditions of this Second Amendment and the License or First Amendment may arise, if any, the terms or conditions of this Second Amendment shall prevail. In all other respects, the terms and conditions of the License not specifically changed by the First or Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment the day and year first above written.

[Signature Page to Follow]

	IRVINE RANCH WATER DISTRICT
	***By
	Print Name:
	Date:
	SERRANO WATER DISTRICT
	***By
	Print Name:
	Date:
APPROVED AS TO FORM:	COUNTY
By Deputy County Counsel	By Thomas A. Miller, Chief Real Estate Officer
	County Executive Office
Date:	Delegated authority per Resolution 20-016
	Date:

Note: This page is intentionally left blank.

June 28, 2021

Prepared by: L. Srader Submitted by: T. Mitcham Approved by: Paul A. Cook

#### CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO)
LOCAL #47 NON-EXEMPT SUPERVISOR UNIT EMPLOYEES AND
IRVINE RANCH WATER DISTRICT – JULY 1, 2021 - JUNE 30, 2023

#### SUMMARY:

Negotiations have concluded between IRWD and the International Brotherhood of Electrical Workers (IBEW) Local #47 Non-exempt Supervisor Unit Employees, and the terms and conditions agreed upon during the negotiations process have been ratified by the Non-exempt Supervisor Unit Employees. Staff recommends the Board authorize the General Manager to execute a Memorandum of Understanding (MOU) with IBEW Local #47 Non-exempt Supervisor Unit Employees effective July 1, 2021, through June 30, 2023, subject to non-substantive changes.

#### BACKGROUND:

Negotiations with IBEW Local #47 were initiated on April 29, 2021, to develop a successor agreement to the MOU that is set to expire on June 30, 2021. A tentative agreement was reached on June 17, 2021, and IBEW Local #47 Non-exempt Supervisor Unit Employees ratified the tentative agreement on June 23, 2021. Substantive provisions of the new MOU include:

- A two-year term for the agreement, from July 1, 2021, to June 30, 2023;
- Addition to Article VII. Union Access to include:
  - Section D. Release Time: Incorporation of a Side Letter of Agreement, executed on September 23, 2020. Each of the two (2) identified Stewards will be permitted 20 hours in the aggregate per steward, per calendar year, for a cumulative total of forty (40) hours per calendar year;
- Change to Article XII. Work Schedules and Rest Periods to include:
  - Section C. Shift Differential: Employees working regularly scheduled shifts, whose shifts include work time between the hours of 6:00 p.m. and 6:00 a.m., will increase from \$2.00 per hour to \$2.50 per hour for actual hours worked between 6:00 p.m. and 6:00 a.m.;
- Change to Article XX. Education and Training Assistance to include:
  - Revision of Section C. Certificates of Competence Incentive Program:
     Employees obtaining and maintaining specific certifications, as listed in the MOU by classification, will be eligible for either \$750 or \$300 annually.

#### FISCAL IMPACTS:

A Cost-of-Living Adjustment (COLA) for employee salaries was included in the Fiscal Year

Consent Calendar: Memorandum of Understanding with IBEW (AFL-CIO) Local #47 Non-exempt Supervisor Unit Employees and IRWD – July 1, 2021 - June 30, 2023 June 28, 2021 Page 2

2021-22 Operating Budget approved by the Board on April 26, 2021. The cost to implement the increase to Shift Differential Pay for Fiscal Year 2021-22 is approximately \$5,000. The cost to implement the changes to the Certificate of Competence Incentive Program is approximately \$20,000. There are sufficient funds in the Fiscal Year 2021-22 operating budget to implement the recommended action.

#### **ENVIRONMENTAL COMPLIANCE:**

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

#### COMMITTEE STATUS:

This item was not reviewed by a Committee.

#### RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN IRWD AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47 NON-EXEMPT SUPERVISOR UNIT EMPLOYEES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2023, SUBJECT TO NON-SUBSTANTIVE CHANGES.

#### **LIST OF EXHIBITS:**

Exhibit "A" – Memorandum of Understanding between IRWD and IBEW Local #47 Non-exempt Supervisor Unit Employees

#### **EXHIBIT "A"**

#### **Memorandum of Understanding**

International Brotherhood of Electrical Workers (AFL-CIO) Local #47
Non-Exempt Supervisor Unit Employees
and
Irvine Ranch Water District

July 1, 2021 - June 30, 2023

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# Memorandum of Understanding Between International Brotherhood of Electrical Workers (AFL-CIO) Local #47 Non-Exempt Supervisor Unit Employees and Irvine Ranch Water District

#### I. PARTIES AND RECOGNITION

This Memorandum of Understanding ("MOU") is made and entered into between the Irvine Ranch Water District ("IRWD" or "District") and the International Brotherhood of Electrical Workers ("IBEW" (AFL-CIO) Local #47, herein after referred to as the Union, the formally recognized exclusive representative of the Non-Exempt Supervisor Unit employees, pursuant to the provisions of the Meyers-Milias Brown Act.

#### II. TERM OF AGREEMENT

The terms and conditions of this Memorandum of Understanding ("MOU") shall remain in full force and effect from July 1, 2021, until June 30, 2023. MOU represents the total agreement between the parties. Neither party shall be compelled to negotiate on any subject within the scope of this Agreement during the term of this Agreement without the express written agreement of the other. If either party desires to make any changes or modifications of this Agreement for the ensuing period, it shall give written notice to the other party not less than sixty (60) days prior to the termination of this Agreement, in writing.

#### III. SCOPE OF AGREEMENT

<u>Recognition.</u> This Agreement shall apply to IRWD's Regular employees in the positions listed in Exhibit A (the Non-Exempt Supervisor Unit), excluding temporary employees and managerial, confidential, and supervisory employees as defined in the Meyers Milias Brown Act and applicable Public Employment Relations Board regulations.

**Representation.** IRWD recognizes IBEW Local #47 as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring with respect to wages, hours and all other terms and conditions of employment, as defined by the Meyers Milias Brown Act.

#### IV. UNION RIGHTS

IBEW Local #47 is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of Non-Exempt Supervisor Unit employees in the unit.

#### V. <u>DISTRICT RIGHTS</u>

The District shall retain and continue to have sole and exclusive responsibility and right, except as otherwise expressly and clearly provided by this Agreement, to manage, plan, direct and control all aspects of its operations, to direct its employees and its work force; to hire, promote, transfer, demote, layoff, recall, discipline, suspend or discharge employees at will and in its sole discretion; to assign and reassign employees to new or different duties or classifications, hours of work and shifts; to add or delete job classifications and duties; to establish rules and regulations not in direct conflict with this Agreement; to introduce new and improved methods of operation; to subcontract to others any work on or off premises; to set and attain work and production standards; to improve quality: to reduce costs: to perform any and all other things which the District deems necessary and desirable for the efficient and successful operation of its business, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act. Changes to regularly scheduled shifts shall be made upon 5 business days advance notice unless such changes are agreed to between the employee(s) and the relevant supervisor(s)/manager(s). For the purposes of this MOU, 'regularly scheduled shift' will be defined as a recurring shift assignment other than emergency, special assignment or other abnormal or unusual work shift assignment.

The District shall be the sole judge as to the reliability, competency, and performance of any of the employees. All employees must perform their work to the satisfaction of the District.

Nothing in this Agreement shall limit the District's management functions, under which it shall have, among others, the right to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action as the District deems just, necessary, desirable or appropriate; and to require employees to observe District rules and regulations presently in effect and/or to be put into effect, provided they are not in direct violation with the provisions of this Agreement, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act.

It is the exclusive right of the District to administer the merit system.

Without limiting the above, the District retains the authority to take whatever action may be necessary when it determines there exists an emergency situation.

The right and responsibility of final decisions regarding wages, hours, fringe benefits, working conditions, and other terms and conditions of employment resides solely with the District's Board, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act.

This Agreement shall not abridge any right to a "Skelly" hearing if such right is due to an employee independent of this Agreement.

#### VI. <u>EMPLOYEE RELATIONS DISCUSSION FORUM</u>

The Director of Human Resources and up to three (3) other District representatives may meet with the Non-Exempt Supervisor Unit's representative and no more than four (4) other Non-Exempt Supervisor Unit employee representatives once every three (3) months at the request of either party. The General Manager will make every effort to

attend as available. More frequent meetings may be held by mutual agreement. The requesting party shall construct a meeting agenda and submit it to the other side in writing prior to the meeting.

The basic purpose of these meetings is to discuss issues of common interest and to solve problems in a constructive fashion.

#### VII. UNION ACCESS

- A. <u>Reasonable Access.</u> Union and Non-Exempt Supervisor Unit employee representatives will be allowed reasonable time to meet with management to perform Union duties as needed. Time spent during regular work hours must be approved in advance by the Director of Human Resources or the General Manager.
- **Access to Facilities.** The Union may schedule pre-work, after work or lunch meetings for the Non-Exempt Supervisor Unit representatives and/or employees in the District conference rooms at reasonable times when these facilities are not being used by submitting a verbal, written or electronic request for approval to the appropriate District representative. The request shall include the date, time and the number of people expected for the meeting. The District will provide consideration for up to two (2) meetings per year to begin at 4:00 p.m. The Union will be granted access to Non-Exempt Supervisor Unit employees on District premises for the purposes of investigating grievances, engaging in contract enforcement and other representational duties, upon reasonable request, explanation of process and approval by the Director of Human Resources. The Union will present such requests to the Human Resources Director at least 48 hours in advance of the access sought. The Union will not interfere with the regular District business/duties when present on District property. Unit employees may be granted release time at the discretion of the Director of Human Resources for a reasonable amount of time to meet with the Union for the purposes of investigating grievances, engaging in contract enforcement and other representational duties.
- **C.** <u>Bulletin Boards.</u> The District shall provide for the Union's use, designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:
- 1. All postings for bulletin boards must contain the date of posting and the identification of the organization.
- 2. The Union will not post information which is defamatory, derogatory, or obscene. Upon notice from the District of allegedly inappropriate material posted, the Union shall remove the offending material promptly. If not removed within 48 hours, the Union's right to post will be suspended for a period not to exceed 90 days.
- **D.** Release Time. The Union shall have the right to appoint Stewards as they deem necessary for the appropriate representation of the Non-Exempt Supervisor Unit. Upon appointment, the Union shall provide the Director of Human Resources with the names of the stewards within 30 calendar days of the contract ratification date, and 30 calendar days following any changes (i.e., the appointment or removal of an

employee from these duties). There shall be a maximum of two (2) Stewards for Non-Exempt Supervisor Unit. Each of the two (2) identified stewards will be permitted 20 hours in the aggregate per steward per calendar year, for a cumulative total of forty (40) hours per calendar year. The Stewards, to the extent they cannot perform their responsibilities on non-working time, may use this time for training purposes; presenting grievances on behalf of Non-Exempt Supervisor Unit employees; presenting concerns/questions on behalf of the Non-Exempt Supervisor Unit employees to Human Resources; investigating whether a violation of the MOU has occurred and if a grievance is warranted; investigating grievances, and; when requested, representing Non-Exempt Supervisor Unit employees who have been directed to attend an investigatory interview and/or disciplinary meeting with management. Such use of working time shall be subject to advance approval of the appropriate supervisor(s) or manager(s) on the basis that it will not interfere with the normal operations or with established safety or security requirements.

The Union will notify the District with a minimum of seven (7) calendar days' notice for training. The Union will make every reasonable effort to approve requests that do not conflict with preexisting training or events. All overtime hours will be deducted from the aggregate at the rate of 1.5 hours.

The release time provision will sunset upon the termination of this MOU and will not continue after this date unless mutually agreed to.

# VIII. CONTRIBUTION TO CALPERS RETIREMENT BENEFIT

Non-Exempt Supervisor Unit employees hired on or after January 1, 2013, who have worked for another CalPERS or other reciprocal agency without a six-month break in service shall be enrolled for CalPERS retirement benefits in the District's 2<sup>nd</sup> tier retirement formula of two percent at 60 (2% @ 60) and will contribute the full amount of the employee portion of the CalPERS contribution, currently established by CalPERS as 7%, commencing at their date of hire.

Non-Exempt Supervisor Unit employees hired on or after January 1, 2013, shall be enrolled for CalPERS retirement benefits in the two percent at 62 (2% @ 62) formula as mandated by the California Public Employees' Pension Reform Act of 2012 (PEPRA), and will contribute an employee contribution of 50% of the total normal cost of benefits, limited to a maximum of 8% of compensation as provided by PEPRA.

Non-Exempt Supervisor Unit employees enrolled in the District's 1<sup>st</sup> tier CalPERS retirement benefit formula of two and one half percent at 55 (2.5% @ 55) will contribute 8% of "member's earnings" into his/her retirement account.

It is the intent that this section shall be construed in a manner consistent with PEPRA; to the extent of any conflict between PEPRA and this MOU, PEPRA shall be controlling. Resolutions, amendments to the District's contract with CalPERS and such other proceedings and documents as may be necessary or requested by CalPERS to implement the changes to the CalPERS retirement benefits as discussed in this MOU will be submitted for adoption by the District's Board.

#### IX. COST OF LIVING ADJUSTMENT

Effective July 1, 2021, Non-Exempt Supervisor Unit employees will receive a Cost of Living Adjustment equal to 3.6% of base hourly rate.

Effective July 1<sup>st</sup> of each subsequent year of this MOU, Non-Exempt Supervisor Unit employees shall receive a Cost of Living Adjustment (COLA) to base hourly rate, equal to the Los Angeles-Long Beach-Anaheim Consumer Price Index for all Urban Consumers (CPI-U) measured over the directly preceding period of April to April.

# X. <u>DEFERRED COMPENSATION</u>

<u>Matching District Contribution</u>. After the completion of one year of employment the District will match up to 3% of employees' contribution to the District's deferred compensation plan in accordance with District Policy during the term of this Agreement.

<u>Direct District Contribution</u>. Beginning in March 2019 the District will, upon employee completion of two years of employment, contribute on behalf of each Non-Exempt Supervisor Unit member, an amount, equal to 1% of employee's base pay, as a District Direct Contribution to the District's deferred compensation plan, in accordance with District Policy.

#### XI. <u>HEALTHCARE BENEFITS CONTRIBUTION</u>

Non-Exempt Supervisor Unit employees will receive CalPERS or other comparable program medical insurance, that includes comparable costs, services, and providers, as determined through the bargaining process. The District contribution to employee premiums will be based on the calculation methodology of 90% of the highest enrollment PPO plan offered.

#### XII. WORK SCHEDULES AND REST PERIODS

<u>Work Schedules.</u> The standard work week for Non-Exempt Supervisor Unit employees consists of seven consecutive 24-hour periods beginning at noon on Friday and ending at noon the following Friday. An alternate work week may be allowed with the approval of the General Manager. Regular daily-shift starting and ending times are between the hours of 6:00am and 5:30 p.m. as determined by the Department Director or his/her designee. Exceptions to the regular daily-shift start times may occur as the operational needs of the District require for work occurring outside the 6:00 a.m. to 5:30 p.m. time frame.

**Rest Periods.** Non-Exempt Supervisor Unit employees may, on their regularly scheduled day of work, utilize a 10-minute rest break in the morning hours and an additional 10-minute rest break in the afternoon, as well as a 30-minute meal period. Meal periods are not compensable. Meal period times are assigned by the immediate supervisor on a schedule basis to meet the needs of the District service. Rest breaks must be taken at times that do not disrupt District service as determined by the employee's supervisor.

**Shift Differential**. Employees working regularly scheduled shifts, which shifts include work time between the hours of 6:00 p.m. and 6:00 a.m., will be paid \$2.50 per hour for actual hours worked between the above stated times. FLSA non-productive paid hours (i.e., sick time, vacation, and personal holiday) are not subject to Shift Differential pay.

# XIII. OVERTIME

<u>Daily/Weekly.</u> Full-time Non-Exempt Supervisor Unit employees (employees who are regularly scheduled to work 40 hours/week) who are required by their supervisor or other authorized person to work in excess of 40 hours in one work week, or more than his/her regularly scheduled hours in one day will be compensated at their overtime rate of pay as defined by District policy. Overtime shall only be worked with approval of the employee's supervisor.

<u>Holiday.</u> Full-time Non-Exempt Supervisor Unit employees who are required by their supervisor or other authorized person to work on a District approved holiday will be compensated at his/her overtime rate of pay for all hours worked on the holiday, in addition to straight time for his/her normally scheduled hours of holiday pay.

# XIV. STANDBY PAY

Non-Exempt Supervisor Unit employees who are required by the District to be on standby for emergency work during normal off-duty hours will be paid 1.86 hours at one and one half times their base hour rate of pay for each day assigned to standby duty, not to exceed thirteen (13) hours of overtime pay for one work week. Non-Exempt Supervisor Unit employees will not receive standby pay for any days on which he/she does not report to work, or leaves work early due to illness

#### XV. CALL OUT PAY

Non-Exempt Supervisor Unit employees called back to work during an off-duty period will be compensated for a minimum of two (2) hours of pay. Call Out Pay will include pay for the time the employee uses to travel to and from the work location.

#### A. Remote Response Call Out Pay

Non-Exempt Supervisor Unit employees Use of a laptop, phone, or other electronic device to respond to a system (i.e., SCADA) alarm:

- When assigned to standby.
- When remote response occurs prior to 9:00 p.m. the employee will be paid a minimum of one-quarter (.25) hours of overtime pay for the time spent in response.
- When remote response occurs between 9:00 p.m. and 6:00 a.m. the employee will receive a minimum of one-half (.50) hours of overtime pay for time spent in response.

 When the alarm requires a field response – CALL OUT PAY will be provided, inclusive of the time spent providing any remote response required prior to the field response.

## XVI. <u>ELECTIVE PAYOUTS OF SICK LEAVE</u>

In lieu of using accrued Sick Leave for a covered leave, an employee with at least 11 years of service may elect to buyback (and receive cash payment of) Sick Leave at 100% value.

To make the election, an employee must, in November of the calendar year <u>preceding</u> the calendar year in which the employee wishes the buyback to occur, file an irrevocable election form with the District stating their intent to buy back the leave and identifying the number of Sick Leave hours covered by the election. The election form must be filed with the District's Human Resources Department. The election will apply only to Sick Leave hours accrued in the same calendar year as the buyback (i.e., the calendar year following the filing of the election). An employee may elect to either (i) receive cash payment ("cashout") of sick leave, (ii) contribute sick leave to his or her account under the District's 457(b) plan, or (iii) a combination of both. Employees who do not file a valid election by November 30 of a preceding calendar year may not subsequently elect to buy back at 100% value any Sick Leave accrued in the following calendar year. For each calendar year, employees may make this election up to the number of hours specified below based on the year the accruals are earned:

0-10 years of service up to 96 hours at 50%

11-15 years of service up to 30 hours @ 100%, remainder (up to 96

hrs) @ 50%

16-20 years of service up to 60 hours @ 100%, remainder (up to 96

hrs) @ 50%

21+ years of service up to 96 hours at 100%

In lieu of using accrued Sick Leave for a covered leave, an employee may elect to buyback Sick Leave, regardless of when accrued and regardless of the employee's total years of service, at 50% value. This election is limited to 96 hours per calendar year; and any Sick Leave hours sold back during the calendar year at 100% value as permitted above will count towards that year's 96-hour limit for buy back at 50% value. For example, if an employee with 12 years of service elects to buy back 30 hours of sick leave at 100% value, the employee may buy back an additional 66 hours at 50% value in the same calendar year.

Payment of Sick Leave hours sold at 50% value will be made on or about November 30 after the employee's election. To make this election, an employee must file an election form with the District's Human Resources Department. An employee may elect to either (i) receive cash payment ("cashout") of sick leave, (ii) contribute sick leave to his or her account under the District's 457(b) plan, or (iii) a combination of both.

An employee's buyback of Sick Leave may not reduce the employee's Sick Leave balance below 80 hours. Accordingly, the Sick Leave amount sold back (and the corresponding payment) to the employee will be lowered as needed to maintain the 80-hour minimum; and no buyback will occur if the employee's Sick Leave balance is 80 hours or less.

0-10 years of service	up to 96 hours at 50%
11-15 years of service	up to 30 hours @ 100%, remainder (up to 96 hrs) @ 50%
16-20 years of service	up to 60 hours @ 100%, remainder (up to 96 hrs) @ 50%
21+ years of service	up to 96 hours at 100%

# XVII. ELECTIVE PAYOUTS OF VACATION LEAVE

**A.** <u>Accrual.</u> Non-Exempt Supervisor Unit employees will accrue vacation leave according to the following monthly schedule, based upon years of service:

Less than 5 years of service	6.67 hours (80 hours/year)
5 or more years of service but less than 10 years	10.00 hours (120 hours/year)
10 or more years of service but less than 15 years	13.33 hours (160 hours/year)
15 or more years of service but less than 20 years	15.00 hours (180 hours/year)
20 or more years of service	16.67 hours (200 hours/year)

#### B. Cashout/Contribution.

In lieu of using accrued vacation leave for a covered leave, an employee may elect to either (i) receive cash payment ("cashout") of vacation leave, (ii) contribute vacation leave to his or her account under the District's 457(b) plan, or (iii) a combination of both. To make the election, an employee must, in November of the calendar year preceding the calendar year in which the employee wishes the cashout or contribution (or both) to occur, file an irrevocable election form with the District stating their intent to cashout or contribute the leave and identifying the number of vacation leave hours covered by the election. The election form must be filed with the District's Human Resources Department. The election will apply only to vacation leave hours accrued in the same calendar year as the cashout or contribution (i.e., the calendar year following the filing of the election). Employees who do not file a valid election by November 30 of a preceding

calendar year may not subsequently elect under this provision to cashout or contribute any vacation leave accrued in the following calendar year.

#### C. Limits on Cashouts and Contributions.

An employee's election to receive cashouts or contributions of vacation leave for a calendar year is subject to the following limitations:

- The aggregate cashout and contribution may not reduce the employee's vacation leave balance below 80 hours. Accordingly, the cashout or contribution amount will be lowered as needed to maintain the 80-hour minimum (if the employee elected both cashouts and contributions, the reduction will be made proportionally from both according to the election percentage); and no election or contribution will occur if the employee's vacation leave balance is 80 hours or less.
- If any part of the employee's elected contribution cannot be made to the 457(b) plan due to contribution limits imposed by the tax laws, that amount will instead be paid in cash to the employee.
- The employee's elected cashout or contribution will be made in the calendar year following the election, at the time and in the manner determined by the District.

Accrual Maximum Following Transfer/Payout. In the event the employee's accrued vacation balance as of December 31st of a calendar year exceed the Vacation Accrual Maximum, the excess accruals will be automatically contributed by the District to the employee's account under the District's 401(a) defined contribution plan.

# D. Personal Holiday.

Following six months of employment, employees are eligible to take one scheduled workday off as a personal holiday each calendar year. The personal holiday must be requested by an employee and approved by the employee's supervisor at least one week before the employee plans to use it. When an employee is going to separate from the District for reasons of retirement or voluntary termination and at the time of separation his or her Personal Holiday has not yet been used, the Personal Holiday can accrue to the employee's vacation balance and then paid out to the employee upon separation in accordance with existing policy. When this situation occurs but the employee termination is involuntary, the Personal Holiday shall not accrue to the employee and shall not be paid out upon termination.

#### XVIII. BEREAVEMENT LEAVE

In the event of the death, or the critical illness, where death appears to be imminent, of an immediate family member (as defined in District Personnel Policy and Procedure No. 17 – Bereavement) of a Non-Exempt Supervisor Unit employee, Bereavement Leave will be granted for three (3) work days per calendar year, if traveling within 500 miles from the District for services, or five (5) work days per calendar year, if traveling over 500 miles from the District for services. If additional hours are required, the employee may elect to take these hours without pay or have the hours deducted from his or her accrued sick leave and/or vacation hours. Additional bereavement leave may be granted at the discretion of the Director of Human Resources. Non-Exempt Supervisor Unit employees are required to notify their supervisor when the need for Bereavement Leave arises.

#### XIX. UNIFORMS

The District will provide to each Non-Exempt Supervisor Unit employee, required by the District to wear a uniform as a condition of employment, eleven (11) sets of uniforms. Unit employees may be issued other accessory items, such as belts, hats and outerwear as determined necessary by the District. The District will provide the maintenance and upkeep of the provided uniforms.

Standby personnel will be issued three additional shirts and pants for a total of 14 each of shirts and pants.

Lab employees will be provided with lab coats which will be maintained by the District.

#### XX. EDUCATION AND TRAINING ASSISTANCE

- **A.** <u>Tuition Reimbursement</u>. Non-Exempt Supervisor Unit employees are eligible for tuition reimbursement of up to 75% of eligible tuition and textbook expenses in accordance with District policy.
- **B.** College Degree Incentive Program. Non-Exempt Supervisor Unit employees who obtain a college degree through an accredited program are eligible to receive a \$1000.00 incentive payment in accordance with District policy.

#### C. Certificates of Competence Incentive Program.

- Non-Exempt Supervisor Unit employees who obtain a job-related Certificate of Competence which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District Policy.
- 2. Employees in the following classifications are eligible to receive an annual incentive in the amount of \$750 annually for obtaining and maintaining one of the Certificates of Competence listed below (for a maximum of one (1) certificate per employee):

- Operations Supervisor (Water)
  - State Water Resources Control Board T5
- Operations Supervisor (Recycling)
  - State Water Resources Control Board WW5
- 3. Employees in the following classifications are eligible to receive an annual incentive in the amount of \$300 for obtaining and maintaining one of the Certificates of Competence listed below (for a maximum of one (1) certificate per employee):
  - Automation Supervisor
    - California Water Environment Association IV Electrical & Instrumentation Technologist
  - Collections Systems Supervisor
    - California Water Environment Association IV Collection System Maintenance
  - Construction Inspection Supervisor
    - State Water Resources Control Board T3
  - Electrical Supervisor
    - California Water Environment Association IV Electrical & Instrumentation Technologist
  - Facilities Services Supervisor
    - California Contractor's License issued by the California Contractors State License Board
  - Fleet Supervisor
    - Certification by the Automotive Service Excellence (ASE) as a Certified Master Automotive Technician or Certified MED/Heavy Truck Master Technician
  - Instrumentation Supervisor
    - California Water Environment Association IV Electrical & Instrumentation Technologist
  - Mechanical Services Supervisor
    - California Water Environment Association IV Mechanical Technologist

- Water Maintenance Supervisor (Field Services)
  - State Water Resources Control Board D IV
- Water Maintenance Supervisor (Construction Services)
  - State Water Resources Control Board D IV or California Water Environment Association IV Collection System Maintenance
- Water Monitoring Supervisor
  - State Water Resources Control Board T3

<u>Occupational Program Certificate Incentive Program.</u> Non-Exempt Supervisor Unit employees who obtain a job-related Occupational Program certificate which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District policy.

#### XXI. SAFETY EQUIPMENT

The District agrees to provide Non-Exempt Supervisor Unit employees with safety equipment to ensure personal safety in the performance of his/her job duties.

<u>Safety Shoe Reimbursement.</u> Non-Exempt Supervisor Unit employees will be provided reimbursement for the purchase of safety shoes in accordance with District Policy according to the following schedule:

Category 1 Up to \$200/calendar year

Category 2 Up to \$125/calendar year

Category 3 Up to \$125/calendar year

Category 4 Up to \$125/calendar year plus Category 1

reimbursement if eligible

Physician prescribed shoes Up to \$200/calendar year

<u>Prescription Safety Eyewear.</u> Non-Exempt Supervisor Unit employees who require prescription eyeglasses and who are required to wear safety glasses as part of their normal job duties will be provided reimbursement for the purchase of prescription safety glasses in accordance with District policy, not to exceed \$225/calendar year.

#### XXII. COMMERCIAL DRIVER'S LICENSE INCENTIVE

Non-Exempt Supervisor Unit employees who are required to maintain a commercial driver's license for the performance of their assigned job duties will receive an annual Commercial Driver's License Incentive of \$200, to be paid on a per-pay period basis of \$7.70.

Non-Exempt Supervisor Unit employees in non-commercial driver's license required job classifications will receive the annual Commercial Driver's License Incentive described in section A above if the employee maintains their Commercial Driver's License in good standing and it is determined by the District that such licensure in the specific job class is beneficial to the District service.

# XXIII. SHARED HEALTH AND FITNESS INCENTIVE

Effective January 1, 2016, Non-Exempt Supervisor Unit employees are eligible for 50% reimbursement of costs associated with gym memberships, electronic fitness tracking devices, monitored weight loss programs (i.e., Weight Watchers, Jenny Craig, Lindora, etc.) and/or smoking cessation programs up to a maximum of \$400 per fiscal year. The Shared Health and Fitness Incentive replaces the Exercise Incentive program of \$10 for each 25 hours of exercise performed at a District fitness facility.

# XXIV. OTHER BENEFITS AND FORMS OF COMPENSATION

All other forms of compensation, including employee benefits not specifically mentioned in this MOU shall remain unchanged for the duration of the MOU.

#### XXV. UNION FEES AND/OR DUES

# Union Dues and Authorization to Deduct

- 1. The District shall, during the term of this MOU, deduct monies for membership dues on a per pay period basis form employees represented by the Union who have a dues deduction and authorization form on file with IBEW Local #47. In so doing, the District shall make periodic deductions from pay of employees for whom IBEW Local #47 certifies it has, in its physical custody, a written authorization which has been signed by the individual from whose salary or wages the deduction is to be made. IBEW Local #47 shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or term of the authorization.
- 2. Pursuant to Government Code Section 1157.129b), all employee requests to cancel or change deductions for IBEW Local #47 dues shall be directed to IBEW Local #47. The District shall rely on information provided by the Union regarding whether deductions for IBEW Local #47 dues were properly cancelled or changed.

#### **Sufficient Employee Earnings for Deduction**

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving wage replacement benefits (i.e., SDI, PFL, LTD,TD, etc.) during a pay period, no

deduction shall be made. In this connection, all other legal and required deductions including health care and insurance deductions) have priority over Union dues.

### **Indemnification**

The Union shall indemnify, defend, and hold the District harmless against any liability rising from any claims, demands or other action relating to the District's compliance with the Union dues obligation, including claims relating to the Union's use of the monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenges to the district's compliance with the union dues obligation and the Union agrees to pay an attorney, arbitrator or court fees related thereto.

#### XXVI. NO LOCKOUT/WORK STOPPAGES

No employee shall engage in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District. Due to the direct threat to public health and safety that would result, participation by any employee in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District shall subject the employee to immediate discharge at the sole discretion of the District. Without limiting the foregoing, the District shall be entitled to injunctive relief to end any such strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District.

For the purposes of this Agreement, "strike" or "striking activity" is defined to mean or include engaging or directly participating in any strike, slowdown, job action, sick-in, sick-out, or any concerted interference with the work of the District or impending of work or business of the District.

The District shall not lockout bargaining Unit Employees.

The District shall not hire non-bargaining unit Regular employees (as defined by District policy) to perform bargaining unit work.

# XXVII. PRE-DISCIPLINARY PROCEDURAL NOTICE AND OPPORTUNITY FOR RESPONSE AND HEARING

- A. <u>Minor Discipline</u>. Non-probationary Non-Exempt Supervisor Unit employees subject to minor discipline (not qualifying as "Substantial Discipline" as defined below) may provide a written response to be attached to the minor discipline documentation if they so choose. Such written response must be submitted within ten (10) calendar days from receipt of the minor discipline.
- **B.** <u>Substantial Discipline.</u> Non-probationary Non-Exempt Supervisor Unit employees will be accorded pre-disciplinary safeguards as described in this

section before any substantial disciplinary action is imposed. Substantial disciplinary action shall include:

- a. Termination;
- b. Involuntary demotion involving reduction in pay;
- c. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
- d. Suspension without pay for five (5) or more working days.
- **C.** <u>Notice of Intent.</u> A written Notice of Intent to impose substantial disciplinary action must be prepared by the Manager, working with Human Resources, setting forth:
  - 1. A short statement of the reason for the proposed action;
  - 2. A summary of the performance problems upon which the action is based;
  - 3. An explanation of the rule or policy that was violated, including references to the policy number or other source, if applicable;
  - 4. A summary of any preceding disciplinary actions within the last year, with copies attached;
  - 5. A description of any documents or other physical or documentary evidence being relied upon in connection with this action with copies attached; and
  - 6. A statement that the employee will have a right to respond, verbally, in writing or both to the appropriate District authority.

A copy of the Notice of Intent, with a signed employee acknowledgment, must be forwarded to Human Resources for retention in the employee's personnel file.

D. <u>Employee Response.</u> To ensure that the District does not act without considering relevant information available to it, employees are to be provided the opportunity to respond verbally, in writing or both to the intended imposition of any substantial disciplinary action within seven (7) calendar days from the date of the Notice of Intent to the department director, who may at his or her discretion reverse the Manager's recommendation.

#### E. Appeals

- 1. <u>Right to Appeal</u>. Employees have a right to appeal the imposition of the following actions:
  - a. Termination:
  - b. Involuntary demotion involving reduction in pay;
  - c. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
  - d. Suspension without pay for five (5) or more working days.

#### 2. Method of Appeal

- a. In the event of the imposition of substantial discipline as described herein, the decision of the department director will be considered final unless the employee files an appeal in accordance with this policy.
- b. An employee wishing to appeal must file a signed written statement with the Director of Human Resources within seven (7) calendar days of the effective date of the action. This writing must describe his/her intention to appeal, the reason for the appeal, and whether or not the use of a hearing officer is being requested.
- c. Upon receipt of the notice and if no hearing officer is requested, the Director of Human Resources or his/her designee will arrange for a meeting with the General Manager or his/her designee and the employee requesting an appeal, within seven (7) calendar days of the filing of the appeal. After weighing all the evidence, the General Manager will render a decision within seven (7) calendar days of the meeting unless a time extension is deemed necessary. The decision of the General Manager is final.
- d. If a hearing officer is requested, the Director of Human Resources will arrange for a meeting between the employee, his representative if any and the General Manager or his/her designee within seven calendar days <u>after</u> the hearing officer has submitted findings and recommendations. The General Manager, after weighing all the evidence and the findings of the hearing officer, will make a decision which will be final.

#### 3. Hearing Officer

- a. At any time during the conduct of the appeal, but prior to its submission to the General Manager or designee, the use of a hearing officer may be requested by either the employee or the employee's representative, if any, the department director who imposed the substantial discipline, or the Director of Human Resources.
- b. If a hearing officer is requested, the District will secure a hearing officer from the State Mediation and Conciliation Services (SMCS) or the State office of the Administrative Law Judge (ALJ), who will be a neutral professional with fact-finding experience. If the hearing officer is requested by the appellant, the cost will be borne by the appellant or their representative. If the hearing officer is requested by the District, the cost will be borne by the District. If the hearing officer is determined to be used by mutual agreement of the parties, the cost will be borne equally by the appellant or their representative and the District.
- c. The function of the hearing officer will be to examine the facts and available evidence, question witnesses and make a

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recommendation to the General Manager.

e. The findings and recommendations of the hearing officer will be submitted to both the appellant and the General Manager. Any final decision issued by the General Manager shall be in writing and issued to the employee and her/his representative, if any.

# 4. Right to representation.

In the conduct of the appeal, the appellant will have the right, at his/her own expense, to be represented by another person of his/her own choosing and to summon witnesses on his/her behalf.

#### XXVIII. GRIEVANCE PROCEDURE

#### A. Definitions:

- 1. Grievance A grievance is an allegation by an employee(s) or the Union of a violation of any express provision of the applicable MOU.
  - 2. Grievant An employee, group of employees or the Union.

#### B. Timeliness:

- 1. The grievance must be filed by the grievant within the timelines set forth herein.
- 2. The timelines contained herein may be extended to a definite date by written, mutual agreement of the grievant and the District's appropriate representative.

#### C. Employee Representation.

The grievant, at his/her own expense, may be represented by a person of his or her choice to prepare and present the grievance at any step of this process. The employee may use a reasonable amount of pre-approved release time to process the grievance.

# D. Informal Grievance Procedure.

Within fifteen (15) calendar days Following the event, or within fifteen (15) calendar days after the grievant should reasonably have known of the event, the grievant should attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor. If the grievant is not able to resolve the grievance after informal discussion with his/her immediate supervisor, the grievant will have the right to file a formal grievance in writing within ten (10) calendar days after the informal discussion with his/her immediate supervisor. The written formal grievance shall contain:

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- 1. Employee name, job title and department name
- 2. Name of representative, if any
- 3. Statement of grievance, providing date and time or action aggrieved and circumstances of grievance
- 4. Specific provisions of MOU alleged to have been violated
- 5. Date of informal discussion with immediate supervisor
- 6. Date of filing of formal grievance
- 7. Signature of employee and/or representative, if any. (Electronic signature accepted.)

#### Formal Grievance Procedure.

- 1. <u>First Level Formal Review Department Director</u>: The formal written grievance shall be presented to the employee's Department Director or his/her designee who will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The Department Director will render his/her decision in writing to the employee within ten (10) calendar days after receiving the grievance. If the employee does not agree with the Department Director's decision, or if no answer is received within ten (10) calendar days, the employee may present the formal written grievance to the General Manager. Failure of the employee to submit the grievance to the General Manager within ten (10) calendar days after receipt of the written decision from his/her Department Director will constitute a dropping of the grievance.
- 2. <u>Second Level Formal Review General Manager Review</u>: The General Manager, after receiving the grievance, will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The General Manager may select a designee not in the normal line of supervision, including, but not limited to, a representative of the SMCS or ALJ, to advise him concerning the grievance. The General Manager will render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

#### XXIX. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, including the Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions

rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ADOPTED, SIGNED and APPROVED this 28 day of June 2021.			
Dave Paulson, Date Non-Exempt Supervisor Unit Representative	Paul Cook, General Manager Irvine Ranch Water District	 Date	
Kevin Reideler Date Non-Exempt Supervisor Unit Representative			
Jesse Perez Date Non-Exempt Supervisor Unit Representative			
Colin Lavin Date Business Manager International Brotherhood of Electrical Workers (AFL-CIO) Local #47			
Dick Reed Date Assistant Business Manager International Brotherhood of Electrical Workers (AFL-CIO) Local #47			
APPROVED AS TO FORM: Date Jeff Brown, Partner Payne and Fears			

# POSITIONS INCLUDED IN THE NON-EXEMPT SUPERVISOR UNIT

Automation Supervisor
Collection Systems Supervisor
Construction Inspection Supervisor
Cross Connection Supervisor
Electrical Supervisor
Instrumentation Supervisor
Facilities Services Supervisor
Fleet Supervisor
Mechanical Services Supervisor
Operations Supervisor
Water Maintenance Supervisor
Water Monitoring Supervisor

June 28, 2021

Prepared by: L. Srader Submitted by: T. Mitcham Approved by: Paul A. Cook

#### CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO) LOCAL #47 GENERAL UNIT EMPLOYEES AND IRVINE RANCH WATER DISTRICT - JULY 1, 2021, THROUGH JUNE 30, 2023

#### SUMMARY:

Negotiations have concluded between IRWD and the International Brotherhood of Electrical Workers (IBEW) Local #47 General Unit Employees, and the terms and conditions agreed upon during the negotiations process have been ratified by the General Unit Employees. Staff recommends the Board authorize the General Manager to execute the Memorandum of Understanding (MOU) with IBEW Local #47 General Unit Employees subject to non-substantive changes.

#### **BACKGROUND:**

Negotiations with IBEW Local #47 were initiated on April 29, 2021, to develop a successor agreement to the MOU (which expires on June 30, 2021). A tentative agreement was reached on June 17, 2021, and IBEW Local #47 General Unit Employees ratified the tentative agreement on June 22, 2021. Substantive provisions of the new MOU include:

- A two-year term for the agreement from July 1, 2021, to June 30, 2023;
- Addition to Article VII. Union Access to include:
  - Section D. Release Time: Incorporation of a Side Letter of Agreement executed on September 23, 2020. Each of the four (4) identified Stewards will be permitted 20 hours in the aggregate per steward per calendar year, for a cumulative total of forty (80) hours per calendar year;
- Change to Article XII. Work Schedules and Rest Periods to include:
  - Section C. Shift Differential: Employees working regularly scheduled shifts, which shifts include work time between the hours of 6:00 p.m. to 6:00 a.m., will increase from \$2.00 per hour to \$2.50 per hour for actual hours worked between 6:00 p.m. and 6:00 a.m.; and
- Change to Article XVII Annual Vacation Leave Transfer/Payout to include: Section A. Accrual: Added accrual tiers based on years of service and include new tier for employees with 15 or more years of service at 180 hours per year.

#### FISCAL IMPACTS:

A Cost-of-Living Adjustment (COLA) for employee salaries was included in the Fiscal Year 2021-22 Operating Budget approved by the Board on April 26, 2021. The cost to implement the increase to Shift Differential Pay for Fiscal Year 2021-22 is approximately \$5,000. The cost to

No. 12 MOU IBEW General Unit.docx

Consent Calendar: Memorandum of Understanding with the International Brotherhood of Electrical Workers (AFL-CIO) Local #47 General Unit Employees and Irvine Ranch Water District July 1, 2021, through June 30, 2023
June 28, 2021
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implement the additional tier of vacation is approximately \$100,000. There are sufficient funds available in the Fiscal Year 2021-22 operating budget to implement the recommended action.

#### **ENVIRONMENTAL COMPLIANCE:**

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

#### **COMMITTEE STATUS:**

This item was not reviewed by Committee.

#### RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47 GENERAL UNIT EMPLOYEES, EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2023, SUBJECT TO NON-SUBSTANTIVE CHANGES.

#### LIST OF EXHIBITS:

Exhibit "A" – Memorandum of Understanding between IRWD and IBEW Local #47 General Unit Employees

# **EXHIBIT "A"**

# **Memorandum of Understanding**

International Brotherhood of Electrical Workers (AFL-CIO) Local #47 General Unit Employees and Irvine Ranch Water District

July 1, 2021 - June 30, 2023

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# Memorandum of Understanding Between International Brotherhood of Electrical Workers (AFL-CIO) Local #47 General Unit Employees and Irvine Ranch Water District

#### I. PARTIES AND RECOGNITION

This Memorandum of Understanding ("MOU") is made and entered into between the Irvine Ranch Water District ("IRWD" or "District") and the International Brotherhood of Electrical Workers ("IBEW") (AFL-CIO) Local #47, herein after referred to as the Union, the formally recognized exclusive representative of the General Unit employees, pursuant to the provisions of the Meyers-Milias Brown Act.

#### II. TERM OF AGREEMENT

The terms and conditions of this Memorandum of Understanding ("MOU") shall remain in full force and effect from July 1, 2021, until June 30, 2023, inclusive. This MOU represents the total agreement between the parties. Neither party shall be compelled to negotiate on any subject within the scope of this Agreement during the term of this Agreement without the express written agreement of the other. If either party desires to make any changes or modifications of this Agreement for the ensuing period, it shall give written notice to the other party not less than sixty (60) days prior to the termination of this Agreement, in writing.

#### III. SCOPE OF AGREEMENT

- **A.** Recognition. This Agreement shall apply to IRWD's Regular employees in the positions listed in Exhibit A (the General Unit), excluding temporary employees and managerial, confidential, and supervisory employees as defined in the Meyers Milias Brown Act and applicable Public Employment Relations Board regulations.
- **B.** Representation. IRWD recognizes IBEW Local #47 as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring with respect to wages, hours and all other terms and conditions of employment, as defined by the Meyers Milias Brown Act.

# IV. UNION RIGHTS

IBEW Local #47 is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of General Unit employees in the unit.

# V. DISTRICT RIGHTS

- The District shall retain and continue to have sole and exclusive responsibility and right, except as otherwise expressly and clearly provided by this Agreement, to manage, plan, direct and control all aspects of its operations, to direct its employees and its work force; to hire, promote, transfer, demote, layoff, recall, discipline, suspend or discharge employees at will and in its sole discretion; to assign and reassign employees to new or different duties or classifications, hours of work and shifts; to add or delete job classifications and duties; to establish rules and regulations not in direct conflict with this Agreement; to introduce new and improved methods of operation; to subcontract to others any work on or off premises; to set and attain work and production standards; to improve quality; to reduce costs; to perform any and all other things which the District deems necessary and desirable for the efficient and successful operation of its business, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act. Changes to regularly scheduled shifts shall be made upon 5 business days advance notice unless such changes are agreed to between the employee(s) and the relevant supervisor(s)/manager(s). For the purposes of this MOU, 'regularly scheduled shift' will be defined as a recurring shift assignment other than emergency, special assignment or other abnormal or unusual work shift assignment.
- **B.** The District shall be the sole judge as to the reliability, competency, and performance of any of the employees. All employees must perform their work to the satisfaction of the District.
- **C.** Nothing in this Agreement shall limit the District's management functions, under which it shall have, among others, the right to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action as the District deems just, necessary, desirable or appropriate; and to require employees to observe District rules and regulations presently in effect and/or to be put into effect, provided they are not in direct violation with the provisions of this Agreement, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act.
  - **D.** It is the exclusive right of the District to administer the merit system.
- **E.** Without limiting the above, the District retains the authority to take whatever action may be necessary when it determines there exists an emergency situation.
- **F.** The right and responsibility of final decisions regarding wages, hours, fringe benefits, working conditions, and other terms and conditions of employment resides solely with the District's Board, subject to any meet and confer obligations imposed by the Meyers Milias Brown Act.
- **G.** This Agreement shall not abridge any right to a "Skelly" hearing, if such right is due to an employee independent of this Agreement.

# VI. <u>EMPLOYEE RELATIONS DISCUSSION FORUM</u>

- **A.** The Director of Human Resources and up to three (3) other District representatives may meet with the General Unit's representative and no more than four (4) other General Unit employee representatives once every three (3) months at the request of either party. The General Manager will make every effort to attend as available. More frequent meetings may be held by mutual agreement. The requesting party shall construct a meeting agenda and submit it to the other side in writing prior to the meeting.
- **B.** The basic purpose of these meetings is to discuss issues of common interest and to solve problems in a constructive fashion.

# VII. <u>UNION ACCESS</u>

- **A.** <u>Reasonable Access.</u> Union and General Unit employee representatives will be allowed reasonable time to meet with management to perform Union duties as needed. Time spent during regular work hours must be approved in advance by the Director of Human Resources or the General Manager.
- B. Access to Facilities. The Union may schedule pre-work, after work or lunch meetings for the General Unit representatives and/or employees in the District conference rooms at reasonable times when these facilities are not being used by submitting a verbal, written or electronic request for approval to the appropriate District representative. The request shall include the date, time and the number of people expected for the meeting. The District will provide consideration for up to two (2) meetings per year to begin at 4:00 p.m. The Union will be granted access to General Unit employees on District premises for the purposes of investigating grievances, engaging in contract enforcement and other representational duties, upon reasonable request, explanation of process and approval by the Director of Human Resources. The Union will present such requests to the Human Resources Director at least 48 hours in advance of the access sought. The Union will not interfere with the regular District business/duties when present on District property. Unit employees may be granted release time at the discretion of the Director of Human Resources for a reasonable amount of time to meet with the Union for the purposes of investigating grievances, engaging in contract enforcement and other representational duties.
- **C.** <u>Bulletin Boards.</u> The District shall provide for the Union's use, designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:
- 1. All postings for bulletin boards must contain the date of posting and the identification of the organization.
- 2. The Union will not post information which is defamatory, derogatory, or obscene. Upon notice from the District of allegedly inappropriate material posted, the Union shall remove the offending material promptly. If not removed within 48 hours, the Union's right to post will be suspended for a period not to exceed 90 days.

**Release Time.** The Union shall have the right to appoint Stewards as they deem necessary for the appropriate representation of the General Unit. Upon appointment, the Union shall provide the Director of Human Resources with the names of the stewards within 30 calendar days of the contract ratification date, and 30 calendar days following any changes (i.e., the appointment or removal of an employee from these duties). There shall be a maximum of four (4) Stewards for the General Unit. Each of the four (4) identified stewards will be permitted 20 hours in the aggregate per steward per calendar year, for a cumulative total of eighty (80) hours per calendar year. The Stewards, to the extent they cannot perform their responsibilities on non-working time, may use this time for training purposes; presenting grievances on behalf of the General Unit employees; presenting concerns/questions on behalf of the General Unit employees to Human Resources; investigating whether a violation of the MOU has occurred and if a grievance is warranted; investigating grievances, and; when requested, representing General Unit employees who have been directed to attend an investigatory interview and/or disciplinary meeting with management. Such use of working time shall be subject to advance approval of the appropriate supervisor(s) or manager(s) on the basis that it will not interfere with the normal operations or with established safety or security requirements.

The Union will notify the District with a minimum of seven (7) calendar days' notice for training. The District will make every reasonable effort to approve requests that do not conflict with preexisting training or events. All overtime hours will be deducted from the aggregate at the rate of 1.5 hours.

The release time provision will sunset upon the termination of this MOU and will not continue after this date unless mutually agreed to.

# VIII. CONTRIBUTION TO CALPERS RETIREMENT BENEFIT

- **A.** General Unit employees hired on or after January 1, 2013, who have worked for another CalPERS or other reciprocal agency without a six-month break in service shall be enrolled for CalPERS retirement benefits in the District's 2<sup>nd</sup> tier retirement formula of two percent at 60 (2% @ 60) and will contribute the full amount of the employee portion of the CalPERS contribution, currently established by CalPERS as 7%, commencing at their date of hire.
- **B.** General Unit employees hired on or after January 1, 2013, shall be enrolled for CalPERS retirement benefits in the two percent at 62 (2% @ 62) formula as mandated by the California Public Employees' Pension Reform Act of 2012 (PEPRA), and will contribute an employee contribution of 50% of the total normal cost of benefits, limited to a maximum of 8% of compensation as provided by PEPRA.
- **C.** General Unit employees enrolled in the District's 1<sup>st</sup> tier CalPERS retirement benefit formula of two and one half percent at 55 (2.5% @ 55) will contribute 8% of "member's earnings" into his/her retirement account.

It is the intent that this section shall be construed in a manner consistent with PEPRA; to the extent of any conflict between PEPRA and this MOU, PEPRA shall be controlling. Resolutions, amendments to the District's contract with CalPERS and such other

proceedings and documents as may be necessary or requested by CalPERS to implement the changes to the CalPERS retirement benefits as discussed in this MOU will be submitted for adoption by the District's Board.

# IX. COST OF LIVING ADJUSTMENT

Effective July 1, 2021, General Unit employees will receive a Cost of Living Adjustment equal to 3.6% of base hourly rate.

Effective July 1<sup>st</sup> of each subsequent year of this MOU, General Unit employees shall receive a Cost of Living Adjustment (COLA) to base hourly rate, equal to the Los Angeles-Long Beach-Anaheim Consumer Price Index for all Urban Consumers (CPI-U) measured over the directly preceding period of April to April.

# X. <u>DEFERRED COMPENSATION</u>

- **A.** <u>Matching District Contribution</u>. After the completion of one year of employment the District will match up to 3% of employees' contribution to the District's deferred compensation plan in accordance with District Policy during the term of this Agreement.
- **B.** <u>Direct District Contribution</u>. Beginning in March 2019 the District will, upon employee completion of two years of employment, contribute on behalf of each General Unit member, an amount, equal to 1% of employee's base pay, as a District Direct Contribution to the District's deferred compensation plan, in accordance with District Policy.

#### XI. HEALTHCARE BENEFITS CONTRIBUTION

General Unit employees will receive CalPERS or other comparable program medical insurance, that includes comparable costs, services, and providers, as determined through the bargaining process. The District contribution to employee premiums will be based on the calculation methodology of 90% of the highest enrollment PPO plan offered.

#### XII. WORK SCHEDULES AND REST PERIODS

A. <u>Work Schedules.</u> The standard work week for General Unit employees consists of seven consecutive 24-hour periods beginning at noon on Friday and ending at noon the following Friday. An alternate work week may be allowed with the approval of the General Manager. Regular daily-shift starting and ending times are between the hours of 6:00am and 5:30 p.m. as determined by the Department Director or his/her designee. Exceptions to the regular daily-shift start times may occur as the operational needs of the District require for work occurring outside the 6:00am to 5:30 p.m. time frame.

- **B.** Rest Periods. General Unit employees may, on their regularly scheduled day of work, utilize a 10-minute rest break in the morning hours and an additional 10-minute rest break in the afternoon, as well as a 30-minute meal period. Meal periods are not compensable. Meal period times are assigned by the immediate supervisor on a schedule basis to meet the needs of the District service. Rest breaks must be taken at times that do not disrupt District service as determined by the employee's supervisor.
- **C.** <u>Shift Differential</u>. Employees working regularly scheduled shifts, which shifts include work time between the hours of 6:00 p.m. and 6:00 a.m., will be paid \$2.50 per hour for actual hours worked between the above stated times. FLSA non-productive paid hours (i.e., sick time, vacation, and personal holiday) are not subject to Shift Differential pay.

#### XIII. <u>OVERTIME</u>

- A. <u>Daily/Weekly.</u> Full-time non-exempt General Unit employees (employees who are regularly scheduled to work 40 hours/week) who are required by their supervisor or other authorized person to work in excess of 40 hours in one work week, or more than his/her regularly scheduled hours in one day will be compensated at their overtime rate of pay as defined by District policy. Overtime shall only be worked with approval of the employee's supervisor.
- **B.** Holiday. Full-time non-exempt General Unit employees who are required by their supervisor or other authorized person to work on a District approved holiday will be compensated at his/her overtime rate of pay for all hours worked on the holiday, in addition to straight time for his/her normally scheduled hours of holiday pay.

# XIV. STANDBY PAY

General Unit employees who are required by the District to be on standby for emergency work during normal off-duty hours will be paid 1.86 hours at one and one half times their base hour rate of pay for each day assigned to standby duty, not to exceed thirteen (13) hours of overtime pay for one work week. General Unit employees will not receive standby pay for any days on which he/she does not report to work, or leaves work early due to illness.

#### XV. CALL OUT PAY

General Unit employees called back to work during an off-duty period will be compensated for a minimum of two (2) hours of pay. Call Out Pay will include pay for the time the employee uses to travel to and from the work location.

#### A. Remote Response Call Out Pay

General Unit employees are eligible for Remote Response Call Out Pay for their use of a laptop, phone, or other electronic device to respond to a system (i.e., SCADA) alarm:

When assigned to standby.

- When remote response occurs prior to 9:00 p.m. the employee will be paid a minimum of one-quarter (.25) hours of overtime pay for the time spent in response.
- When remote response occurs between 9:00 p.m. and 6:00 a.m. the employee will receive a minimum of one-half (.50) hours of overtime pay for time spent in response.
- When the alarm requires a field response CALL OUT PAY will be provided, inclusive of the time spent providing any remote response required prior to the field response.

# XVI. <u>ELECTIVE PAYOUTS OF SICK LEAVE</u>

In lieu of using accrued Sick Leave for a covered leave, an employee with at least 11 years of service may elect to buyback (and receive cash payment of) Sick Leave at 100% value.

To make the election, an employee must, in November of the calendar year <u>preceding</u> the calendar year in which the employee wishes the buyback to occur, file an irrevocable election form with the District stating their intent to buy back the leave and identifying the number of Sick Leave hours covered by the election. The election form must be filed with the District's Human Resources Department. The election will apply only to Sick Leave hours accrued in the same calendar year as the buyback (i.e., the calendar year following the filing of the election). An employee may elect to either (i) receive cash payment ("cashout") of sick leave, (ii) contribute sick leave to his or her account under the District's 457(b) plan, or (iii) a combination of both. Employees who do not file a valid election by November 30 of a preceding calendar year may not subsequently elect to buy back at 100% value any Sick Leave accrued in the following calendar year. For each calendar year, employees may make this election up to the number of hours specified below based on the year the accruals are earned:

0-10 years of service up to 96 hours at 50%

11-15 years of service up to 30 hours @ 100%, remainder (up to 96

hrs) @ 50%

16-20 years of service up to 60 hours @ 100%, remainder (up to 96

hrs) @ 50%

21+ years of service up to 96 hours at 100%

In lieu of using accrued Sick Leave for a covered leave, an employee may elect to buyback Sick Leave, regardless of when accrued and regardless of the employee's total years of service, at 50% value. This election is limited to 96 hours per calendar year; and any Sick Leave hours sold back during the calendar year at 100% value as permitted above will count towards that year's 96-hour limit for buy back at 50% value. For example, if an employee with 12 years of service elects to buy back 30 hours of sick

leave at 100% value, the employee may buy back an additional 66 hours at 50% value in the same calendar year.

Payment of Sick Leave hours sold at 50% value will be made on or about November 30 after the employee's election. To make this election, an employee must file an election form with the District's Human Resources Department. An employee may elect to either (i) receive cash payment ("cashout") of sick leave, (ii) contribute sick leave to his or her account under the District's 457(b) plan, or (iii) a combination of both.

An employee's buyback of Sick Leave may not reduce the employee's Sick Leave balance below 80 hours. Accordingly, the Sick Leave amount sold back (and the corresponding payment) to the employee will be lowered as needed to maintain the 80-hour minimum; and no buyback will occur if the employee's Sick Leave balance is 80 hours or less.

#### XVII. ELECTIVE PAYOUTS OF VACATION LEAVE

**A**. <u>Accrual.</u> General Unit employees will accrue vacation leave according to the following monthly schedule, based upon years of service:

Less than 5 years of service	6.67 hours (80 hours/year)
5 or more years of service but less than 10 years	10.00 hours (120 ours/year)
10 or more years of service but less than 15 years	13.33 hours (160 hours/year)
15 or more years of service	15.00 hours (180 hours/year)

# B. <u>Cashout/Contribution.</u>

In lieu of using accrued vacation leave for a covered leave, an employee may elect to either (i) receive cash payment ("cashout") of vacation leave, (ii) contribute vacation leave to his or her account under the District's 457(b) plan, or (iii) a combination of both. To make the election, an employee must, in November of the calendar year preceding the calendar year in which the employee wishes the cashout or contribution (or both) to occur, file an irrevocable election form with the District stating their intent to cashout or contribute the leave and identifying the number of vacation leave hours covered by the election. The election form must be filed with the District's Human Resources Department. The election will apply only to vacation leave hours accrued in the same calendar year as the cashout or contribution (i.e., the calendar year following the filing of the election). Employees who do not file a valid election by November 30 of a preceding calendar year may not subsequently elect under this provision to cashout or contribute any vacation leave accrued in the following calendar year.

# C. <u>Limits on Cashouts and Contributions</u>.

An employee's election to receive cashouts or contributions of vacation leave for a calendar year is subject to the following limitations:

- The aggregate cashout and contribution may not reduce the employee's vacation leave balance below 80 hours. Accordingly, the cashout or contribution amount will be lowered as needed to maintain the 80-hour minimum (if the employee elected both cashouts and contributions, the reduction will be made proportionally from both according to the election percentage); and no election or contribution will occur if the employee's vacation leave balance is 80 hours or less.
- If any part of the employee's elected contribution cannot be made to the 457(b) plan due to contribution limits imposed by the tax laws, that amount will instead be paid in cash to the employee.
- The employee's elected cashout or contribution will be made in the calendar year following the election, at the time and in the manner determined by the District.

Accrual Maximum Following Transfer/Payout. In the event the employee's accrued vacation balance as of December 31st of a calendar year exceed the Vacation Accrual Maximum, the excess accruals will be automatically contributed by the District to the employee's account under the District's 401(a) defined contribution plan.

#### D. <u>Personal Holiday</u>.

Following six months of employment, employees are eligible to take one scheduled workday off as a personal holiday each calendar year. The personal holiday must be requested by an employee and approved by the employee's supervisor at least one week before the employee plans to use it. When an employee is going to separate from the District for reasons of retirement or voluntary termination and at the time of separation his or her Personal Holiday has not yet been used, the Personal Holiday can accrue to the employee's vacation balance and then paid out to the employee upon separation in accordance with existing policy. When this situation occurs but the employee termination is involuntary, the Personal Holiday shall not accrue to the employee and shall not be paid out upon termination.

#### XVIII. BEREAVEMENT LEAVE

In the event of the death, or the critical illness, where death appears to be imminent, of an immediate family member (as defined in District Personnel Policy and Procedure No. 17 – Bereavement) of a General Unit employee, Bereavement Leave will be granted for

three (3) work days per calendar year, if traveling within 500 miles from the District for services, or five (5) work days per calendar year, if traveling over 500 miles from the District for services. If additional hours are required, the employee may elect to take these hours without pay or have the hours deducted from his or her accrued sick leave and/or vacation hours. Additional bereavement leave may be granted at the discretion of the Director of Human Resources. General Unit employees are required to notify their supervisor when the need for Bereavement Leave arises.

#### XIX. UNIFORMS

The District will provide to each General Unit employee, required by the District to wear a uniform as a condition of employment, eleven (11) sets of uniforms. Unit employees may be issued other accessory items, such as belts, hats and outerwear as determined necessary by the District. The District will provide the maintenance and upkeep of the provided uniforms.

Standby personnel will be issued three additional shirts and pants for a total of 14 each of shirts and pants.

Lab employees will be provided with lab coats which will be maintained by the District.

# XX. EDUCATION AND TRAINING ASSISTANCE

- **A.** <u>Tuition Reimbursement</u>. General Unit employees are eligible for tuition reimbursement of up to 75% of eligible tuition and textbook expenses in accordance with District policy.
- **B.** College Degree Incentive Program. General Unit employees who obtain a college degree through an accredited program are eligible to receive a \$1000.00 incentive payment in accordance with District policy.
- C. <u>Certificates of Competence Incentive Program.</u> General Unit employees who obtain a job-related Certificate of Competence which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District Policy.
- **D.** Occupational Program Certificate Incentive Program. General Unit employees who obtain a job-related Occupational Program certificate which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District policy.

#### XXI. SAFETY EQUIPMENT

The District agrees to provide General Unit employees with safety equipment to ensure personal safety in the performance of his/her job duties.

**A.** <u>Safety Shoe Reimbursement.</u> General Unit employees will be provided reimbursement for the purchase of safety shoes in accordance with District Policy according to the following schedule:

Category 1 Up to \$200/calendar year

Category 2 Up to \$125/calendar year

Category 3 Up to \$125/calendar year

Category 4 Up to \$125/calendar year plus Category 1

reimbursement if eligible

Physician prescribed shoes Up to \$200/calendar year

**B.** <u>Prescription Safety Eyewear.</u> General Unit employees who require prescription eyeglasses and who are required to wear safety glasses as part of their normal job duties will be provided reimbursement for the purchase of prescription safety glasses in accordance with District policy, not to exceed \$225 per calendar year.

#### XXII. COMMERCIAL DRIVER'S LICENSE INCENTIVE

- **A.** General Unit employees who are required to maintain a commercial driver's license for the performance of their assigned job duties will receive an annual Commercial Driver's License Incentive of \$200, to be paid on a per-pay period basis of \$7.70.
- **B.** General Unit employees in non-commercial driver's license required job classifications will receive the annual Commercial Driver's License Incentive described in section A above if the employee maintains their Commercial Driver's License in good standing and it is determined by the District that such licensure in the specific job class is beneficial to the District service.

#### XXIII. SHARED HEALTH AND FITNESS INCENTIVE

Effective January 1, 2016, General Unit employees are eligible for 50% reimbursement of costs associated with gym memberships, electronic fitness tracking devices, monitored weight loss programs (i.e., Weight Watchers, Jenny Craig, Lindora, etc.) and/or smoking cessation programs up to a maximum of \$400 per fiscal year. The Shared Health and Fitness Incentive replaces the Exercise Incentive program of \$10 for each 25 hours of exercise performed at a District fitness facility.

# XXIV. OTHER BENEFITS AND FORMS OF COMPENSATION

All other forms of compensation, including employee benefits not specifically mentioned in this MOU shall remain unchanged for the duration of the MOU.

#### XXV. UNION FEES AND/OR DUES

#### A. <u>Union Dues and Authorization to Deduct</u>

- 1. The District shall, during the term of this MOU, deduct monies for membership dues on a per pay period basis form employees represented by the Union who have a dues deduction and authorization form on file with IBEW Local #47. In so doing, the District shall make periodic deductions from pay of employees for whom IBEW Local #47 certifies it has, in its physical custody, a written authorization which has been signed by the individual from whose salary or wages the deduction is to be made. IBEW Local #47 shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or term of the authorization.
- 2. Pursuant to Government Code Section 1157.129b), all employee requests to cancel or change deductions for IBEW Local #47 dues shall be directed to IBEW Local #47. The District shall rely on information provided by the Union regarding whether deductions for IBEW Local #47 dues were properly cancelled or changed.

#### B. <u>Sufficient Employee Earnings for Deduction</u>

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving wage replacement benefits (i.e., SDI, PFL, LTD,TD, etc.) during a pay period, no deduction shall be made. In this connection, all other legal and required deductions including health care and insurance deductions) have priority over Union dues.

#### C. Indemnification

The Union shall indemnify, defend, and hold the District harmless against any liability rising from any claims, demands or other action relating to the District's compliance with the Union dues obligation, including claims relating to the Union's use of the monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenges to the district's compliance with the union dues obligation and the Union agrees to pay an attorney, arbitrator or court fees related thereto.

#### XXVI. NO LOCKOUT/WORK STOPPAGES

**A.** No employee shall engage in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District. Due to the direct threat to public health and safety that would result, participation by any employee in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District shall subject the employee to

immediate discharge at the sole discretion of the District. Without limiting the foregoing, the District shall be entitled to injunctive relief to end any such strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District.

- **B.** For the purposes of this Agreement, "strike" or "striking activity" is defined to mean or include engaging or directly participating in any strike, slowdown, job action, sick-in, sick-out, or any concerted interference with the work of the District or impending of work or business of the District.
  - **C.** The District shall not lockout bargaining Unit Employees.
  - **D.** The District shall not hire non-bargaining unit Regular employees (as defined by District policy) to perform bargaining unit work.

# XXVII. PRE-DISCIPLINARY PROCEDURAL NOTICE AND OPPORTUNITY FOR RESPONSE AND HEARING

- **A.** <u>Minor Discipline.</u> Non-probationary General Unit employees subject to minor discipline (not qualifying as "Substantial Discipline" as defined below) may provide a written response to be attached to the minor discipline documentation if they so choose. Such written response must be submitted within ten (10) calendar days from receipt of the minor discipline.
- **B.** <u>Substantial Discipline.</u> Non-probationary General Unit employees will be accorded pre-disciplinary safeguards as described in this section before any substantial disciplinary action is imposed. Substantial disciplinary action shall include:
  - a. Termination;
  - b. Involuntary demotion involving reduction in pay;
  - c. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
  - d. Suspension without pay for five (5) or more working days.
- **C.** <u>Notice of Intent.</u> A written Notice of Intent to impose substantial disciplinary action must be prepared by the Manager, working with Human Resources, setting forth:
  - 1. A short statement of the reason for the proposed action;
  - 2. A summary of the performance problems upon which the action is based;
  - 3. An explanation of the rule or policy that was violated, including references to the policy number or other source, if applicable;
  - 4. A summary of any preceding disciplinary actions within the last year, with copies attached;

- A description of any documents or other physical or documentary evidence being relied upon in connection with this action with copies attached; and
- 6. A statement that the employee will have a right to respond, verbally, in writing or both to the appropriate District authority.

A copy of the Notice of Intent, with a signed employee acknowledgment, must be forwarded to Human Resources for retention in the employee's personnel file.

**D.** <u>Employee Response.</u> To ensure that the District does not act without considering relevant information available to it, employees are to be provided the opportunity to respond verbally, in writing or both to the intended imposition of any substantial disciplinary action within seven (7) calendar days from the date of the Notice of Intent to the department director, who may at his or her discretion reverse the Manager's recommendation.

# E. Appeals

- 1. <u>Right to Appeal</u>. Employees have a right to appeal the imposition of the following actions:
  - a. Termination;
  - b. Involuntary demotion involving reduction in pay;
  - c. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
  - d. Suspension without pay for five (5) or more working days.

#### 2. Method of Appeal

- a. In the event of the imposition of substantial discipline as described herein, the decision of the department director will be considered final unless the employee files an appeal in accordance with this policy.
- b. An employee wishing to appeal must file a signed written statement with the Director of Human Resources within seven (7) calendar days of the effective date of the action. This writing must describe his/her intention to appeal, the reason for the appeal, and whether or not the use of a hearing officer is being requested.
- c. Upon receipt of the notice and if no hearing officer is requested, the Director of Human Resources or his/her designee will arrange for a meeting with the General Manager or his/her designee and the employee requesting an appeal, within seven (7) calendar days of the filing of the appeal. After weighing all the evidence, the General Manager will render a decision within seven (7) calendar days of the meeting unless a time extension is deemed necessary. The decision of the General Manager is final.

d. If a hearing officer is requested, the Director of Human Resources will arrange for a meeting between the employee, his representative if any and the General Manager or his/her designee within seven calendar days <u>after</u> the hearing officer has submitted findings and recommendations. The General Manager, after weighing all the evidence and the findings of the hearing officer, will make a decision which will be final.

### 3. Hearing Officer

- a. At any time during the conduct of the appeal, but prior to its submission to the General Manager or designee, the use of a hearing officer may be requested by either the employee or the employee's representative, if any, the department director who imposed the substantial discipline, or the Director of Human Resources.
- b. If a hearing officer is requested, the District will secure a hearing officer from the State Mediation and Conciliation Services (SMCS) or the State office of the Administrative Law Judge (ALJ), who will be a neutral professional with fact-finding experience. If the hearing officer is requested by the appellant, the cost will be borne by the appellant or their representative. If the hearing officer is requested by the District, the cost will be borne by the District. If the hearing officer is determined to be used by mutual agreement of the parties, the cost will be borne equally by the appellant or their representative and the District.
- c. The function of the hearing officer will be to examine the facts and available evidence, question witnesses and make a recommendation to the General Manager.
- e. The findings and recommendations of the hearing officer will be submitted to both the appellant and the General Manager. Any final decision issued by the General Manager shall be in writing and issued to the employee and her/his representative, if any.

### 4. Right to representation.

In the conduct of the appeal, the appellant will have the right, at his/her own expense, to be represented by another person of his/her own choosing and to summon witnesses on his/her behalf.

### XXVIII. GRIEVANCE PROCEDURE

### A. <u>Definitions</u>:

- 1. Grievance A grievance is an allegation by an employee(s) or the Union of a violation of any express provision of the applicable MOU.
  - 2. Grievant An employee, group of employees or the Union.

### B. <u>Timeliness</u>:

- 1. The grievance must be filed by the grievant within the timelines set forth herein.
- 2. The timelines contained herein may be extended to a definite date by written, mutual agreement of the grievant and the District's appropriate representative.
- **C.** <u>Employee Representation</u>. The grievant, at his/her own expense, may be represented by a person of his or her choice to prepare and present the grievance at any step of this process. The employee may use a reasonable amount of pre-approved release time to process the grievance.
- **D.** Informal Grievance Procedure. Within fifteen (15) calendar days following the event, or within fifteen (15) calendar days after the grievant should reasonably have known of the event, the grievant should attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor. If the grievant is not able to resolve the grievance after informal discussion with his/her immediate supervisor, the grievant will have the right to file a formal grievance in writing within ten (10) calendar days after the informal discussion with his/her immediate supervisor. The written formal grievance shall contain:
  - 1. Employee name, job title and department name
  - 2. Name of representative, if any
  - 3. Statement of grievance, providing date and time or action aggrieved and circumstances of grievance
  - 4. Specific provisions of MOU alleged to have been violated
  - 5. Date of informal discussion with immediate supervisor
  - 6. Date of filing of formal grievance
  - 7. Signature of employee and/or representative, if any. (Electronic signature accepted.)

### E. Formal Grievance Procedure.

- 1. <u>First Level Formal Review Department Director</u>: The formal written grievance shall be presented to the employee's Department Director or his/her designee who will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The Department Director will render his/her decision in writing to the employee within ten (10) calendar days after receiving the grievance. If the employee does not agree with the Department Director's decision, or if no answer is received within ten (10) calendar days, the employee may present the formal written grievance to the General Manager. Failure of the employee to submit the grievance to the General Manager within ten (10) calendar days after receipt of the written decision from his/her Department Director will constitute a dropping of the grievance.
- 2. <u>Second Level Formal Review General Manager Review</u>: The General Manager, after receiving the grievance, will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The General Manager may select a designee not in the normal line of supervision, including, but not limited to, a representative of the SMCS or ALJ, to advise him concerning the grievance. The General Manager will render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

### XXIX. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, including the Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

### ADOPTED, SIGNED and APPROVED this 28 day of June 2021. Paul Cook, General Manager Jack Justice, Date Date General Unit Representative Irvine Ranch Water District **Bobby Strunk** Date General Unit Representative Debbie Kanoff Date General Unit Representative Matt Daniel Date General Unit Representative Colin Lavin Date **Business Manager** International Brotherhood of Electrical Workers (AFL-CIO) Local #47 Dick Reed Date Assistant Business Manager International Brotherhood of Electrical Workers (AFL-CIO) Local #47

Date

APPROVED AS TO FORM:

Jeff Brown, Partner Payne and Fears

### **POSITIONS INCLUDED IN THE GENERAL UNIT**

Accountant Maintenance Mechanic

Accounting Clerk Maintenance Mechanic, Senior

Accounting Clerk, Senior Material Control Clerk I
Asset Maintenance Coordinator Material Control Clerk II

Automation Technician Metering Systems Technician I
Automation Specialist Metering Systems Technician II
Buyer Metering Systems Technician III

Buyer, Senior Office Assistant
Collections Systems CCTV Technician Office Specialist

Collection Systems CCTV Technician, Senior Office Specialist, Senior Collection Systems Technician I Operations Coordinator

Collection Systems Technician II

Collection Systems Technician, Senior

Operator I

Operator II

Construction Inspector Operator III

Construction Inspector, Senior Payroll Administrator
Cross Connection Control Specialist Process Specialist
Customer Service Field Technician Public Affairs Analyst
Customer Service Field Technician, Senior Public Affairs Specialist

Customer Service Specialist I Purchasing Coordinator
Customer Service Specialist II Purchasing Coordinator, Senior
Customer Service Specialist III Recycled Water Project Specialist

Development Services Specialist Recycled Water Specialist

Electrical Technician Recycled Water Specialist, Senior

Electrical Technician, Senior

Engineering Technician I

Engineering Technician II

Engineering Technician III

Scientist

Scientist, Senior

Environmental Compliance Specialist Support Specialist

Facilities Services Technician Support Specialist, Senior

Facilities Services Technician, Senior

Utility Worker

Vehicle/Equipment Mech

GIS Technician I

GIS Technician II

Vehicle/Equipment Mechanic

Vehicle/Equipment Mechanic, Senior

Vehicle/Equipment Mechanic, Senior

Water Maintenance Technician II

Water Maintenance Technician II

Information Services Coordinator Water Maintenance Technician III

Instrumentation Technician Water Efficiency Analyst

Instrumentation Technician, Senior Water Efficiency Field Technician

Laboratory Analyst Water Efficiency Field Technician, Senior

Landscape Contracts Administrator Water Efficiency Specialist

Mail Coordinator Water Efficiency Specialist, Senior Maintenance Apprentice Water Loss Prevention Specialist

Water Loss Prevention Specialist, Senior Water Resources Specialist Wetlands Scientist Wetlands Specialist Wetlands Specialist, Senior

June 28, 2021

Prepared by: L. Srader Submitted by: T. Mitcham Approved by: Paul A. Cook

#### CONSENT CALENDAR

### IRWD SALARY GRADE SCHEDULE CHANGES FOR GENERAL UNIT AND NON-EXEMPT SUPERVISOR UNIT EMPLOYEES FOR FISCAL YEAR 2021-22

#### SUMMARY:

Staff recommends the Board approve the Schedule of Revised Positions and Salary Grades based on a COLA of 3.6% for the General Unit and the Non-exempt Supervisor Unit Employees for FY 2021-22 and adopt a resolution superseding Resolution No. 2021-9 and adopting the revised Schedule of Positions and Salary Rate Ranges for these positions.

#### BACKGROUND:

For Fiscal Year 2021-22, the proposed changes to the IRWD Salary Grade Schedules incorporates a 3.6% COLA for General Unit and Non-exempt Supervisor Unit Employees. The proposed COLAs are based on the 12-month change in the Consumer Price Index (CPI) posted by the Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim areas.

The document showing the proposed changes to the IRWD Salary Grade Schedule is provided on Exhibit "A". A resolution adopting the proposed changes to the IRWD Salary Grade Schedules is provided as Exhibit "B".

Staff recommends the Board adopt a resolution superseding Resolution No. 2021-9 and adopting a revised Schedule of Positions and Salary Rate Ranges effective July 1, 2021.

#### FISCAL IMPACTS:

A COLA for employee salaries was included in the Fiscal Year 2021-22 Operating Budget approved by the Board on April 26, 2021.

#### **ENVIRONMENTAL COMPLIANCE:**

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

### **COMMITTEE STATUS:**

This item was not reviewed by a Committee.

Consent Calendar: IRWD Salary Grade Schedule Changes for Fiscal Year 2021-22

June 28, 2021

Page 2

### **RECOMMENDATION:**

THAT THE BOARD APPROVE THE REVISED SALARY GRADE SCHEDULE AND ADOPT THE FOLLOWING RESOLUTION BY TITLE:

### RESOLUTION NO. 2021 –

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT SUPERSEDING RESOLUTION NO. 2021-9 AND ADOPTING A REVISED SCHEDULE OF POSITIONS AND SALARY RATE RANGES FOR THE GENERAL UNIT, NON-EXEMPT SUPERVISOR UNIT, AND FOR MANAGERS, EXEMPT SUPERVISORS, CONFIDENTIAL AND EXEMPT EMPLOYEES

### **LIST OF EXHIBITS:**

Exhibit "A" – Salary Grade Schedule Changes for Fiscal Year 2021-22

Exhibit "B" – Resolution

#### EXHIBIT "A"

### RESOLUTION NO. 2021 –

# RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, SUPERSEDING RESOLUTION NO. 2021-9 AND ADOPTING A REVISED SCHEDULE OF POSITIONS AND SALARY RATE RANGES

The Board of Directors of Irvine Ranch Water District, by adoption of Resolution No. 2021-9 on June 14, 2021, established a Schedule of Positions and Salary Rate Ranges of the Irvine Ranch Water District; and

The Board of Directors of Irvine Ranch Water District have reviewed the Schedule of Positions and Salary Rate Ranges and desires to make revisions to the Schedule of Positions and Salary Rate Ranges for the General Unit and Non-Exempt Supervisor Unit Employees, with no changes to the Schedule of Positions or Salary Rate changes for the Managers, Exempt Supervisors, Confidential & Exempt Employees.

The Board of Directors of Irvine Ranch Water District does hereby resolve, determine and order as follows:

Section 1. That the Schedule of Positions and Salary Rate Ranges adopted by Resolution No. 2021-9 on June 14, 2021 is hereby superseded effective July 1, 2021.

Section 2. That the revised Schedule of Positions and Salary Rate Ranges for the Irvine Ranch Water District as set forth in Exhibit "A" attached to this Resolution, and is effective July 1, 2021 for all classifications, is hereby approved and adopted.

ADOPTED, SIGNED and APPROVED on June 28, 2021.

President, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof
Secretary, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof

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### Schedule "A"

# IRVINE RANCH WATER DISTRICT MONTHLY SALARY GRADE SCHEDULE

# Managers, Exempt Supervisors, Confidential & Exempt Employees Effective July 1, 2021

EXCEPTIONAL PERFORMANCE TOP

	MINIMUM	MAXIMUM	OF RANGE
NON-EXEMPT			
Salary Grade U1.N	\$3,165	\$3,924	\$4,120
Salary Grade U2.N	\$3,234	\$4,032	\$4,234
Salary Grade U3.N	\$3,302	\$4,143	\$4,350
Salary Grade U4.N	\$3,363	\$4,264	\$4,477
Salary Grade U5.N	\$3,440	\$4,381	\$4,601
Salary Grade U6.N	\$3,507	\$4,509	\$4,735
Salary Grade U7.N	\$3,577	\$4,634	\$4,867
Salary Grade U8.N	\$3,655	\$4,767	\$5,005
Salary Grade U9.N	\$3,724	\$4,898	\$5,146
Salary Grade U10.N	\$3,802	\$5,033	\$5,283
Salary Grade U11.N	\$3,876	\$5,161	\$5,416
Salary Grade U12.N	\$3,952	\$5,313	\$5,579
Salary Grade U13.N	\$4,026	\$5,464	\$5,740
Salary Grade U14.N	\$4,117	\$5,619	\$5,901
Salary Grade U15.N	\$4,205	\$5,768	\$6,056
Salary Grade U16.N	\$4,305	\$5,930	\$6,225
Salary Grade U17.N	\$4,396	\$6,078	\$6,382
Salary Grade U18.N	\$4,492	\$6,241	\$6,555
Salary Grade U19.N Safety Assistant	\$4,595	\$6,398	\$6,721
Salary Grade U20.N	\$4,717	\$6,606	\$6,937
Salary Grade U21.N	\$4,852	\$6,805	\$7,148
Salary Grade U22.N	\$4,984	\$7,020	\$7,371

**Executive Secretary** 

		MINIMUM	MAXIMUM	OF RANGE
	Human Resources Assistant			
Salary Grade U23.N		\$5,116	\$7,232	\$7,592
Salary Grade U24.N		\$5,261	\$7,457	\$7,831
Salary Grade U25.N	Human Resources Technician	\$5,399	\$7,686	\$8,073
Salary Grade U26.N	Executive Assistant	\$5,566	\$7,916	\$8,313
Salary Grade U27.N		\$5,726	\$8,149	\$8,555
Salary Grade U28.N		\$5,894	\$8,390	\$8,811
Salary Grade U29.N	Administrative Assistant Safety Specialist	\$6,070	\$8,634	\$9,067
Salary Grade U30.N	Surety Specialist	\$6,253	\$8,890	\$9,335
Salary Grade U31.N	Human Resources Analyst	\$6,439	\$9,157	\$9,615
Salary Grade U32.N	·	\$6,623	\$9,428	\$9,899
Salary Grade U33.N	Network Administrator User Support Administrator	\$6,817	\$9,702	\$10,188
Salary Grade U34.N		\$7,020	\$9,970	\$10,471
Salary Grade U35.N		\$7,231	\$10,270	\$10,784

		MINIMUM	MAXIMUM	PERFORMANCE TOP OF RANGE
EXEMPT				01 10 1102
Salary Grade U1.E		\$5,090	\$6,539	\$6,866
Salary Grade U2.E		\$5,260	\$6,793	\$7,133
Salary Grade U3.E		\$5,428	\$7,046	\$7,401
Salary Grade U4.E		\$5,598	\$7,317	\$7,682
Salary Grade U5.E		\$5,768	\$7,588	\$7,968
Salary Grade U6.E		\$5,967	\$7,882	\$8,277
Salary Grade U7.E		\$6,158	\$8,174	\$8,581
Salary Grade U8.E		\$6,359	\$8,493	\$8,918
Salary Grade U9.E		\$6,553	\$8,805	\$9,243
Salary Grade U10.E  Salary Grade U11.E  Salary Grade U12.E	Asset Systems Analyst Assistant Engineer Customer Service Supervisor Development Services Supervisor Management Analyst Public Affairs Analyst Senior Public Affairs Specialist  Purchasing Supervisor  Environmental Compliance Analyst Financial Analyst Regulatory Compliance Administrator	\$6,770 \$6,988 \$7,214	\$9,138 \$9,475 \$9,840	\$9,594 \$9,951 \$10,329
	Senior Accountant Senior Water Efficiency Analyst Source Control Program Administrator Water Efficiency Supervisor			
Salary Grade U13.E	GIS Supervisor Legislative Analyst Right of Way Agent Senior Human Resources Analyst Treasury Analyst Water Resources Planner	\$7,448	\$10,196	\$10,705
Salary Grade U14.E	Accounting Supervisor	\$7,689	\$10,589	\$11,118

		NAINIINAI INA		OF RANGE
Λεσ	sociate Engineer	IAIIIAIIAIOIAI	MAXIMUM	OF NAME
	istrict Secretary			
QA/QC Complian	•			
Q-y QC compilan	cc Administrator			
Salary Grade U15.E		\$7,934	\$10,986	\$11,533
Арр	lications Analyst			
Automati	on Programmer			
Labora	atory Supervisor			
Senior Regulatory Compliand	e Administrator			
Senior SCADA Netwo	k Administrator			
Senior Netwo	k Administrator			
Calama Carada 114C F		ć0.400	¢11 100	¢44.072
Salary Grade U16.E		\$8,199	\$11,400	\$11,972
Salary Grade U17.E		\$8,460	\$11,820	\$12,409
Construction Insp	ection Manager			
Customer S	Service Manager			
	Engineer			
Facilities	s/Fleet Manager			
Purc	hasing Manager			
	Safety Manager			
Salary Grade U18.E		\$8,735	\$12,270	\$12,882
	stems Manager	, -,	, ,	, ,
	ervices Manager			
	security Analyst			
Electrical and Instrumer	•			
	ervices Manager			
	ources Manager			
	Affairs Manager			
Regulatory Comp	_			
	lications Analyst			
• •	tions Developer			
• •	se Administrator			
	ciency Manager			
	Quality Manager			
Salary Grade U19.E		\$9,011	\$12,723	\$13,361
Manager of Risk & Contracts	s Administration	<b>γ</b> 5,011	714,743	\$13,301
_	ervices Manager			
Recycled Water Develo				
	easury Manager			
	-			
water Res	ources Manager			

			PERFORMANCE TOP
	MINIMUM	MAXIMUM	OF RANGE
	40.000	440.406	442.054
Salary Grade U20.E	\$9,292	\$13,196	\$13,854
Automation N	_		
Operations N	_		
Reliability I	_		
	Ingineer		
User Support N	/Janager		
Salary Grade U21.E	\$9,575	\$13,672	\$14,356
•	ontroller	713,072	714,550
Manager of Strategic Planning and			
ivialiager of Strategic Flamining and	Allalysis		
Salary Grade U22.E	\$9,882	\$14,180	\$14,890
Applications N			
Network and Cybersecurity N	-		
Salary Grade U23.E	\$10,195	\$14,694	\$15,429
Principal I	Engineer		
Calair Carda H2A 5	640.472	645 206	Ć1.C 0.40
Salary Grade U24.E	\$10,472	\$15,286	\$16,048
Engineering N	Manager		
Salary Grade U25.E	\$10,795	\$15,863	\$16,656
Government Relations Officer/Deputy Genera		713,003	Ψ10,030
Government Relations Officer/Deputy General	i courisci		
Salary Grade U26.E	\$11,288	\$16,702	\$17,537
	444.004	400	***
Salary Grade U27.E	\$11,804	\$17,588	\$18,466
Director of Field Op			
Director of Human Re			
Director of Information			
Director of Main			
Director of Strategic Communications & Ac	•		
Deputy Genera	Council		
Director of Recycling Op	erations		
Director of Water Quality & Regulatory Cor	npliance		
Director of Water Re	esources		
Treasurer/Director of Risk Mana	gement		
	4	4	4
Salary Grade U28.E	\$12,347	\$18,513	\$19,438
Salary Grade U29.E	\$12,911	\$19,493	\$20,467
Salary Grade U30.E	\$13,507	\$20,529	\$21,554
Executive Director of		720,323	721,337
Executive Director of Technical			
Executive Director of Op			
Executive Director of Wat	er Policy		
Salary Grade U31.E	\$14,179	\$21,693	\$22,776
•	, , -	. ,	· · ·

		MINIMUM	MAXIMUM	OF RANGE
Salary Grade U32.E		\$14,889	\$22,928	\$24,075
Salary Grade U33.E		\$15,630	\$24,230	\$25,441
Salary Grade U34.E		\$16,414	\$25,605	\$28,322
	General Manager			

## IRVINE RANCH WATER DISTRICT MONTHLY SALARY GRADE SCHEDULE

### Non-Exempt Supervisors Unit Effective July 1, 2021

			PERFORMANCE TOP OF
	MINIMUM	MAXIMUM	RANGE
NON-EXEMPT			
Salary Grade S26.N	\$5,566	\$7,916	\$8,313
Salary Grade S27.N	\$5,726	\$8,149	\$8,555
Salary Grade S28.N	\$5,894	\$8,390	\$8,811
Salary Grade S29.N	\$6,070	\$8,634	\$9,067
Salary Grade S30.N	\$6,253	\$8,890	\$9,335
Salary Grade S31.N  Facilities Services Supervisor  Fleet Supervisor	\$6,439	\$9,157	\$9,615
Salary Grade S32.N Collection Systems Supervisor Mechanical Services Supervisor	\$6,623	\$9,428	\$9,899
Salary Grade S33.N  Cross Connection Supervisor  Water Maintenance Supervisor	\$6,817	\$9,702	\$10,188
Salary Grade S34.N  Construction Inspection Supervisor Automation Supervisor Electrical Supervisor Instrumentation Supervisor Water Monitoring Supervisor	\$7,020	\$9,970	\$10,471
Salary Grade S35.N  Operations Supervisor	\$7,231	\$10,270	\$10,784

## IRVINE RANCH WATER DISTRICT MONTHLY SALARY GRADE SCHEDULE

# General Employees Unit Effective July 1, 2021

				PERFORMANCE TOP OF
		MINIMUM	MAXIMUM	RANGE
NON-EXEMPT				
Salary Grade 1.N		\$3,159	\$3,917	\$4,113
Salary Grade 2.N		\$3,227	\$4,024	\$4,225
Salary Grade 3.N		\$3,297	\$4,136	\$4,342
Salary Grade 4.N		\$3,357	\$4,255	\$4,467
Salary Grade 5.N		\$3,431	\$4,373	\$4,593
Salary Grade 6.N	Office Assistant Mail Coordinator	\$3,500	\$4,500	\$4,725
Salary Grade 7.N		\$3,568	\$4,625	\$4,857
Salary Grade 8.N		\$3,648	\$4,758	\$4,996
Salary Grade 9.N		\$3,719	\$4,889	\$5,132
Salary Grade 10.N		\$3,793	\$5,021	\$5,270
Salary Grade 11.N	Maintenance Apprentice Material Control Clerk I Utility Worker	\$3,867	\$5,152	\$5,407
Salary Grade 12.N		\$3,944	\$5,301	\$5,569
Salary Grade 13.N	Customer Service Specialist I Support Specialist	\$4,018	\$5,455	\$5,725
Salary Grade 14.N		\$4,109	\$5,607	\$5,888
Salary Grade 15.N	Collection Systems Technician I Office Specialist	\$4,197	\$5,757	\$6,046
Salary Grade 16.N	Accounting Clerk Customer Service Field Technician	\$4,295	\$5,919	\$6,213

		MINIMUM	MAXIMUM	RANGE
	Metering Systems Technician I Water Maintenance Technician I			
Salary Grade 17.N	Customer Service Specialist II	\$4,386	\$6,065	\$6,367
Salary Grade 18.N	Material Control Clerk II Senior Support Specialist Water Efficiency Field Technician	\$4,482	\$6,229	\$6,539
Salary Grade 19.N	Development Services Specialist Purchasing Coordinator Senior Office Specialist	\$4,585	\$6,387	\$6,706
Salary Grade 20.N	Collection Systems Technician II Engineering Technician I GIS Technician I Operator I Senior Accounting Clerk	\$4,708	\$6,591	\$6,922
	Collection Systems CCTV Technician Customer Service Specialist III r Customer Service Field Technician	\$4,840	\$6,791	\$7,133
Salary Grade 22.N	Facilities Services Technician Maintenance Mechanic Metering Systems Technician II Risk Assistant Senior Purchasing Coordinator Vehicle/Equipment Mechanic Water Maintenance Technician II	\$4,974	\$7,005	\$7,357
Salary Grade 23.N Seni	or Water Efficiency Field Technician	\$5,104	\$7,217	\$7,577
Salary Grade 24.N	Buyer Public Affairs Assistant Recycled Water Specialist Water Loss Prevention Specialist Wetlands Specialist	\$5,249	\$7,444	\$7,815

		D. 41 D. 11 D. 41 1 D. 4	DAAVIDALIDA	RANGE
		MINIMUM	MAXIMUM	KANGE
Salary Grade 25.N		\$5,387	\$7,672	\$8,057
	Engineering Technician II	φο,σο.	ψ.,σ. <u>-</u>	φ 5/00.
	GIS Technician II			
Senior	Collection Systems CCTV Technician			
	enior Collection Systems Technician			
	emer concession systems recommend			
Salary Grade 26.N		\$5,553	\$7,901	\$8,294
	Cross Connection Specialist			
	Metering Systems Technician III			
	Water Efficiency Specialist			
	Water Maintenance Technician III			
	Water Resources Specialist			
Calami Crada 27 N		ĆF 74F	Ć0 422	¢ο τοο
Salary Grade 27.N	Accountant	\$5,715	\$8,132	\$8,538
	Accountant			
	Operator II			
	Senior Facilities Services Technician			
C	Senior Maintenance Mechanic			
	ior Water Loss Prevention Specialist			
Senior venicie,	/Equipment Maintenance Mechanic			
Salary Grade 28.N		\$5,882	\$8,374	\$8,794
	Automation Technician			
	Construction Inspector			
	Electrical Technician			
	Instrumentation Technician			
	Landscape Contracts Administrator			
	Scientist			
		46.057	40.640	40.047
Salary Grade 29.N		\$6,057	\$8,618	\$9,047
	Engineering Technician III			
	GIS Technician III			
	Lead Maintenance Mechanic			
	Operator III			
	Public Affairs Specialist			
	Senior Buyer			
	Senior Recycled Water Specialist			
	Senior Wetlands Specialist			
Salary Grade 30.N		\$6,241	\$8,872	\$9,318
Jaiar, Grade John	Graphic Design Specialist	Y 0,2 TI	Ψ <b>0,0,2</b>	Ψ <b>3,3±</b> 3
	Risk Analyst			
	Senior Electrical Technician			
	Senior Instrumentation Technician			
	Schol madamentation reclinician			

	MINIMUM	MAXIMUM	RANGE
Salary Grade 31.N	\$6,424	\$9,140	\$9,594
Information Services Coordinator			
Payroll Administrator			
Recycled Water Project Specialist			
Senior Construction Inspector			
Senior Water Efficiency Specialist			
Salary Grade 32.N	\$6,610	\$9,409	\$9,880
Asset Maintenance Coordinator			
Automation Specialist			
<b>Environmental Compliance Specialist</b>			
Process Specialist			
Senior Scientist			
Wetlands Scientist			
Salary Grade 33.N	\$6,803	\$9,683	\$10,166
Operations Coordinator			
Water Efficiency Analyst			
Salary Grade 34.N	\$7,005	\$9,951	\$10,449
Salary Grade 35.N	\$7,216	\$10,249	\$10,762

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#### EXHIBIT "A"

### RESOLUTION NO. 2021 –

# RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, SUPERSEDING RESOLUTION NO. 2021-9 AND ADOPTING A REVISED SCHEDULE OF POSITIONS AND SALARY RATE RANGES

The Board of Directors of Irvine Ranch Water District, by adoption of Resolution No. 2021-9 on June 14, 2021, established a Schedule of Positions and Salary Rate Ranges of the Irvine Ranch Water District; and

The Board of Directors of Irvine Ranch Water District have reviewed the Schedule of Positions and Salary Rate Ranges and desires to make revisions to the Schedule of Positions and Salary Rate Ranges for the General Unit and Non-Exempt Supervisor Unit Employees, with no changes to the Schedule of Positions or Salary Rate changes for the Managers, Exempt Supervisors, Confidential & Exempt Employees.

The Board of Directors of Irvine Ranch Water District does hereby resolve, determine and order as follows:

Section 1. That the Schedule of Positions and Salary Rate Ranges adopted by Resolution No. 2021-9 on June 14, 2021 is hereby superseded effective July 1, 2021.

Section 2. That the revised Schedule of Positions and Salary Rate Ranges for the Irvine Ranch Water District as set forth in Exhibit "A" attached to this Resolution, and is effective July 1, 2021 for all classifications, is hereby approved and adopted.

ADOPTED, SIGNED and APPROVED on June 28, 2021.

President, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof
Secretary, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof

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June 28, 2021

Prepared by: K. Welch

Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook

#### ACTION CALENDAR

### PARTICIPATION IN VOLUNTARY FALLOWING PROGRAM

#### SUMMARY:

In 2016 and 2017, IRWD purchased approximately 3,100 acres of agricultural property within the Palo Verde Irrigation District (PVID) that will eventually become an element of IRWD's long-term water reliability program. These properties are enrolled in the Palo Verde Land Management, Crop Rotation and Water Supply Program (Fallowing Program) through agreements with Metropolitan Water District of Southern California and PVID. Through the Fallowing Program, IRWD receives annual payments from Metropolitan for each acre fallowed. The magnitude of these payments is dependent on Metropolitan's annual request for fallowing. Due to critically low water levels in Lake Mead, Metropolitan is expected to request that participating landowners voluntarily fallow additional acres to help avoid entering water shortage conditions on the Colorado River. Staff recommends the Board authorize the General Manager to execute an agreement with Metropolitan to voluntarily fallow additional lands within PVID under the existing Fallowing Program terms and conditions.

### BACKGROUND:

In 2016 and 2017, IRWD purchased approximately 3,100 acres of farmland within PVID. PVID is located in Riverside and Imperial Counties adjacent to the Colorado River and has the highest priority rights to water from the Colorado River in California. PVID provides approximately 450,000 acre-feet (AF) of water per year to 91,400 acres of productive farmland on a first priority basis. Of the nearly 3,100 acres of land owned by IRWD, 2,845 acres are irrigable water toll acres, all of which are enrolled in the Metropolitan/PVID Fallowing Program. Under the Fallowing Program terms, IRWD is required to fallow a minimum of 242 acres up to a maximum of 969 acres. Following is an overview of the Fallowing Program and a proposed program to voluntarily expand the acres to be fallowed over the next year.

### Fallowing Program Overview:

In 2005, Metropolitan and PVID implemented a 35-year crop rotation/fallowing program whereby Metropolitan makes fallowing payments to participating landowners in return for landowners not irrigating a portion of their land for a specific period of time. The conserved agricultural water is then available to Metropolitan for its use. The program provides a flexible water supply of approximately 100,000 AF per year for Metropolitan (estimated up to 4.5 acre-feet per acre). Key provisions of the Fallowing Program include:

- The total maximum fallowing allowed in 10 of the 35 contract years is limited to approximately 26,000 water toll acres, which is approximately 29% of PVID's 91,400 acres of lands with Priority 1 water rights, and
- A minimum base of 6,497 acres must be fallowed each contract year.

Action Calendar: Participation in Voluntary Fallowing Program

June 28, 2021

Page 2

Provided as Exhibit "A" is a detailed overview of the long-term Fallowing Program that includes information on a short-term emergency fallowing program that was implemented in 2009.

### Fallowing Program Calls:

Consistent with the Fallowing Program agreement, Metropolitan issues two-year fallowing calls to landowners one year in advance. Landowners identify to Metropolitan which fields are to be designated for fallowing for the next year based upon Metropolitan's fallowing call. Fallowing calls overlap such that every year is made up of two calls. Calls are made for the period from August 1 to July 31 each year. Metropolitan's fallowing call cannot be rescinded or reduced but can be increased with one year's notice. Per the Fallowing Program agreement, there is a limit of 10 times that Metropolitan can call for maximum fallowing on enrolled lands. Metropolitan has called for maximum fallowing six times during the term of the program. In July 2020, Metropolitan did not make a call to fallow, which means only the minimum fallowing (25%) is required. Exhibit "B" includes a summary of the fallowing calls and payments received for IRWD's properties since 2016.

### Proposed Voluntary Fallowing Program:

As a result of current dry conditions, Lake Mead is projected to fall to record-low levels in the next few years, which could trigger shortages to the states of Arizona, Nevada, and California under the Colorado River Drought Contingency Plan (DCP). In an effort to avoid a shortage condition, Metropolitan has been in discussions with U.S. Bureau of Reclamation, Central Arizona Water Conservation District (CAWCD), and Southern Nevada Water Authority (SNWA) regarding a plan to conserve and forbear Colorado River supplies through additional land fallowing over the next three years. The conserved water would be stored in Lake Mead to potentially delay the timing and magnitude of DCP contributions or shortages. Metropolitan has indicated that it expects to fallow at the minimum level (25%) within PVID to meet its own needs through 2024. The plan proposed by these agencies is to jointly fund additional fallowing beyond Metropolitan's needs through Metropolitan's PVID and Bard fallowing programs. For PVID, this involves an increase of up to 16,900 acres of fallowed lands through 2024. As proposed, the combined fallowing is expected to result in the storage of up to 246,600 AF of water in Lake Mead over the next three years.

The additional fallowing would be funded by Reclamation paying 50% of the costs and the other three agencies each paying 16.67% of the costs. Metropolitan will reserve its right to call back the water and reimburse the parties if Metropolitan needs the water in any year.

#### Voluntary Fallowing Program Agreement:

On June 8, 2021, the Metropolitan Board of Directors approved entering into an agreement with Reclamation, CAWCD and SNWA to fund the additional voluntary fallowing program. Exhibit "C" includes the draft terms for the proposed agreement.

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Key terms of the voluntary PVID Fallowing Program include the following:

- PVID landowners would voluntarily increase fallowing up to a total of 90% for the first year, which is 65% above Metropolitan's minimum call;
- Landowners voluntarily accepting this call would be subject to the terms and compensation set forth in the existing long-term Fallowing Program agreement;
- Metropolitan will execute agreements with participating landowners to voluntarily fallow additional land; and
- Beginning on August 1, 2022, and August 1, 2023, additional conserved system water would be produced by the Fallowing Program's normal process.

On June 15, 2021, the PVID approved voluntary fallowing up to 75% for the first year, which is 50% above Metropolitan's minimum call.

### IRWD's Fallowing Commitment:

IRWD's fallowing commitment under a 75% call would be 727 acres. As shown in Exhibit "B", staff estimates the expected fallowing calls under this program would be effective in August 2021 through July 2023. Given the importance of conserving additional water for storage in Lake Mead, staff recommends the Board authorize the General Manager to execute an agreement with Metropolitan to voluntarily fallow additional lands within PVID under the existing Fallowing Program terms and conditions.

#### FISCAL IMPACTS:

For the first year of the voluntary program, IRWD would receive approximately \$909 per fallowed acre prorated by the number of months fallowed or up to \$660,616 for 12 months (726.75 acres x \$909). This is an increase of approximately \$634 per acre compared to the average rent of \$275 per farmable acre.

### ENVIRONMENTAL COMPLIANCE:

On October 22, 2002, the Metropolitan Board acted as a responsible agency and certified that it reviewed and considered the information in PVID's 2002 Final Environmental Impact Report and adopted the Lead Agency's findings and authorized entering into agreements for the PVID Land Management, Crop Rotation, and Water Supply Program with landowners. Through the purchase of each of the properties, IRWD executed, and was assigned and delegated, these agreements with Metropolitan.

### **COMMITTEE STATUS:**

This item was reviewed by the Supply Reliability Programs Committee on June 17, 2021.

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### RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA TO VOLUNTARILY FALLOW ADDITIONAL LANDS WITHIN PALO VERDE IRRIGATION DISTRICT UNDER THE EXISTING METROPOLITAN/PVID FALLOWING PROGRAM TERMS AND CONDITIONS.

### **LIST OF EXHIBITS:**

- Exhibit "A" Overview of Metropolitan Water District of Southern California's Palo Verde Land Management, Crop Rotation and Water Supply Program (updated in June 2021)
- Exhibit "B" Overview of IRWD-owned Properties under Metropolitan/PVID Fallowing Program
- Exhibit "C" Draft Terms for an Agreement between Metropolitan, U.S. Bureau of Reclamation, Central Arizona Water Conservation District, and Southern Nevada Water Authority to Jointly Fund Additional Fallowing

### Exhibit "A"

Overview of Metropolitan Water District of Southern California's Palo Verde Land Management, Crop Rotation and Water Supply Program (updated June 2021)

### Palo Verde Irrigation District

The Palo Verde Irrigation District (PVID) has one of the earliest water rights to the Colorado River in California. PVID provides approximately 450,000 AF of water per year to some 91,400 acres of productive land on a first priority basis and additional water on a third priority basis to 16,000 acres of land on the adjacent mesa area. PVID holds these rights in trust for the landowners within its service area. PVID's first priority water rights to the Colorado River are the underlying value of land in the Palo Verde Valley.

### Metropolitan/PVID Test Land Fallowing Program

From 1992 through 1994, Metropolitan Water District of Southern California (Metropolitan) and PVID implemented a two-year test land fallowing program. Under the program 20,215 acres of PVID agricultural land were fallowed for two years, conserving an estimated 185,978 AF of Colorado River water. The conserved water was stored in Lake Mead for Metropolitan.

### Long Term Land Fallowing Program

As part of California's plan to reduce the State's use of Colorado River water, the State's Colorado River water entitlement holders began negotiations of a Quantification Settlement Agreement (QSA). One of the proposed long term water supply programs in the QSA was a crop rotation/fallowing program between Metropolitan and PVID whereby conserved PVID agricultural water would be transferred to Southern California for urban use. In 2000, PVID and Metropolitan began negotiating principles for a 35-year land fallowing program to be included in the QSA. The proposed principles include PVID developing a flexible water supply for Metropolitan of approximately 100,000 AFY over a 35-year land fallowing program. Under a program agreement between PVID and Metropolitan, Metropolitan would fund the program and enter into agreements with participating PVID landowners.

In 2001, Metropolitan acquired 16,000 acres within PVID (including 9,704 acres of irrigated farmland) from the San Diego Gas & Electric Company with the intent to incorporate the property into the PVID fallowing program. In October 2002, the Metropolitan Board approved the PVID Land Management, Crop Rotation and Water Supply Program. The key provisions in the agreement include:

- Total fallowing under the Program is limited to a maximum of 26,500 acres or 29% of PVID's irrigated lands with Priority 1 rights.
- The maximum area of Program lands that would be fallowed each contract year would not exceed 24,000 acres in any 25 years and 26,500 acres in any 10 years during the 35 years.
- The Program includes a minimum base area of 6,000 acres (7% of irrigated PVID lands) that is fallowed each contract year.

- Eligible land, or Program Qualified Land, must have Priority 1 Colorado River water and a history of irrigated crop production for two out of five years preceding program enrollment. Program Qualified Land that is actually fallowed can be either owned or leased by the landowner.
- Per the landowner/Metropolitan agreement, the landowner designates a Maximum Fallowing Commitment which is the maximum amount of eligible land they agree to fallow in any year.
   Landowner agrees to fallow a Base Amount of acres during each contract year which is equal to 25% of the Maximum Fallowing Commitment.

Example: Landowner owns 3,000 acres of Program Qualified Land
Landowner agrees to a 1,000 acre Maximum Fallowing Commitment
Landowner shall fallow a Base Amount of 250 acres every year

- Landowners received a signup payment of \$3,170 per acre of the (Maximum Fallowing Commitment.) Annual payments are made per fallowed acre initially at \$602/acre with minimum escalation of 2.5% per year for years 1 through 10 and between 2.5% and 5% per year for the remainder of the agreement depending on actual CPI (current rate to be paid for 2021 is approximately \$909 per fallowed acre).
- Metropolitan makes no annual payment for Program Qualified Land that is not fallowed.
- No land in the program shall be fallowed for more than 5 consecutive years.
- Upon a minimum of one-year notice, Metropolitan can issue "Fallowing Calls" above the Base Amount of acres (limited to the total maximum of 26,500 acres within PVID). This call requires the landowner to fallow for two years a minimum of 45.3% of the Maximum Fallowing Commitment. Landowners are not be required to fallow more than 90.6% of the Maximum Fallowing Commitment in more than 10 full years.
- Metropolitan estimates over the 35-year Program, the average fallowed area will be at least 12,000 acres or 13% of PVID lands.
- Metropolitan provides compensation to PVID for related administration costs and currently employs one employee at PVID to administer the program.

As a result of the ongoing QSA negotiations, the long term program initiation was delayed from 2002 to 2004. In 2004, Metropolitan began entering into landowner agreements for fallowing and the program began January 1, 2005. Metropolitan has fully subscribed the maximum program acreage through long term agreements with 99 landowners to fallow through July 2040. Metropolitan estimates an average of 4.6 AF per acre annually is consumptively used by PVID farmers depending on the type of crop grown and the quality of farmland. The quantity of water Metropolitan receives through the program varies based on Metropolitan's fallowing call and the actual number of acres fallowed each month. From 2005 to 2010, Metropolitan operated the long term program at the maximum fallowing call so that about 26,000 acres of were fallowed, and Metropolitan received on average over 100,000 AF per year. From 2011 to 2014, Metropolitan issued the minimum fallowing call for only 6,497 acres. Under the minimum fallowing call, Metropolitan receives an average of 32,500 AF per year. The amount of water conserved through land fallowing is calculated jointly by US Bureau of Reclamation, PVID and Metropolitan.

### 2009 PVID Emergency Short-Term Fallowing Program

In March 2009, Metropolitan's Board authorized the PVID Emergency Short-term Fallowing Program due to cutbacks in State Water Project water supplies and the statewide emergency drought conditions. The PVID Emergency Fallowing Program was in addition to the long term program. From April through August 2009, Metropolitan entered into short-term emergency fallowing agreements with PVID landowners to fallow up to 13,350 acres with priority 1 water, in addition to the 26,000 acres being fallowed under the long-term program. The short-term program, which ended in July 2010, provided Metropolitan with approximately 56,400 AF. Under this program, Metropolitan paid landowners \$1,665 per fallowed acre for a total of \$21.2 million.

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### **EXHIBIT "B"**

### **Summary of IRWD Owned Properties Under the MWD/PVID Fallowing Program**

Date of 2-year call	MWD Requested % Under Fallow Agreement								
	8/1/14 thru 7/31/15	5 8/1/15 thru 7/31/16	8/1/16 thru 7/31/1	7 8/1/17 thru 7/31/18	8/1/18 thru 7/31/19	8/1/19 thru 7/31/20	8/1/20 thru 7/31/2:	1 8/1/21 thru 7/31/22	8/1/22 thru 7/31/23
8/1/2013	25%	25%							
8/1/2014		25%	50%						
8/1/2015			50%	50%					
8/1/2016				40%	40%				
8/1/2017					0%	0%			
8/1/2018						40%	40%		
8/1/2019							0%	0%	
8/1/2020								25%	0%
6/30/21*								50%	
8/1/2021 (expected)									75%
Total % call	25%	50%	100%	90%	40%	40%	40%	75%	75%

1st year of 2-year call 2nd year of 2-year call \*Estimated voluntary call

2nd Year % was increased from 25% to 50%

		IRWD's Contract Acres by Property							
Property acquisition	n date	Eaton (4/16)	Martin (6/16)	Holt (11/16)	Williams (3/17)	Barnes-Berger (3/17)	Stroschein (8/17)	All	
100% Contract A	Acres	248	25	37	446	190	23	969	

Date of 2-year call	]			IRWD's Co	mbined Contract Acr	es Fallowed			
	8/1/14 thru 7/31/15	8/1/15 thru 7/31/16	8/1/16 thru 7/31/17	8/1/17 thru 7/31/18	8/1/18 thru 7/31/19	8/1/19 thru 7/31/20	8/1/20 thru 7/31/21	8/1/21 thru 7/31/22	8/1/22 thru 7/31/23
8/1/2013	242.25	242.25							
8/1/2014		242.25	484.50						
8/1/2015			484.50	484.50					
8/1/2016				387.60	387.60				
8/1/2017					0.00	0.00			
8/1/2018						387.60	387.60		
8/1/2019							0.00	0.00	
8/1/2020								242.25	0.00
6/30/21*								484.50	
8/1/2021									726.75
<b>Total Fallowed Acres</b>	242.25	484.50	969.00	872.10	387.60	387.60	387.60	726.75	726.75

<sup>\*</sup>Estimated voluntary call

Date of 2-year call	IRWD's Combined Minimum Annual Payment for Fallowed Acres								
Program Year	2014	2015	2016	2017	2018	2019	2020	2021 (estimated)	2022 (estimated)
Annual Payment /Ac	\$751.82	\$770.62	\$789.89	\$809.64	\$832.31	\$864.77	\$887.25	\$909.00	\$931.73
Total Payment	\$182,128.40	\$373,365.39	\$765,403.41	\$706,087.04	\$322,603.33	\$335,184.89	\$343,899.66	\$220,205.25	\$677,131.14
Additional Payment**								\$440,410.50	
Payment Received	\$0.00	\$0.00	\$244,865.90	\$706,087.04	\$322,603.33	\$335,184.89	\$343,899.66	\$660,615.75	\$677,131.14

IRWD received payment for Eaton, Martin and Holt properties starting 2016

Expected Sept/Oct 2021 Expected Sept 2022

Payments made by September 1 of each year; based on annual escalation of 2.5% per year; at contract year 11 (2015), annual rate adjustment equal to CPI % increase with 2.5% minimum and 5% maximum

<sup>\*\*</sup>Additional estimated payment from proposed voluntary call

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### **Attachment 1. Draft Terms for Conservation Funding Agreement**

### **Funding Partners:**

U.S. Bureau of Reclamation Central Arizona Water Conservation District Southern Nevada Water Authority Metropolitan Water District

#### **Proposed Terms:**

- Agreement duration: August 1, 2021 to July 31, 2024
- Cost sharing among the parties for all costs incurred for the conservation of a total of up to 246,000 acre-feet of Colorado River water due to fallowing:

•	Reclamation	= 50.00%
•	Central Arizona Water Conservation District	= 16.67%
•	Southern Nevada Water Authority	= 16.67%
•	Metropolitan	= 16.67%

- Payments are escalated yearly using the Consumer Price Index.
- Metropolitan will forebear the delivery and diversion for its own beneficial use of Colorado River Water conserved over the period of August 2021 and July 2024 as follows:
  - Up to 32,000 acre-feet in 2021
  - Up to 82,000 acre-feet in 2022
  - Up to 82,000 acre-feet in 2023, and
  - Up to 50,000 acre-feet in 2024
- Metropolitan will increase fallowing call for contract years 2022 and 2023. Metropolitan can call back the water and pay the parties if Metropolitan needs the water in any year.
- Metropolitan will issue invoices to Reclamation, CAWCD, and SNWA.

#### **PVID Fallowing Program**

- Current fallowing level starting August 1, 2021: 25%
- Acres fallowed at 25%: 6,497 acres
- Increase additional fallowing level (amount to be determined but no more than 90%)
- Acres fallowed at 90%: 23,352 acres
- Metropolitan will issue a notice offering the participating landowners to voluntarily increase fallow acres from 25% up to 90% of their maximum fallowing commitment. For the first year, landowners will have either August 1, 2021 or February 1, 2022 to voluntarily start increase fallow acres.
- Metropolitan will execute agreements with participating landowners to voluntarily fallow additional land.

- Metropolitan will issue a fallowing call for years 2022 and 2023 consistent with the first year's fallowing percent. Years 2 and 3 will be in accordance with the PVID Fallowing Program's terms and provisions.
- Payments to landowners are in accordance with the fallowing program's landowner agreement payment schedule.
- PVID will submit to Reclamation a revised water order for 2021.

### Bard Seasonal Fallowing Program

- Maximum Acres: 3,000 Acres.
- Metropolitan will issue a maximum fallowing call for years 2022, 2023, and 2024 by October 1 of each preceding year. Metropolitan can call back the water and pay the parties if Metropolitan needs the water in any year.
- Metropolitan will execute agreements with participating landowners not currently participating in the Program and amend necessary agreements to include new lands.
- Metropolitan will issue payments to farmers and Bard per the terms of the program agreement payment schedule.