



AGENDA

18700 Ward St.
Fountain Valley, CA 92708
(714) 378-3200

COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING
WITH BOARD OF DIRECTORS*
ORANGE COUNTY WATER DISTRICT
October 8, 2026 12:00 p.m. - Conference Room C-2

*The OCWD Communications and Legislative Liaison Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on the **October 21** Board meeting Agenda for approval.

This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

Computer Audio: You can join the Zoom meeting by clicking on the following link:
<https://ocwd.zoom.us/j/99465334409>

Telephone Audio: (213) 338 8477

Webinar ID: 994 6533 4409

Teleconference Sites:
10382 Bonnie Drive, Garden Grove
1454 Madison Steet, Tustin
20 Civic Center, Santa Ana
19 Cannery, Buena Park
1502 North Broadway, Santa Ana
249 Dongho-ro, Seoul, Korea

* Members of the public may attend and participate at all locations.

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

CONSENT CALENDAR (ITEM NO. 1)

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

1. MINUTES OF COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD SEPTEMBER 3, 2026

RECOMMENDATION: Approve minutes as presented

MATTERS FOR CONSIDERATION

2. STATE LEGISLATIVE UPDATE

RECOMMENDATION: Agendize for October 21 Board meeting: Take action as appropriate

3. FEDERAL LEGISLATIVE UPDATE

RECOMMENDATION: Agendize for October 21 Board meeting: Take action as appropriate

4. MULTIPURPOSE CENTER FEASIBILITY STUDY SITE SELECTION

RECOMMENDATION: Agendize for October 21 Board meeting: Staff recommend that the Committee review the potential sites and recommend a preferred site for further evaluation

INFORMATIONAL ITEM

5. CHILDREN'S WATER EDUCATION FESTIVAL UPDATE

CHAIR DIRECTION AS TO WHICH ITEMS IF ANY TO BE AGENDIZED AS A MATTER FOR CONSIDERATION AT THE OCTOBER 21 BOARD MEETING

DIRECTOR'S ANNOUNCEMENTS/REPORTS

GENERAL MANAGER'S ANNOUNCEMENT/REPORT

ADJOURNMENT

COMMUNICATION AND LEGISLATIVE LIAISON COMMITTEE MEMBERS

Van Tran – Chair
Roger Yoh – Vice Chair
Steve Sheldon
Valerie Amezcua
Erik Weigand

Cathy Green
Fred Jung
Dina Nguyen
Natalie Meeks
Denis Bilodeau

Agenda Posting: In accordance with the requirements of California Government Code Section 54954.2, this agenda is posted in the window of the guard shack at the main entrance of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website: www.ocwd.com not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Assistant District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: www.ocwd.com.

Accommodations to the Disabled: Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234, by email at cfuller@ocwd.com by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

Availability of Agenda Material: As a general rule, agenda reports or other written documentation that has been prepared or organized with respect to each item of business listed on the agenda can be reviewed at www.ocwd.com. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an Open Session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.

MINUTES OF BOARD OF DIRECTORS MEETING
WITH COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE
ORANGE COUNTY WATER DISTRICT
September 3, 2026 12:00 p.m.

Director Tran called the Communications and Legislative Liaison Committee meeting to order at 12:00 p.m. in the District Conference Room C-2. Public access was also provided via Zoom webinar. The Secretary called the roll and reported a quorum as follows:

Committee Members

Van Tran
Roger Yoh
Steve Sheldon
Valerie Amezcua
Erik Weigand
Alternates
Cathy Green
Fred Jung
Dina Nguyen
Natalie Meeks
Denis Bilodeau

OCWD Staff

John Kennedy – General Manager
Gina Ayala – Director of Public Affairs
Alicia Harasty – Legislative Affairs Liaison
Chris Olsen – Executive Director
Jeremy Jungreis – General Counsel
Leticia Villarreal – Assistant District Secretary

CONSENT CALENDAR

The Consent Calendar was approved upon motion by Director Weigand, seconded by Director Yoh and carried [5-0] as follows:

Ayes – Tran, Yoh, Sheldon, Amezcua, Weigand

1. Minutes of Previous Meeting

The minutes of the August 6, 2026 Communications/Legislative Liaison Committee meetings are approved as presented.

MATTERS FOR CONSIDERATION

2. State Legislative Update

Legislative consultants provided an update on items of interest to OCWD.

3. Federal Legislative Update

OCWD's federal advocate and staff provided an update on funding for OCWD's projects and other items of interest to OCWD.

Upon motion by Director Weigand, seconded by Director Sheldon and carried [5-0], the Committee recommended for approval at the September 16 Board meeting:

Bill number/Title	Brief Description	Recommendation
Special District Fairness and Accessibility Act (H.R. 2766) Representatives	Establishes a formal definition of "special district" in federal law, as well as require the Office of Management and Budget to issue guidance to federal agencies requiring special districts to be recognized as local	Support

Fallon (R-TX), Pettersen (D-CO), Valadao (R-CA), Kim (R-CA), LaMalfa (R-CA), Newhouse (R-WA), Obernolte (R-CA); and companion bill Special District Fairness and Accessibility Act (S. 2014) Senators Cornyn (R-TX), Merkley (D-OR), Moreno (R-OH), Gallego (D-AZ)	governments for the purpose of federal financial assistance determinations.	
---	--	--

Ayes: Tran, Yoh, Sheldon, Amezcua, Weigand

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:32 p.m.

Van Tran, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: October 8, 2026

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contact: G. Ayala/A. Harasty

Budgeted: N/A

Budgeted Amount: N/A

Cost Estimate: N/A

Funding Source: N/A

Program/Line-Item No.: N/A

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: STATE LEGISLATIVE UPDATE

SUMMARY

Orange County Water District (OCWD) staff and consultants will provide a status update on items of interest to OCWD.

Attachments:

- Joe A. Gonsalves and Son – Edelstein Gilbert Robson & Smith October Report
- State Bill Matrix

RECOMMENDATION

Agendize for October 21 Board meeting: Take action as appropriate.

DISCUSSION/ANALYSIS

Please see attached “Joe A. Gonsalves and Son – Edelstein Gilbert Robson & Smith October Report” for a state legislative update.

UPDATES

	Item	Brief Description	OCWD position/ activity	Status
1.	SB 1153 (Caballero, D-Merced) – Urban Water Suppliers – Disaster Preparedness	Requires public water systems to develop incident-specific response procedures as part of their disaster preparedness plans. The bill also clarifies and limits liability for public water systems related to wildfire response and suppression.	Support	Approved by the Governor. Chaptered by Secretary of State. Chapter 776, Statutes of 2026.
2.	AB 2026 (Aguiar-Curry, D-Winters) – Flood Flow Diversion for	Expand various existing processes under which water may be diverted from the Sacramento-San Joaquin Delta, and temporary permits for diversion to groundwater	Watch/Activity: AB 2026 does not impact OCWD, Nevertheless, OCWD has	DEAD

	Groundwater Recharge	storage, among other provisions.	provided “belt and suspenders” amendments to the author to further clarify the bill to ensure no impact.	
3.	AB 2568 (Natasha Johnson, R-Riverside) Water District Directors: Compensation	Water District Directors: Compensation: Authorizes specified water districts to be compensated for up to 15, instead of 10, days a month.	Watch	Approved by the Governor. Chaptered by Secretary of State - Chapter 621, Statutes of 2026.
4.	AB 259 (Blanca Rubio, D-West Covina) Open meetings: local agencies: teleconferences	Would remove the January 1, 2026, sunset date for alternative teleconferencing provisions. By indefinitely extending this authorization, the bill ensures that legislative bodies of local agencies can continue to accommodate members requesting remote participation due to emergency circumstances.	Support	Dead
5.	AB 794 (Gabriel, D-Encino) California Safe Drinking Water Act: Emergency Regulations	Would direct the State Water Board to adopt an emergency regulation for per-and polyfluoroalkyl substances (PFAS) in drinking water; however, the bill would skip important steps in California’s regulatory process and would cause large and unnecessary costs to water ratepayers. Upon January 1, 2026, AB 794 would shut down at least 20 additional groundwater wells in the OCWD service area, thereby forcing local public water systems to spend an additional \$75 million for costly replacement imported surface water.	Oppose	Dead
6.	AB 810 Irwin (D-Thousand Oaks) Local government: internet	Would require local agencies that maintain a public-facing website to ensure that it uses a “.gov” top-level domain or a “.ca.gov” second-level domain	Oppose	Dead

	websites and email addresses	by January 1, 2029. The bill would also require that any public email addresses provided to agency employees use a “.gov” or “.ca.gov” domain name by the same deadline. While we understand the bill’s intent to increase public confidence and security through the use of “.gov” domains, it does not provide sufficient resources to help local agencies comply with this unfunded mandate.		
7.	SB 454 (McNerney, D-Stockton) State Water Resources Control Board: PFAS Mitigation Program	Would authorize the state board to seek and accept non-state, federal, and private funds, directing those funds into the PFAS Reduction Account within the PFAS Mitigation Fund. The bill would also ensure continuous appropriation of these funds for PFAS mitigation efforts.	Support	Vetoed by the Governor
8.	Senate Bill 496 Hurtado (D-Bakersfield): Advanced Clean Fleets	Addresses the Advanced Clean Fleets (ACF) regulation and proposes the establishment of an Appeals Advisory Committee to review denied exemption requests and includes provisions to enhance the regulation's flexibility for local agencies.	Support	Dead
9.	SB 599 Caballero (D-Merced) Atmospheric rivers: research: forecasting methods: experimental tools	Would require the Department of Water Resources (DWR) to include the use of experimental tools that produce seasonal and sub-seasonal atmospheric river (AR) forecasts when researching, developing, and implementing novel forecasting methods to improve predictions of ARs and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions. This legislation seeks to enhance precipitation forecasting, which is vital for effective water resource management, especially in regions heavily impacted by atmospheric rivers.	Support	Approved by the Governor and chaptered

10.	SB 601 Allen (D-Santa Monica) Water: Waste Discharge	Seeks to address the regulatory gap created by the U.S. Supreme Court's Sackett decision by codifying state protections for waters previously covered under federal law. Rather than restoring the pre-Sackett status quo, the bill would create an unworkable regulatory and legal environment for water agencies and others. SB 601 introduces a private right-of-action, allowing any individual or group to sue local governments over alleged permit violations. The vague definition of "nexus waters" opens the door to abusive lawsuits, which would halt critical projects and have a significant fiscal impact on businesses and governments. The bill would also remove requirements for the State Water Resources Control Board (Water Board) to consider economic impacts, the need for housing and recycled water use, and the ability to comply when issuing water quality permits.	Oppose	Dead
11.	SB 72 (Caballero, D-Merced) The California Water Plan: long-term supply targets 'California Water for All'	Modernizes the California Water Plan to drought proof California and establish long-term water supply targets.	Support	Approved by Governor and chaptered

ACTIVITIES

October 21

Board President Denis Bilodeau, Director Cathy Green and General Manager John Kennedy will host Karla Nemeth, Executive Director of the Association of California Water Agencies for a briefing of OCWD and a tour of the GWRS



EDELSTEIN GILBERT ROBSON & SMITH^{LLC}



Joe A. Gonsalves & Son
Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves
PROFESSIONAL LEGISLATIVE REPRESENTATION
809 L ST. - SUITE 200 - SACRAMENTO, CA 95814-3766
916 441-6597 - FAX 916 441-5061
Email: gonsalves@gonsalvi.com

TO: ORANGE COUNTY WATER DISTRICT

FROM: JOE A. GONSALVES AND SON
EDELSTEIN GILBERT ROBSON & SMITH^{LLC}

SUBJECT: LEGISLATIVE UPDATE

DATE: September 29, 2026

The month of September marks the transition from the California Legislature's 2025–26 regular session to the Governor's action and implementation of legislation passed during the session. The Legislature adjourned on September 1st, one day past the constitutional deadline of August 31, 2026, as they had to wait on budget trailer bills and the wildfire package that ultimately fizzled out.

After the dust settled the Legislature did not disappoint as they sent 987 bills to Governor Newsom, who now has until September 30, 2026, to sign or veto bills that reached his desk before the end of session.

Additionally, the Legislature's focus will now shift to the November 2026 elections, where all 80 Assembly seats, 20 of the 40 Senate seats, and Statewide Constitutional offices are up for election. Also, the November ballot will include 14 ballot initiatives for the voters consideration.

CAP-AND-INVEST AUGUST 2026 AUCTION

California's most recent Cap-and-Invest auction demonstrated strong demand for greenhouse gas emission allowances. All 49,016,180 current vintage allowances settled at \$32.48, \$3.67 more than the previous quarterly auction, marking the fifth consecutive auction in which all available current-year allowances sold.

Future vintage allowances also experienced a significant increase in price, settling at \$32.75 per allowance. This was \$3.99 higher than the previous quarterly auction price of \$28.76. The higher clearing prices for both current and future allowances reflect increased demand in the Cap-and-Invest market compared with the prior auction.

The auction is expected to generate approximately \$870 million for California's Greenhouse Gas Reduction Fund (GGRF). The sold-out auction and increase in allowance prices are particularly noteworthy as the incoming Governor and Legislature will continue to negotiate the implementation of its Cap-and-Invest program and determines how future auction revenues will be allocated.

NOVEMBER 2026 ELECTIONS

California's November 3, 2026, General Election will bring significant changes to the State Legislature and statewide leadership. As previously mentioned, all 80 seats in the State Assembly are up for election, along with the 20 even-numbered State Senate districts. The legislative elections will result in approximately 30 new legislators taking office in December, creating an important opportunity to introduce incoming members to your priority issues and begin developing relationships with their offices.

California will also elect a new Governor in November, along with the other statewide constitutional officers. With Governor Gavin Newsom term-limited, the election will usher in a new administration beginning in January 2027. The gubernatorial election pits the frontrunner, former California Attorney General and U.S. Health and Human Services Secretary Xavier Becerra against the republican nominee, businessman Steve Hilton. The transition to a new administration, combined with significant legislative turnover, will make early outreach and education particularly important heading into 2027.

In addition to the candidate races, California voters will decide 14 statewide ballot propositions. The measures cover a broad range of major policy and fiscal issues, including a \$11.25 billion housing and veterans' bond, an increase in the State's Rainy-Day Fund, a one-time "billionaire" tax on taxpayers with assets exceeding \$1 billion (along with two competing "billionaire" measures), new voter identification requirements, changes to environmental review requirements for certain projects, and changes affecting the voter-approval requirements for local government revenues.

Taken together, the November election has the potential to significantly reshape California's political and policy landscape heading into the 2027–28 Legislative Session. A new Governor and administration, new statewide officeholders, legislative turnover, and the outcome of 14 statewide propositions will create both new policy considerations and a need for early engagement.

Following the election, our focus will be building upon our relationships with incoming legislators and administration officials, educating new policymakers on your priority issues, and evaluating how the election results and ballot measures may affect our legislative and regulatory priorities in 2027.

2026 LEGISLATIVE DEADLINES

Aug. 31 - Last day for each house to pass bills. Final recess begins upon adjournment.

Sept. 30 – Last Day for the Governor to take action on legislation sent to him.

Nov. 3 – Statewide General Election

Dec. 7 – Swearing in for New Members of the California Legislature

OCWD Legislative Matrix October 2026

Measure	Author	Topic	Current Analysis	Status	IsFiscal	Location	Calendar	Position	Notes 2
AB 35	Alvarez D	Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.	06/26/2026 Assembly Floor Analysis (text 6/11/2026)	7/16/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 89, Statutes of 2026.	Y	7/16/2026-A. CHAPTERED			
AB 1772	Papan D	Fish and wildlife: invasive species: invasive mussels.	07/31/2026 Senate Appropriations (text 6/25/2026)	8/14/2026- Failed Deadline pursuant to Rule 61(b) (14). (Last location was APPR. SUSPENSE FILE on 8/3/2026)	Y	8/14/2026-S. DEAD			
AB 1881	Ramos D	California Indian Freedom Act of 2026.	08/30/2026 Assembly Floor Analysis (text 8/27/2026)	9/10/2026- Enrolled and presented to the Governor at 3 p.m.	Y	9/10/2026-A. ENROLLED		Work with Assoc. on Amends.	
AB 1972	Patterson R	Water right permits and licenses: annual fee: exemption.	04/21/2026 Assembly Water, Parks And Wildlife (text 3/17/2026)	4/23/2026- Failed Deadline pursuant to Rule 61(b) (5). (Last location was W.,P. & W. on 3/2/2026)	Y	4/23/2026-A. DEAD			
AB 2013	Bennett D	High and very high fire risk areas: community water systems: preparedness and resiliency.	04/13/2026 Assembly Environmental Safety And Toxic Materials (text 4/6/2026)	5/7/2026- Failed Deadline pursuant to Rule 61(b) (5). (Last location was EMERGENCY MANAGEMENT on 4/7/2026)	Y	4/23/2026-A. DEAD			
AB 2026	Aguiar-Curry D	Water diversion: groundwater recharge: permit.	07/31/2026 Senate Appropriations (text 7/2/2026)	8/14/2026- Failed Deadline pursuant to Rule 61(b) (14). (Last location was APPR. SUSPENSE FILE on 8/3/2026)	Y	8/14/2026-S. DEAD		Watch	Watch/Activity: AB 2026 does not impact OCWD, Nevertheless, OCWD has provided "belt and suspenders" amendments to the author to further clarify the bill

									to ensure no impact.
AB 2115	Ramos D	California Native Americans: formal apology.	08/25/2026 Assembly Floor Analysis (text 8/20/2026)	9/25/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 448, Statutes of 2026.	Y	9/25/2026- A. CHAPTERED			
AB 2125	Bennett D	Groundwater basin adjudication: notice.	07/30/2026 Senate Floor Analyses (text 3/25/2026)	8/27/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 138, Statutes of 2026.	N	8/27/2026- A. CHAPTERED			
AB 2132	Macedo R	California Environmental Quality Act: exemption: groundwater recharge project.		4/23/2026- Failed Deadline pursuant to Rule 61(b) (5). (Last location was W.,P. & W. on 4/6/2026)	Y	4/23/2026- A. DEAD			
AB 2180	Ward D	Local government: Proposition 218 Omnibus Implementation Act: proportional cost of service.	08/18/2026 Assembly Floor Analysis (text 5/22/2026)	9/27/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 587, Statutes of 2026.	N	9/27/2026- A. CHAPTERED			
AB 2218	Kalra D	Water policy: California Native American tribes.	08/26/2026 Assembly Floor Analysis (text 7/2/2026)	9/3/2026- Enrolled and presented to the Governor at 4 p.m.	Y	9/3/2026- A. ENROLLED		Work with Assoc. on Amends.	
AB 2260	Connolly D	Water: restoration management: small restoration use.	07/31/2026 Senate Appropriations (text 5/18/2026)	8/14/2026- Failed Deadline pursuant to Rule 61(b) (14). (Last location was APPR. SUSPENSE FILE on 8/3/2026)	Y	8/14/2026- S. DEAD			
AB 2322	Papan D	Water discharge: commercial, industrial, or institutional sites.	08/05/2026 Senate Floor Analyses (text 4/6/2026)	8/31/2026- Failed Deadline pursuant to Rule 61(b) (17). (Last location was INACTIVE FILE on 8/27/2026)	Y	8/31/2026- S. DEAD			
AB 2447	Bauer-Kahan D	Water: Nitrogen Pollution Reduction Act.	05/05/2026 Assembly Appropriations (text 4/6/2026)	5/14/2026- Failed Deadline pursuant to Rule 61(b) (8). (Last	Y	5/14/2026- A. DEAD			

				location was APPR. SUSPENSE FILE on 5/6/2026)					
AB 2469	Papan D	Data centers: water use disclosures.	08/30/2026 Assembly Floor Analysis (text 8/27/2026)	9/21/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 436, Statutes of 2026.	Y	9/21/2026- A. CHAPTERED			
AB 2568	Johnson R	Water district directors: compensation.	06/19/2026 Senate Floor Analyses (text 4/27/2026)	9/27/2026- Approved by the Governor. Chaptered by Secretary of State - Chapter 621, Statutes of 2026.	N	9/27/2026- A. CHAPTERED		Watch	
AB 2630	Bennett D	Water diversion and use: adoption of regulations.	03/22/2026 Assembly Water, Parks And Wildlife (text 2/20/2026)	4/23/2026- Failed Deadline pursuant to Rule 61(b) (5). (Last location was NAT. RES. on 3/24/2026)	Y	4/23/2026- A. DEAD		Watch	
AB 2739	Soria D	Water: affordability and system stabilization.	08/30/2026 Assembly Floor Analysis (text 8/21/2026)	9/10/2026- Enrolled and presented to the Governor at 3 p.m.	Y	9/10/2026- A. ENROLLED		Watch	
SB 889	Ashby D	Public social services.		8/31/2026- Failed Deadline pursuant to Rule 61(b) (17). (Last location was RLS. on 1/14/2026)	N	8/31/2026- S. DEAD			
SB 910	Seyarto R	Municipal water districts: water service: Indian lands.		4/23/2026- Failed Deadline pursuant to Rule 61(b) (5). (Last location was L. GOV. on 2/11/2026)	Y	4/23/2026- S. DEAD			
SB 1001	Archuleta D	Local agency, public utility, or mutual water company: personnel access: Personal Identity Verification- Interoperable.	04/24/2026 Senate Appropriations (text 4/21/2026)	5/14/2026- Failed Deadline pursuant to Rule 61(b) (8). (Last location was APPR. SUSPENSE FILE on 4/27/2026)	Y	5/14/2026- S. DEAD			
SB 1008	Ochoa Bogh R	California Environmental Quality Act: exemption: railroad grade	08/03/2026 Assembly Appropriations (text 2/9/2026)	8/27/2026- Approved by the Governor. Chaptered by Secretary of	Y	8/27/2026- S. CHAPTERED			

		crossing closure.		State. Chapter 151, Statutes of 2026.					
SB 1085	Durazo D	Water supply planning: housing developments.	09/21/2026 Senate Floor Analyses (text 8/19/2026)	9/3/2026-Enrolled and presented to the Governor at 3 p.m.	Y	9/3/2026-S. ENROLLED			
SB 1125	Menjivar D	Water Rate Assistance Program.	09/22/2026 Senate Floor Analyses (text 8/19/2026)	8/31/2026-Enrolled and presented to the Governor at 6 p.m.	Y	8/31/2026-S. ENROLLED			
SB 1139	Laird D	Monterey Peninsula Water Management District: nonfunctional turf: noncompliance and enforcement.	06/12/2026 Assembly Water, Parks And Wildlife (text 3/23/2026)	7/13/2026-Approved by the Governor. Chaptered by Secretary of State. Chapter 88, Statutes of 2026.	N	7/13/2026-S. CHAPTERED			
SB 1153	Caballero D	Disaster preparedness: urban retail water suppliers and public water systems: wildfire.	08/27/2026 Senate Floor Analyses (text 8/17/2026)	9/8/2026-Enrolled and presented to the Governor at 4 p.m.	Y	9/8/2026-S. ENROLLED		Support	
SB 1326	Wahab D	California Environmental Quality Act: tribal cultural resources: mitigation measures.	08/03/2026 Assembly Appropriations (text 6/11/2026)	8/14/2026-Failed Deadline pursuant to Rule 61(b) (14). (Last location was APPR. SUSPENSE FILE on 8/5/2026)	Y	8/14/2026-A. DEAD		Work with Assoc. on Amends.	
Total Measures: 27									
Total Tracking Forms: 8									

AGENDA ITEM SUBMITTAL

Meeting Date: October 8, 2026

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contact: G. Ayala/A. Harasty

Budgeted: N/A

Budgeted Amount: N/A

Cost Estimate: N/A

Funding Source: N/A

Program/Line-Item No.: N/A

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: FEDERAL LEGISLATIVE UPDATE

SUMMARY

The Orange County Water District's (OCWD) federal advocate and staff will brief the committee on funding for OCWD's projects and other items of interest to OCWD.

Attachments:

- ENS Resources October Update
- Federal Bill Matrix

RECOMMENDATION

Agendize for the October 21 Board meeting: Take action as appropriate.

Please see attached "ENS Resources October Update," for current updates on federal items of interest to OCWD.

UPDATES

	Item	Brief Description	OCWD position/activity	Status
1.	OCWD Water Resources Development Act (WRDA) request	OCWD is requesting \$7.25 million from the Environmental Infrastructure Authorization to support the build on the existing use of the upper reach of the Santiago Creek above Hart Park by using the lower reach of the Santiago creek to add a new recharge area for all seasons and move more water out of the Santiago Basins that would ultimately increase storage for stormwater capture.	Support	Submitted 1/20/26 OCWD's language was provided in the Senate WRDA: (611) ORANGE COUNTY, CALIFORNIA.—\$2,222,000 for water, wastewater, and stormwater

				infrastructure, including water supply and groundwater recharge, Orange County Water District, Orange County, California.
2.	PFAS Cleanup Grant Funding	Community Project Funding grants from Orange County (OC) members of Congress from the Environmental Protection Agency STAG—Drinking Water State Revolving Fund Gained: \$700,000 from Congressman Kim; \$746,868 Congressman Correa	Support	Applied to entire OC federal delegation in 2026 for Fiscal Year 2027; Gained funding in House Appropriations; Pending final passage from Congress
3.	H.R.1267 (Perez, WA-03)	Water Systems PFAS Liability Protection Act Summary: Exempts water and wastewater treatment facilities from CERCLA liability for releases of certain PFAS substances, provided they comply with applicable laws and regulations	Support	Pending passage by Congress
4.	S. 322 (Padilla, CA)	Improving Atmospheric River Forecasts Act Summary: Establishes a program to enhance atmospheric river forecasts through improved modeling, data assimilation, and reconnaissance, aiming to reduce economic and human losses via more accurate and actionable warnings	Support	Pending passage by Congress
5.	S. 3738 (Padilla, CA)	MORE Water Act Summary: Reauthorizes the large-scale water recycling and reuse program, establishes and Water Conveyance Improvement Program, and provides funding for projects that deliver water supply, safe drinking water for low-income communities, and environmental benefits	Support	Pending passage by Congress

6.	H.R 2766 Representatives Fallon (R-TX- 04) and Pettersen (D- CO-07)	Special District Fairness and Accessibility Act. Summary: Would establish a formal federal definition of "special district" to ensure Special Districts are defined as local governments and eligible for various forms of federal assistance, including grants, that current law fails to recognize	Support	Pending passage by Congress
----	--	--	---------	-----------------------------------

ACTIVITIES

October 15 Congressmember Min's District Director will be updated by Alicia Harasty on OCWD's federal priorities, projects, and legislation of interest to the District



TO: Alicia Harasty
FROM: Eric Sapirstein
DATE: September 25, 2026
SUBJECT: Washington Update

Following the summer recess, Congress returned on September 14 to advance remaining legislative priorities ahead of the midterm elections. However, this was cut short as Republican leadership announced the House would recess starting September 18. This means the House will be on recess for the next seven weeks. The Senate remains in session until the end of the month. As a result, legislative actions were minimal. In general, the legislative activity centered on preparing for the Lame Duck Session when legislation that remains on hold will command congressional attention.

The following summarizes the status of pending legislative matters of interest.

Water Resources Development Act of 2026 (WRDA)

As one of the final actions the House took before recessing, it passed WRDA (H.R. 9497) on an overwhelming bipartisan basis of 415-9. The Senate has yet to schedule Floor action for its WRDA (S. 4949). Due to the differences between the two bills, the House and Senate committee staff are expected to start reviewing the respective bills to identify areas of agreement before a formal conference committee convenes in November. The Senate WRDA bill contains an authorization for OCWD to undertake environmental infrastructure projects like sediment removal at Prado Dam. Final passage of WRDA is expected.

Central to the expected discussions are Senate provisions renewing the Clean Water and Safe Drinking Water Acts' infrastructure funding programs, as well as cybersecurity provisions to enhance the Water Information Sharing Analysis Center (Water ISAC). Of special note is a provision in the S. 4949 that would expand the current Water ISAC program to provide funding to water and wastewater agencies to offset the costs of membership in the program. In addition to these policy issues, it is remotely possible Senator Adam Schiff could seek to amend S. 4949 with his recently introduced cybersecurity legislation the Water Cyber Shield Act (S. 5368). It would impose a series of new mandates on the water sector through the Clean Water and Safe Drinking Water

Acts. It is important to note that key water sector trade associations have not taken a position on the Schiff cybersecurity bill. The bill would require new monitoring and reporting requirements as well as implementation of more robust resilience planning. Whether Schiff proceeds with an effort to amend WRDA remains an open question, but failing this action, reintroduction should be expected in the next Congress.

Fiscal Year 2027 Appropriations: EPA and U.S. Bureau of Reclamation Programs

Before recessing for August, Congress gave final passage to a Continuing Resolution (CR), ending speculation on whether a government shutdown would occur on October 1. The action means that when Congress returns to work after the mid-term elections, it will have until December 11 to finalize Fiscal Year 2027 spending bills. As part of the CR, Congress included language prohibiting the implementation of an Office of Management and Budget rule that would place final decisions on agency grants awards in the hands of political appointees.

The outcome of the elections determining which party controls either chamber will have a significant influence on finding common ground to pass a compromise spending package. However, the pressure to pass an agreement to ensure the enactment of earmarks and ensure that general program priorities are identified are considered incentives to reach a compromise. This would avoid the loss of directed project spending and ensure that federal agencies have clear directives on how to spend the funding.

House Democrats Unveil Economic and Environmental Policy Menu

House Democrats, working with the Sustainable Energy and Environment Coalition (SEEC) Institute, unveiled a comprehensive policy report entitled, the *Thriving Economy Project*. The report identifies over 800 policy options for Congress to consider to respond to economic and environmental policy challenges during the 120th Congress. The report represents the most comprehensive proposal from congressional Democrats as to how they would govern next Congress if they regain control. It is an aspirational document and not a guaranteed framework for what policies Congress would consider next year.

The report spans nine chapters, each dedicated to a specific policy problem category. This includes addressing the backlog of water and wastewater infrastructure investment ranging from federal funding and planning, water supplies, affordability and cybersecurity. Additionally, recognizing wastewater and water infrastructure are critical infrastructure, the report also focuses on the need to increase federal investment to improve system resiliency to ensure continued operations during natural disasters.



October 2026 OCWD Federal Bill Matrix

Summary of Pending Legislation and Regulations

FEDERAL - 119TH CONGRESS

H.R. 3717

Golden Mussel Eradication
and Control Act of 2025

○ No Priority ○ No Stance

AI Summary: The bill establishes a demonstration program to prevent, monitor, and eradicate the golden mussel in U.S. waters, including the Sacramento-San Joaquin Delta, and authorizes \$15 million annually from 2026 to 2030 for implementation.

Introduced: 06/04/2025

Sponsor: Rep. Josh Harder CA-09

Latest Actions:

09/10/2026 - Referred to the Subcommittee on Water, Wildlife and Fisheries.

06/05/2025 - Referred to the Subcommittee on Water Resources and Environment.

06/04/2025 - Referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Nat...

Committees: House Natural Resources Committee, House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee, House Natural Resources Committee Water, Wildlife and Fisheries Subcommittee

FEDERAL - 119TH CONGRESS

S. 5368

Water Cyber Shield Act of 2026

◦ No Priority ◦ No Stance

AI Summary: The Water Cyber Shield Act of 2026 establishes cybersecurity requirements for drinking water and wastewater systems, mandating risk assessments and emergency response plans. It authorizes \$300 million annually from 2027 through 2032 to assist these systems in building resilience and mitigating vulnerabilities.

Introduced: 08/07/2026

Sponsor: Sen. Adam Schiff CA

Latest Actions:

08/10/2026 - POLITICO Pro - A pair of Democratic senators on Monday unveiled legislation to fortify the cybersecurity of U.S. water...

08/07/2026 - Read twice and referred to the Committee on Environment and Public Works.

08/07/2026 - Introduced in Senate

Committees: Senate Environment and Public Works Committee

Why it matters: S. 5368 would impose new mandate on the water sector to address perceived cybersecurity deficiencies in facility operations and preparedness against attacks. Penalties for failure to comply with mandates provided. Enforcement of program mandates would be with USEPA, but states could seek delegation of authority.

Outlook: S. 5368 could be considered during the Lame Duck Session; perhaps added to WRDA given the Senate WRDA provisions addressing water infrastructure. However, it also likely that action on the measure would be delayed until next year when a new Congress convenes.

FEDERAL - 119TH CONGRESS

S. 4603

Golden Mussel Eradication and Control Act of 2026

◦ No Priority ◦ No Stance

AI Summary: The bill establishes a demonstration program to prevent, monitor, and eradicate the golden mussel in affected U.S. waters, including the Sacramento-San Joaquin Delta, and authorizes \$15 million annually from 2026 to 2030 for implementation.

Introduced: 05/20/2026

Sponsor: Sen. Adam Schiff CA

Latest Actions:

05/20/2026 - Read twice and referred to the Committee on Environment and Public Works.

05/20/2026 - Introduced in Senate

Committees: Senate Environment and Public Works Committee

Why it matters: S.4603 is the Senate approach to the investigation and mitigation efforts to address the invasive Golden Mussel that threatens

wastewater and water agencies' infrastructure. S. 4603 is similar to H.R.3717 introduced by Harder (D-CA).

Outlook: Senate action on the bill is considered highly likely either as a stand alone measure or incorporation into a broader Water Resources Development Act or Clean Water/Safe Drinking Water Acts reauthorization.

FEDERAL - 119TH CONGRESS

H.R. 9497

Water Resources Development Act of 2026

Pro Title: WRDA Revisions

◦ No Priority ◦ No Stance

AI Summary: The Water Resources Development Act of 2026 authorizes improvements to U.S. rivers and harbors, establishes new offices within the Corps of Engineers for inland navigation, water supply, technical assistance, and alternative delivery methods, and includes provisions for contaminated sediment remediation, categorical permissions, and electronic permit tracking.

Introduced: 06/29/2026

Sponsor: Rep. Sam Graves MO-06

Latest Actions:

09/17/2026 - Received in the Senate.

09/16/2026 - Motion to reconsider laid on the table Agreed to without objection.

09/16/2026 - On motion to suspend the rules and pass the bill, as amended Agreed to by the Yeas and Nays: (2/3 req...

Committees: House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

Why it matters: The House WRDA bill is a limited measure focusing exclusively on USACE programs and projects unlike the Senate version. The House bill will likely be modified as part of a House Senate conference, but will retain environmental infrastructure authorizations, including OCWD's authorization.

Outlook: WRDA is considered one of a handful bills that Congress must pass before the end of the year. Therefore, it is highly likely a final bill will be sent to the president for enactment.

FEDERAL - 119TH CONGRESS

S. 4949

Water Resources Development Act of 2026

◦ No Priority ◦ No Stance

AI Summary: The Water Resources Development Act of 2026 authorizes improvements to U.S. rivers and harbors, promotes water resource conservation, and includes provisions for studies, deauthorizations, and infrastructure development across multiple regions.

Introduced: 07/13/2026

Sponsor: Sen. Shelley Moore Capito WV

Latest Actions:

07/15/2026 - POLITICO Pro - The Senate Environment and Public Works Committee unanimously approved legislation Wednesday to authori...

07/15/2026 - Placed on Senate Legislative Calendar under General Orders. Calendar No. 457.

07/15/2026 - Committee on Environment and Public Works. Reported by Senator Capito with an amendment in the nature ...

Committees: Senate Environment and Public Works Committee

Why it matters: WRDA is a must pass bill to authorize U.S. Army Corps of Engineers programs and projects. As such it serves as a vehicle to address environmental infrastructure project authorizations. Because the S. 4949 includes provisions to renew USEPA's water infrastructure programs like the SRF program and makes changes to eligible project activities including funding of PFAS treatment infrastructure needs, the bill is considered the only legislative pathway to address water infrastructure needs this session.

Outlook: Final passage of a compromise bill is expected during the Lame Duck Session and then sent to the president. Authorization of future OCWD water infrastructure projects is expected to remain in the final legislation.

FEDERAL - 119TH CONGRESS

H.R. 2766

○ No Priority ● Support

AI Summary: The bill requires the Office of Management and Budget to issue guidance recognizing special districts as local governments for federal financial assistance eligibility, with agencies required to implement and report on compliance within specified timeframes.

Introduced: 04/09/2025

Sponsor: Rep. Pat Fallon TX-04

Latest Actions:

03/18/2026 - Ordered to be Reported (Amended) by the Yeas and Nays: 32 - 8.

03/18/2026 - Committee Consideration and Mark-up Session Held

04/09/2025 - Referred to the House Committee on Oversight and Government Reform.

Committees: House Oversight and Government Reform Committee

FEDERAL - 119TH CONGRESS

H.R. 3184

PFAS Alternatives Act

○ No Priority ○ No Stance

AI Summary: The bill establishes a research and training program to develop PFAS-free turnout gear for firefighters, supporting innovation and safer protective equipment through grants and partnerships.

Introduced: 05/05/2025

Sponsor: Rep. Debbie Dingell MI-06

Latest Actions:

05/06/2025 - Referred to the Subcommittee on Water Resources and Environment.

05/05/2025 - Referred to the Committee on Science, Space, and Technology, and in addition to the Committee on Transp...

05/05/2025 - Referred to the Committee on Science, Space, and Technology, and in addition to the Committee on Transp...

Committees: House Science, Space and Technology Committee, House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

FEDERAL - 119TH CONGRESS

H.R. 6075

Water Infrastructure Modernization Act of 2025

◦ No Priority ◦ No Stance

AI Summary: The Water Infrastructure Modernization Act of 2025 reauthorizes a pilot program for alternative water source projects by defining intelligent water infrastructure technology and expanding grant uses to include engineering, design, construction, and implementation of advanced digital and monitoring technologies.

Introduced: 11/18/2025

Sponsor: Rep. Rob Bresnahan PA-08

Latest Actions:

11/19/2025 - Referred to the Subcommittee on Water Resources and Environment.

11/18/2025 - Referred to the House Committee on Transportation and Infrastructure.

11/18/2025 - Introduced in House

Committees: House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

FEDERAL - 119TH CONGRESS

H.R. 6626

PFAS Accountability Act of 2025

◦ No Priority ◦ No Stance

AI Summary: The PFAS Accountability Act of 2025 establishes a federal cause of action and medical monitoring remedy for individuals significantly exposed to PFAS, holding manufacturers accountable and encouraging research into their health effects.

Introduced: 12/11/2025

Sponsor: Rep. Madeleine Dean PA-04

Latest Actions:

12/11/2025 - Referred to the Committee on Energy and Commerce, and in addition to the Committee on the Judiciary, fo...

12/11/2025 - Referred to the Committee on Energy and Commerce, and in addition to the Committee on the Judiciary, fo...

12/11/2025 - Introduced in House

Committees: House Energy and Commerce Committee, House Judiciary Committee

FEDERAL - 119TH CONGRESS

H.R. 7845

DROUGHT Act of 2026

○ No Priority ○ No Stance

AI Summary: The DROUGHT Act of 2026 modifies the Water Infrastructure Finance and Innovation Act to limit federal assistance for drought-affected water projects to 90% of total project costs, prioritizing projects in severely drought-affected states or counties, low-income areas, or those providing significant public health, environmental, or water reliability benefits.

Introduced: 03/05/2026

Sponsor: Rep. Scott Peters CA-50

Latest Actions:

03/06/2026 - Referred to the Subcommittee on Water Resources and Environment.

03/05/2026 - Referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Ene...

03/05/2026 - Referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Ene...

Committees: House Energy and Commerce Committee, House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

FEDERAL - 119TH CONGRESS

H.R. 1267

Water Systems PFAS Liability Protection Act

● High Priority ● Support

AI Summary: The Water Systems PFAS Liability Protection Act exempts water and wastewater treatment facilities from CERCLA liability for releases of certain perfluoroalkyl and polyfluoroalkyl substances, provided they comply with applicable laws and regulations.

Introduced: 02/12/2025

Sponsor: Rep. Marie Gluesenkamp Perez WA-03

Latest Actions:

02/12/2025 - Referred to the Subcommittee on Water Resources and Environment.

02/12/2025 - Referred to the Committee on Energy and Commerce, and in addition to the Committee on Transportation an...

02/12/2025 - Referred to the Committee on Energy and Commerce, and in addition to the Committee on Transportation an...

Committees: House Energy and Commerce Committee, House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

Why it matters: H.R. 1267 represents a marker bill to allow for the House to consider the issue of water sector CERCLA liability due to the USEPA's action to designate PFAS as a hazardous substance under CERCLA that exposes water

agencies to potential liability simply because water supplies contain PFAS and treatment residuals that must be disposed of could become subject to third party efforts to attach responsibility for cleanups.

Outlook: Both the House and Senate Members with jurisdiction over CERCLA are have expressed concerns over the potential for water sector liability. Committee consideration of legislation to provide liability protections for water sector could be considered as part of a larger water bill renewing the Clean Water and Safe Drinking Water Acts later this spring.

FEDERAL - 119TH CONGRESS

H.R. 2344

Water ISAC Threat Protection Act

◦ No Priority ◦ No Stance

AI Summary: The bill establishes a program to enhance drinking water and wastewater system preparedness and resilience by supporting participation in the Water Information Sharing and Analysis Center, offsetting associated costs, and improving threat monitoring and response tools.

Introduced: 03/25/2025

Sponsor: Rep. Jan Schakowsky IL-09

Latest Actions:

03/25/2025 - Referred to the Subcommittee on Water Resources and Environment.

03/25/2025 - Referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Ene...

03/25/2025 - Referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Ene...

Committees: House Energy and Commerce Committee, House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee

Why It Matters: The bill would renew the core federal program that promotes collaboration between the federal government and the water sector to support improved understanding of cyber threats.

Outlook: Since many of the provisions of H.R. 2344 are included in the Senate WRDA legislation (S. 4949), it is anticipated that the House will negotiate on H.R. 2344 with the Senate as part of any final agreement to pass WRDA 2026.

FEDERAL - 119TH CONGRESS

H.R. 3898

PERMIT Act

○ No Priority ○ No Stance

AI Summary: The PERMIT Act amends the Federal Water Pollution Control Act to streamline water quality standards, improve transparency in criteria development, reduce regulatory burdens, and enhance permitting efficiency for infrastructure and agricultural projects.

Introduced: 06/11/2025

Sponsor: Rep. Mike Collins GA-10

Latest Actions:

12/15/2025 - Received in the Senate and Read twice and referred to the Committee on Environment and Public Works.

12/11/2025 - Motion to reconsider laid on the table Agreed to without objection.

12/11/2025 - On passage Passed by the Yeas and Nays: 221 - 205 (Roll no. 330).

Committees: House Transportation and Infrastructure Committee, House Transportation and Infrastructure Committee Water Resources and Environment Subcommittee, Senate Environment and Public Works Committee

Why it matters: H.R. 3898 is important because it provides for a comprehensive reform of Clean Water Act permitting and compliance mandates. The bill would, if enacted, statutorily provide an explicit exemption for groundwater recharge from being subject to Waters of the U.S. regulation. It would also mandate ten year NPDES permits.

Outlook: H.R. 3898 is pending in the Senate. It will become part of any final House Senate permit reform bill that is agreed upon by both chambers during the Lame Duck Session. However, if agreement cannot be reached on permit reforms for all projects (i.e., clean energy and fossil fuel projects) the prospects for final passage of H.R 3898s' provisions decrease.

FEDERAL - 119TH CONGRESS

S. 3590

Water Infrastructure Resilience and Sustainability Act of 2026

○ No Priority ○ No Stance

Summary: The bill would provide limited renewal of expired provisions addressing natural disasters and cybersecurity programs. Under the bill, \$50 million would be authorized to support large water agencies' projects to respond to natural disaster resilience needs and cybersecurity threat reduction efforts.

Introduced: 01/07/2026

Sponsor: Sen. Lisa Blunt Rochester DE

Latest Actions:

01/07/2026 - Read twice and referred to the Committee on Environment and Public Works.

01/07/2026 - Introduced in Senate

Committees: Senate Environment and Public Works Committee

Why it matters: S. 3590 represents a water sector directed resilience initiative that stands in addition to general cybersecurity legislation that is pending. As introduced, the bill would renew several federal assistance programs for small and large water and wastewater agencies to address climate related impacts to infrastructure and cyber attacks on such systems. The legislation enjoys support from the water sector including AMWA, ACWA, CASA, AWWA and NACWA.

Outlook: The Senate Committee on Environment and Public Works is unlikely to consider the legislation given the approval of WRDA 2026 that contains provisions addressing water infrastructure resilience within WRDA 2026.

FEDERAL - 119TH CONGRESS

S. 322

Improving Atmospheric River
Forecasts Act

○ No Priority ● Support

AI Summary: The bill establishes a program to enhance atmospheric river forecasts through improved modeling, data assimilation, and reconnaissance, aiming to reduce economic and human losses via more accurate and actionable warnings.

Introduced: 01/29/2025

Sponsor: Sen. Alex Padilla CA

Latest Actions:

01/29/2025 - Read twice and referred to the Committee on Commerce, Science, and Transportation. (Sponsor introducer...

01/29/2025 - Introduced in Senate

Committees: Senate Commerce, Science and Transportation Committee

Why It Matters: The legislation would further clarify the use of advanced forecasting of atmospheric rivers relying intelligent water technologies and digitalization of the data to provide water managers and the public with improved understanding of the impacts of such events. The bill would include the authorization of the use of federal planes to better inform on the nature and intensity of such storm events.

Outlook: Prospects for Senate committee consideration and action are uncertain. However, the bill could become part of a larger water resources bill that might be developed during the final months of the 119th Congress.

FEDERAL - 119TH CONGRESS

S. 3738

MORE WATER Act

○ No Priority ● Support

AI Summary: The MORE WATER Act reauthorizes the large-scale water recycling and reuse program, establishes a Water Conveyance Improvement Program, and provides funding for projects that deliver water supply, safe drinking water for low-income communities, and environmental benefits.

Introduced: 01/29/2026

Sponsor: Sen. Alex Padilla CA

Latest Actions:

09/17/2026 - Placed on Senate Legislative Calendar under General Orders. Calendar No. 652.

09/17/2026 - Committee on Energy and Natural Resources. Reported by Senator Lee with an amendment in the nature of ...

07/29/2026 - Committee on Energy and Natural Resources. Ordered to be reported with an amendment in the nature of a...

Committees: Senate Energy and Natural Resources Committee, Senate Energy and Natural Resources Committee Water and Power Subcommittee

Why it matters: S. 3738 would extend the authorization of the expiring large water recycling projects (\$500 million or greater) program. Authorized funding would be \$450 million and the program would be extended until 2032. It would also modify the Title XVI program increasing federal cost share to \$50 million, providing \$550 million funding authorization and extending program to 2032. A new program authorizing \$250 million to support environmental and habitat restoration projects would be available to support the Great Salt Lake and other inland lakes (priority on Central Utah Project.

Outlook: The legislation was approved by the Committee on Energy and Natural Resources. It is now positioned to be debated by the Senate either as a standalone bill or as part of an end of session omnibus water bill for the western U.S.

FEDERAL - 119TH CONGRESS

S. 4153

Forever Chemical Regulation
and Accountability Act of
2026

◦ No Priority ◦ No Stance

AI Summary: The Forever Chemical Regulation and Accountability Act of 2026 establishes a phased approach to eliminate nonessential uses and environmental releases of perfluoroalkyl and polyfluoroalkyl substances, with scientific review and public input guiding essential use designations.

Introduced: 03/19/2026

Sponsor: Sen. Dick Durbin IL

Latest Actions:

03/19/2026 - Read twice and referred to the Committee on Environment and Public Works. (text: CR S1370-1380)

03/19/2026 - Introduced in Senate

Committees: Senate Environment and Public Works Committee

FEDERAL - 119TH CONGRESS

S. 1118

Water Intelligence, Security,
and Cyber Threat Protection
Act of 2025

◦ No Priority ◦ No Stance

AI Summary: The Water Intelligence, Security, and Cyber Threat Protection Act of 2025 establishes a program to enhance drinking water and wastewater system preparedness by supporting participation in the Water Information Sharing and Analysis Center, offsetting associated costs, and improving threat monitoring and response tools.

Introduced: 03/25/2025

Sponsor: Sen. Ed Markey MA

Latest Actions:

03/25/2025 - Read twice and referred to the Committee on Environment and Public Works.

03/25/2025 - Introduced in Senate

Committees: Senate Environment and Public Works Committee

FEDERAL - PROPOSED RULE

Rescission of Regulatory Determinations and Removal of Related Provisions for Four PFAS Substances (PFHxS, PFNA, HFPO-DA (GenX), ...

Office of Water | Environmental Protection Agency

The proposed rule would rollback the Biden era rulemakings to implement drinking water standards for several additional PFAS family chemicals and rely upon a hazard mixture instead of a chemical by chemical drinking water standard as required by the Safe Drinking Water Act. The Environmental Protection Agency (EPA) is expected to repropose the rules taking into account statutory requirements and current science. EPA is proposing to rescind its regulatory determinations to regulate four per- and polyfluoroalkyl substances (PFAS)—perfluorohexane sulfonic acid (PFHxS), perfluorononanoic acid (PFNA), hexafluoropropylene oxide dimer acid and its ammonium salt (HFPO-DA, commonly known as GenX chemicals), and mixtures of these three PFAS plus perfluorobutane sulfonic acid (PFBS)—under the Safe Drinking Water Act (SDWA). The EPA is also proposing to rescind all associated regulatory provisions currently codified in the EPA's 2024 PFAS National Primary Drinking Water Regulations (NPDWR) exclusive to these PFAS that were promulgated pursuant to the regulatory determinations that the EPA is now proposing to rescind, including the final Maximum Contaminant Levels (MCLs) that would have required monitoring, and where necessary, treatment by public water systems (PWSs). This proposed action is necessary to correct the unlawful procedure under which these regulations were promulgated. Under the EPA's prior interpretation, the EPA proposed and finalized regulatory determinations and regulations for these PFAS simultaneously and in tandem. Under the best reading of the statute, the EPA is not authorized to take such actions simultaneously and therefore, the Agency proposes to rescind those regulatory determinations, Maximum Contaminant Level Goals (MCLGs) and associated portions of the 2024 PFAS NPDWR. The EPA is seeking public comment on this proposal.

Last Updated: 05/20/2026

Comments Due: 07/20/2026

Legal Authority: 42 U.S.C. 300f

Docket: EPA-HQ-OW-2025-0654

RIN: 2040-AG53

CFR: 40 CFR 469

FEDERAL - NOTICE

Draft Guidance for Reducing Risk From Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonic Acid (PFOS) in Biosolids; Establ...

Environmental Protection Agency

The U.S. Environmental Protection Agency (EPA) is making available a draft memorandum that would, if finalized, provide guidance to operators of wastewater treatment plants (WWTPs) and related facilities, landowners and farmers, State and Tribal water agencies, and the public on ways to reduce potential risks posed by perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) in biosolids, as well as seeking feedback on potential next steps. The EPA is soliciting public comments on the draft memorandum and next steps for 60 days. This draft guidance memorandum does not have the force and effect of law, nor does it bind the public in any way. This draft guidance memorandum cannot be relied on by any person in litigation against the United States. The intent of draft guidance memorandum is to provide non-binding or voluntary recommendations for how to mitigate risks from PFOA and PFOS in sewage sludge and biosolids based on information currently available to the EPA.

Last Updated: 07/06/2026

Comments Due: 09/04/2026

Docket: EPA-HQ-OW-2026-2509, FRL-13318-01-OW

POLITICOPRO

This report was created using **POLITICO's Policy Intelligence Assistant.**

This report is for informational purposes only. The views and opinions presented do not necessarily reflect those of POLITICO LLC.

AGENDA ITEM SUBMITTAL

Meeting Date: October 8, 2026

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contacts: G. Ayala/D. Berch

Budgeted: Yes

Budgeted Amount: \$143,400

Cost Estimate: \$143,400

Funding Source: Gen. Reserves

Program/Line Item No.: N/A

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: MULTIPURPOSE CENTER FEASIBILITY STUDY SITE SELECTION

SUMMARY

MOCA Systems, Inc. (MOCA) is conducting a feasibility study for a new multipurpose center on the OCWD campus. As part of the feasibility study, MOCA was tasked with evaluating two potential sites on the OCWD campus. An informational update on site selection was provided to the Communications/Leg. Liaison committee and subsequently the full Board in August of 2026. In September 2026, the Tour Ad Hoc Committee convened to discuss site selection questions raised. Following a thorough evaluation, MOCA's recommendation remains Site 1. The Committee is asked to consider and recommend a preferred site location so that the study can advance to the next phase of evaluation.

Attachment: Final RFP for Multipurpose Center Feasibility Study

RECOMMENDATION

Agendize for October 21 Board meeting: Staff recommend that the Committee review the potential sites and recommend a preferred site for further evaluation.

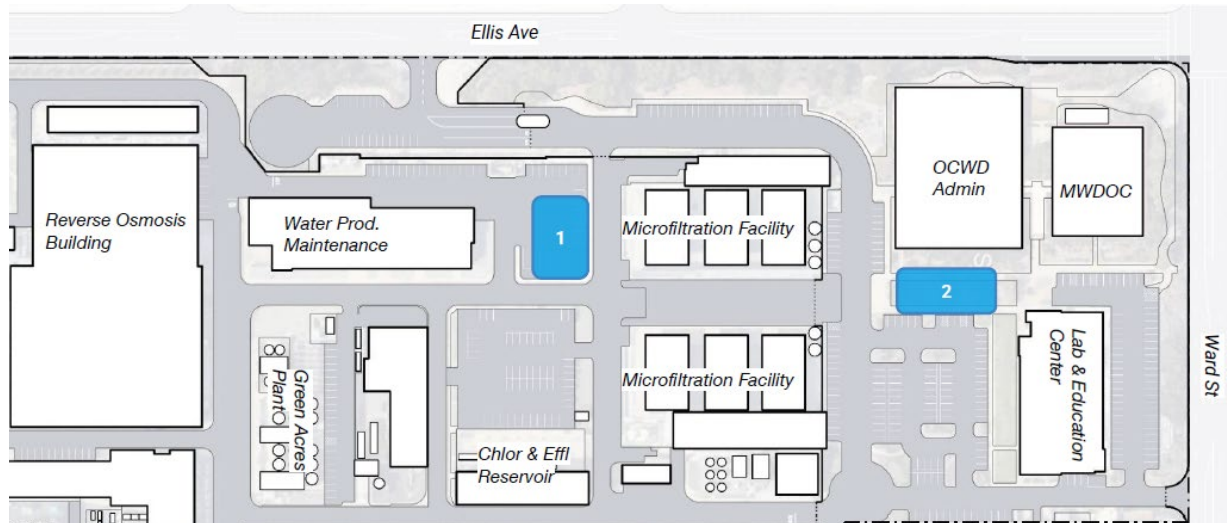
DISCUSSION/ANALYSIS

MOCA evaluated two potential sites on the OCWD campus based on site configuration, visitor circulation, programming flexibility, surrounding facilities, safety considerations and potential construction impacts.

Site 1 is located near the Water Production and Maintenance Building. The evaluated building size is approximately 8,030 square feet (110 by 73 feet), with additional space available to accommodate different building dimensions and potential outdoor functions, if warranted. The location would bring visitors into the center of campus and support a closed-loop tour route with a shorter walking distance. It is also adjacent to buildings with a cohesive contemporary architectural style. The site's wider proportions provide greater flexibility for programming and space configuration. In addition, safety professionals who reviewed the two locations identified Site 1 as the preferable option.

Site 2 is located adjacent to the OCWD Administrative Building and comprises

approximately 8,040 square feet, measuring 60 by 134 feet. The location would bring visitors to one end of campus and result in a linear tour route with a longer walking distance. The site is adjacent to buildings with a mix of architectural styles, and its narrower proportions provide less flexibility for programming and space configuration. Development of Site 2 may also require the removal of existing parking stalls and/or require the use of more costly fire-rated materials.



Following its evaluation of the two locations and the additional discussions conducted to date, MOCA's recommendation remains Site 1 for further evaluation.

The Committee is being asked to consider the two site options and MOCA's recommendation and identify a preferred location for the next phase of the study. Selection of a preferred site will allow the project team to proceed with more detailed evaluation and development. Selection of a site at this stage does not constitute approval of a future project or implementation.

Pending Committee and Board direction on site selection, completion of the feasibility study is anticipated in summer 2027. The Tour Ad Hoc Committee will continue to meet throughout the study and the Board will be updated as appropriate.

PRIOR RELEVANT BOARD ACTIONS

4/15/26, R26-4-65: Award of a Professional Services Agreement to MOCA Systems, Inc. for a Multipurpose Center Feasibility Study for an amount not to exceed \$143,400.

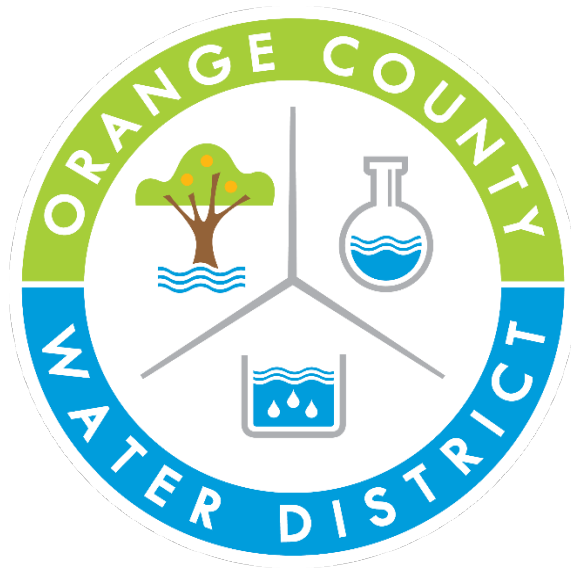
12/17/25, R25-12-207: Authorize issuance of Request for Proposals for a Multipurpose Center Feasibility Study

ORANGE COUNTY WATER DISTRICT

**REQUEST FOR PROPOSALS
RFP-25-013**

**FOR
MULTIPURPOSE CENTER FEASIBILITY STUDY**

ISSUED: January 28, 2026



PROPOSALS DUE:

February 25, 2026 by 4:00PM PT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. INTRODUCTION	1
2. SOLICITATION SCHEDULE	1
2.1. Pre-Proposal Meeting	2
2.2. Questions Concerning Request For Proposals	2
2.3. Deadline For Proposals	2
2.4. Pre-Submittal Activities	3
3. PROJECT BACKGROUND AND DESCRIPTION	3
4. SCOPE OF SERVICES	3
5. GENERAL INFORMATION	4
6. ELEMENTS OF PROPOSAL	4
6.1 Part 1 - Statement of Qualifications	5
6.1.1 Title Page	5
6.1.2 Cover letter	5
6.1.3 Table of Contents	6
6.1.4 Experience and Record of Past Performance	6
6.1.5 Project Team and Qualifications	6
6.1.6 Project Overview and Approach	7
6.1.7 Additional Services	7
6.1.8 Man-Hour Estimate	7
6.1.9 OCWD Standard Agreement	8
6.1.10 Statement of Insurance Compliance	8
6.1.11 Billing	8
6.1.12 Conflict of Interest	8
6.1.13 Equal Employment Opportunity And Affirmative Action Requirements	9
6.2 Part 2 - Price Proposal (Separate Sealed Envelope)	9
7. PROPOSAL SUBMISSION REQUIREMENTS	10
7.1. Proposal Format	10
7.2. Proposal Preparation Costs	10
8. SELECTION PROCESS	10
8.1. Project Approach and Schedule	11
8.2. Experience and Qualifications of the Project Manager	11

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
8.3. Experience of Firm and Other Project Team Members _____	12
8.4. Time Commitment of Key Staff _____	12
8.5. Record of Success on Recent Similar Project _____	12
8.6. Man-Hour Estimate _____	13
9. SPECIAL CONDITIONS _____	13
9.1. RESERVATIONS _____	13
9.2. PUBLIC RECORDS _____	13
9.3. RIGHT TO CANCEL _____	13
9.4. ADDITIONAL INFORMATION _____	14
9.5. PUBLIC INFORMATION _____	14

List of Exhibits:

Exhibit A: Location Map
Exhibit B: Evaluation Criteria
Exhibit C: Services Agreement

List of Attachments:

Attachment No.1: RFP Submittal Checklist



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

The Orange County Water District (“OCWD” or District) is seeking proposals from qualified and experienced firms to provide a multipurpose center feasibility study. OCWD intends to evaluate the proposals received and enter into a one year Professional Services Agreement (“Agreement”) with the qualified firm. The work is expected to commence on April 8, 2026 and continue through April 7, 2027. The Agreement will be monitored closely for acceptable services rendered throughout the Agreement term. OCWD will have the option to terminate the contract in whole or in part during the Agreement term, for any reason or no reason, without penalty, upon notice. The proposer will not be entitled to lost profits or any other compensation not earned prior to the time of termination.

This Request for Proposal (“RFP”) describes the required scope of services, the information that must be included in the proposal, and the proposal selection process. Proposers are encouraged to carefully review this RFP in its entirety prior to submitting their proposals. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

1. INTRODUCTION

The OCWD is an internationally recognized leader in the water industry that was formed in 1933 by the California State Legislature which entrusted OCWD to guard and protect the region’s groundwater basin and limited water supply. OCWD’s mission is to provide a reliable supply of high-quality water that is sourced in an environmentally responsible manner to the more than 2.5 million residents and businesses within the 270 square mile service area of Orange County, California that OCWD serves. OCWD manages three of Southern California’s greatest water supplies, this includes protecting rights to the Santa Ana River, managing and replenishing the Orange County Groundwater Basin, and operating and maintaining the Groundwater Replenishment System (GWRS), the world’s largest advanced water purification system for potable water reuse. More information regarding the OCWD can be found at www.ocwd.com.

2. SOLICITATION SCHEDULE

The solicitation schedule is summarized in the table below. OCWD reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested proposers.

RFP Issued	January 28, 2026
Pre-Proposal Meeting (optional)	February 11, 2026 at 2:00PM PT
Questions Due Date	February 18, 2026 by 2:00PM PT
Interviews (Week of)	March 2, 2026, if needed
Proposals Due	February 25, 2026 by 4:00PM PT
Agreement Award Date:	March 18, 2026



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

2.1. Pre-Proposal Meeting

The optional pre-proposal meeting will be held on February 11, 2026 at 2:00PM PT, the meeting will be held in person at the District Office, 18700 Ward Street, Fountain Valley, CA 92708.

Meeting participants will be required to sign in. A copy of the sign-in sheet will be posted on the OCWD website at, <https://www.ocwd.com/working-with-us/rfp-contracts/>, after the pre-proposal meeting.

2.2. Questions Concerning Request For Proposals

All questions regarding the RFP must be submitted in writing before the deadline due date of **February 18, 2026 by 2:00PM PT**. All questions must be titled "**Question – RFP-25-013 MULTIPURPOSE CENTER FEASIBILITY STUDY**". Responses to questions received from prospective proposers will be formally documented in a Question and Answer (Q&A) table that will be posted on the OCWD website: <https://www.ocwd.com/working-with-us/rfp-contracts/>. The Q&A table will be updated regularly as questions are received from prospective proposers. Questions received after the questions due date will not be considered.

Attention: Ashlie Palamara, Contracts Administrator
Email: procurement@ocwd.com

2.3. Deadline For Proposals

Three (3) hard copies and one (1) electronic flash drive copy of the proposal must be received in a sealed envelope by OCWD no later than **February 25, 2026 by 4:00PM PT** or such later time that OCWD may announce by an addendum at any time prior to the proposal deadline. The envelope shall be plainly marked on the exterior "Proposal for **RFP-25-013 MULTIPURPOSE CENTER FEASIBILITY STUDY**" and with the name, company name, and address of the proposer.

Proposals must be mailed or delivered in person or via courier services at the District office listed below. To deliver submittal packages in person or via courier, please notify the guard at the main gate for proposal drop off. Sealed envelopes will be timestamped upon receipt at the receptionist desk.

Orange County Water District

Administration Office Building
Attention: Ashlie Palamara, Contracts Administrator
Address: 18700 Ward Street
Fountain Valley, CA 92708

It is the Proposer's responsibility to ensure that proposals are received prior to the submittal deadline. Proposal packages should also include all signed Acknowledgment of Addendum forms that may be issued by OCWD as part of this RFP process, as further



described below. Proposals received after the deadline will not be considered under any circumstances. FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. The OCWD will not be responsible for the proper identification and handling of any proposals submitted incorrectly. Only responses properly submitted to OCWD will be considered. OCWD reserves the right to reject any and/or all responses received. There will be no formal opening of the proposals.

2.4. Pre-Submittal Activities

The District reserves the right to revise the RFP prior to the date the Proposals are due. Addendums to the RFP shall be posted on the OCWD website: <https://www.ocwd.com/working-with-us/rfp-contracts/> for all interested Proposers. The District reserves the right to extend the date by which the Proposals are due.

3. PROJECT BACKGROUND AND DESCRIPTION

The Orange County Water District (OCWD, District) is evaluating a standalone Multipurpose Center on the Fountain Valley campus to support operational readiness, staff training, community engagement, and an enhanced Groundwater Replenishment System (GWRS) tour program. The concept follows completion of the final GWRS expansion with the intention to explore improvements to the tour experience and overall visitor facilities.

Since the GWRS came online in January 2008, more than 55,000 visitors have toured the facility. Visitor interest is expected to remain steady or increase, including ongoing requests from other agencies and international delegations. Dedicated space that can adequately support tours and other GWRS activities continues to be a core operational need.

In 2010, the District constructed The Water Education Corridor used as a tour orientation and education space. It was considered an effective educational experience created within the existing administration building foyer and hallway, rather than constructing a separate, larger facility. However, this approach has proven to be ineffective due to the size of tour groups and the Corridor's location within a primary employee circulation area.

4. SCOPE OF SERVICES

The scope of the Feasibility Study (FS) is to evaluate potential locations on the OCWD campus (see Exhibit A for two potential locations and available area), such as the previous laboratory space (now an internal parking lot) and landscape space in front of the administration building, for a Multipurpose Center Building. The FS would provide building layout options, including a large meeting room capable of hosting 100 to 200 people and a separate exhibit hall that can accommodate approximately 70 people at a time, as well as supporting spaces/features (e.g., restrooms and storage/audio and visual). The facility would be designed to serve both as the primary hub for GWRS and OCWD tours and as a highly versatile space for District meetings, training, community outreach events, and



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

partner activities. The FS would verify the total square footage needed and develop a cost estimate for the building, exhibits, and interior furnishings.

The FS shall at a minimum include the following:

- Evaluate potential sites and accessibility and determine approximate square footage needed for building.
- Review existing infrastructure and determine points of utility connections.
- Develop conceptual design options and space requirements.
- Develop conceptual exhibits and features to display OCWD's mission including GWRS.
- Provide preliminary cost estimates (construction, operations, maintenance).
- Identify potential grant funding opportunities.
- Prepare a final report with findings and recommendations.

Deliverables shall at a minimum include:

- Project work plan and timeline.
- Interim progress updates (Monthly).
- Draft feasibility report for review.
- Final feasibility report (digital and printed copies) with executive summary.

See **Exhibit A**.

5. GENERAL INFORMATION

The District expects the selected firm to provide quality service in accordance with industry standards. The firm must demonstrate experience with the type of anticipated work and must have the ability to perform all services in a timely manner upon the request(s) from the District or the District's authorized representative. All work shall comply with the requirements of federal, state, and local laws, and District requirements.

Acceptable performance standards include, but are not limited to, dependability, contractor safety, demonstrated experience with anticipated work with the ability to perform all anticipated services in a timely manner upon receipt of request, expertise on a similar type multipurpose center building.

6. ELEMENTS OF PROPOSAL

The hard copy proposal shall be submitted in one sealed envelope, which shall include a two (2) part sealed proposal where each part shall be submitted in a separate sealed envelope. The electronic file shall include two separate PDF files, plainly marked with Part One and Part Two as listed below:



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

1. Part One: the first envelope and PDF file shall be plainly marked as Part One – Statement of Qualifications. The name and address of the Proposer shall be marked on the physical envelope.
2. Part Two: the second envelope and separate PDF file shall be plainly marked as Part Two – Price Proposal. The name and address of the Proposer shall be marked on the physical envelope.

To provide a degree of consistency in the review of the written proposals, firms are required to include the following content in their proposals. The information required below will be used to evaluate each proposal based on the evaluation criteria outlined in this RFP. Proposals may be deemed nonresponsive if they do not respond to all areas specified below.

Proposals shall be prepared simply and economically, providing a straightforward and concise description of how the proposal has satisfied all the requirements of this RFP. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

Please include the following in your proposal:

6.1 Part 1 - Statement of Qualifications

The following subsections describe the contents required in Part One of the proposal. Part One of the proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer's understanding of and approach to the project(s).

6.1.1 Title Page

The proposer should identify the RFP title, name and title of the firm's contact person, address, telephone number, fax number, email address, and date of proposal submission.

6.1.2 Cover letter

A principal of the firm authorized to commit the firm to the requirements of the RFP must sign the cover letter. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process. And shall also discuss the Proposer's commitment to providing high quality services, describe the firm's understanding and approach to the services, and its ability to perform the requirements of this RFP. Include a brief background of the firm including history, types of services provided, number of employees, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm's qualifications to provide the services described in this RFP.



6.1.3 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the submitted materials.

6.1.4 Experience and Record of Past Performance

Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the company has recently or is currently providing feasibility study (FS) that is equivalent or greater in scope as being required in this RFP. Indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client contact. Also provide a complete list of other public agencies in California utilizing your services over the past five (5) years. Ongoing projects currently being performed by the proposer also may be submitted for consideration. The District at its discretion may contact the references for additional information. Failure to provide accurate contact information may be cause for rejection of the proposal as being nonresponsive.

6.1.5 Project Team and Qualifications

Provide an organizational chart that describes the structure of the project team, including subconsultants. The project team description shall identify the following:

- (i) The Project Manager,
- (ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member,
- (iii) The role each team member will play in providing services under the Agreement, and
- (iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District's prior approval. The proposal shall clearly identify who will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

Provide a description of the experience, qualifications including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and expiration dates), home office location, relevant experience within at least the last five (5) years, and other required qualifications discussed in this RFP.



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

The identified Project Manager will be OCWD's main point of contact for all assigned projects for the duration of the Agreement. The proposal shall include the Project Manager's contact information, including phone and e-mail address.

Once an Agreement has been executed, the Consultant must request approval from the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Agreement.

6.1.6 Project Overview and Approach

Present a narrative overview of the Proposer's understanding of the RFP requirements and the overall approach and technical plan for accomplishing the work assignments. Also discuss at a minimum the following:

- Ability to successfully complete work assignments within the District's required time frame and, as necessary, on short notice,
- Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
- Describe the Proposer's project management approach and communications protocol,
- Describe the Proposer's approach to quality assurance and control, as well as any performance guarantees,
- Technical approach to assigned tasks, such as deployment strategies (how the project will be implemented from mobilization to demobilization), and
- Identify current and reasonably foreseeable actual and possible constraints, problems, and/or issues that could hinder the execution of services under the contract, and suggest approaches to resolving or managing these constraints, problems, and/or issues.

6.1.7 Additional Services

Include any comments, suggestions, or additions the Proposer may have regarding the scope of work or any other aspects of the work that the Proposer feels would be helpful to OCWD in selecting a firm for the services described in the RFP. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by OCWD. Tasks above the minimum to complete the work described herein shall be clearly identified as "optional" in the proposal.

6.1.8 Man-Hour Estimate

In part one of the proposal, the proposer shall include a table of the Man-Hour estimate, summarizing labor hour breakdowns by the project tasks and subtasks identified in Section 4.0 (including other subtasks as the Proposer sees fit) and associated personnel, including any subconsultants, as well as total hours. Names and titles/categories of



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

individuals proposed to work on the project tasks/subtasks, including names of subconsultants/ subcontractors shall be indicated. The labor hours for proposed optional tasks, if any, shall be presented in a separate table to differentiate it from the baseline Scope of Work.

Fully loaded hourly billing rates and proposed fee for the project tasks and subtasks identified in Section 4.0, including proposed optional tasks, shall be provided by proposer within part two of the proposal per Section 6.2.

6.1.9 OCWD Standard Agreement

Proposers shall provide a statement that the Proposer accepts OCWD's form of Services Agreement attached hereto as **Exhibit C**. Proposers responding to this RFP must be prepared to proceed with the Services Agreement in substantially the form provided, with minor non-substantive changes in OCWD's sole discretion. OCWD retains full discretion to rescind the proposed Services Agreement award to a Proposer who fails to comply with this requirement, and to exclude the Proposer from future procurement where applicable. The Services Agreement shall be executed by the Proposer within ten (10) calendar days of receipt of OCWD's Notice of Award to Proposer.

6.1.10 Statement of Insurance Compliance

Proposer shall provide a statement that it will meet the insurance requirements that are listed in the Services Agreement, attached hereto as **Exhibit C**. OCWD will request the insurance forms and associated documentation when OCWD provides notice that the Services Agreement is awarded.

6.1.11 Billing

Proposers shall provide a statement that it will meet the minimum requirements specified here. At a minimum, the invoice for services shall include the Purchase Order Number, Agreement Number, and the itemized summary of each authorized project task along with the names of persons, their job titles, the hours worked, and hourly billing rates. OCWD will provide reporting requirements to the selected firm, and the selected firm shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection, payment delay, or short pay of the invoices submitted to OCWD for payment.

6.1.12 Conflict of Interest

Provide a statement that the proposer, individuals employed by the proposer, or firms employed by or associated with the proposer, do not have a conflict of interest with the Project. The proposer shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

Proposer shall inform the District immediately. Proposers are subject to disqualification on the basis of a conflict of interest as determined by OCWD. By submitting a proposal you are stating you do not have a conflict of interest with the Project.

6.1.13 Equal Employment Opportunity And Affirmative Action Requirements

The proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The selected consultant/contractor and each subconsultant/subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California Government Code. The selected contractor is expected to maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the District's Administrative Policies.

6.2 Part 2 - Price Proposal (Separate Sealed Envelope)

Part two of the proposal shall include a table showing the following information:

- Labor hour breakdowns by the project tasks and subtasks identified in Section 4.0 (including other subtasks as the Proposer sees fit) and associated personnel, including any subconsultants, as well as total hours. Names and titles/categories of individuals proposed to work on the project tasks/subtasks, including names of subconsultants/ subcontractors shall be indicated.
- Fully loaded hourly billing rates – All direct, capital, and reimbursable expenses, including but not limited to travel and transportation costs, meals, lodging, office equipment and supplies, administrative and communications fees, etc., must be built into the hourly rates. Therefore, the District shall not pay Consultant nor its subconsultants/ subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described herein.
- The labor hours and fees for proposed optional tasks, if any, shall be presented in a separate table to differentiate from the baseline Scope of Work.

It is expected that the indicated hourly rates will remain in effect for the duration of the Agreement unless otherwise specified and approved by OCWD. The rate sheet shall include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred.

The proposal shall also include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task



identified. A project schedule shall be included with the invoice to track project costs on a resource loaded schedule.

7. PROPOSAL SUBMISSION REQUIREMENTS

7.1. Proposal Format

The proposal shall be limited to no more than 10 single-pages in 8.5" width x 11" length size recycled or recyclable white bond paper, paginated, and bound. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be bookmarked and in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the flash drive shall contain the entire proposal as two separate PDF files for Part One and Part Two. All sections of the PDF file shall be bookmarked.

7.2. Proposal Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of proposals. Firms responding to this RFP will be solely responsible for all costs and expenses incurred during the selection process.

8. SELECTION PROCESS

Selection of the Consultant will be based on the proposal contents, prior experience of the firm, performance on similar or related projects, and overall costs that best serve the District. Other factors that may be considered during the evaluations include the firm's reputation in the industry and any other aspects which could affect the proposer's performance under the awarded Agreement.

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the proposer's understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked based on the criteria specified in the table below. The evaluation criteria listed in the OCWD Proposal Evaluation Form (**Exhibit B**) will be used to evaluate each proposer.



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

Item No.	Criteria for Proposal Evaluations	Maximum Points
1	Project Approach and Schedule	25
2	Experience and Qualifications of the Project Manager	20
3	Experience of Firm and Other Project Team Members	10
4	Time Commitment of Key Staff	10
5	Record of Success on Recent Similar Project	20
6	Man-Hour Estimate	15
TOTAL POINTS:		100

The District reserves the right to award the contract to the firm who presents the proposal, which in the judgment of the District, best accomplishes the desired results based upon this information, OCWD staff will recommend a firm to OCWD's Board of Directors for award of the contract. The selected firm must be able to begin work immediately upon award of contract and must be able to maintain the required level of effort to meet the proposed schedule.

8.1. Project Approach and Schedule

The District will evaluate the Proposer's overall approach to executing the project and the proposed schedule. Considerations include, but are not limited to the following:

- Project approach and understanding of the nature of the required services and expected tasks to be performed.
- Work schedule and methodology to completing assigned tasks, specifically with regards to budget sensitivity, efficiency, adherence to District standards and applicable regulatory codes, and pertinence of the assigned tasks.
- Overall clarity, creativity, and logic, and completeness of the approach. The proposal should demonstrate interest and insight to the specific details of OCWDs desired services.

8.2. Experience and Qualifications of the Project Manager

The District will assess the professional background, experience, and qualifications of the proposed Project Manager. Key considerations include leadership capability, technical expertise, and the ability to effectively manage project execution while maintaining clear communication with the District.

- Demonstration on how the Proposer will organize the execution of assigned projects, including the make-up of the team, the leadership of the team, the accountability of the Project Manager, and the lines of authority.
- Demonstration on how the Proposer will organize the execution of assigned projects, including the make-up of the team, the leadership of the team, the accountability of the Project Manager, and the lines of authority.



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

- A strong project management structure that includes clearly defined communications protocols (including how the Proposer's staff will interact with the District's team and project manager), procedures for coordination throughout the assigned project, and subconsultant/subcontractor integration.
 - A solid quality assurance and control program that demonstrates a clear understanding of the need and process of ensuring OCWD receives the highest quality product required for assigned projects.
 - Other services or considerations not addressed in the RFP, but were deemed to be pertinent to the scope of services by the Proposer.
-
- Professional qualifications, education, and relevant experience.
 - Proven ability to lead and manage projects effectively.
 - Accountability and decision-making authority in project execution.
 - Accessibility and responsiveness to District requests and communications.

8.3. Experience of Firm and Other Project Team Members

The District will evaluate the experience and expertise of the firm and all project team members. This includes the appropriateness of the team's skills for the scope of work, the mix of disciplines, and the ability to perform assigned tasks efficiently and in compliance with District requirements.

- Relevant experience and technical expertise of team members.
- Appropriate mix of skills and disciplines for assigned tasks.
- Percentage of work to be self-performed versus subcontracted.
- Familiarity with District, County, and other local agency policies and procedures.

8.4. Time Commitment of Key Staff

The District will consider the availability and dedication of key personnel to the project. This includes the capacity to respond promptly to District requests, manage work under tight schedules, and provide sufficient attention to ensure project success.

- Availability and dedication of key personnel to the project.
- Geographic proximity of staff to the District's service area to ensure timely responsiveness.
- Capacity to perform work on short notice and flexibility to meet project demands.

8.5. Record of Success on Recent Similar Project

The District will review the Proposer's track record on similar or related projects. Evaluation will focus on prior performance, including quality of work, adherence to



OCWD RFP-25-013 - MULTIPURPOSE CENTER FEASIBILITY STUDY

schedules, cost control, and demonstrated ability to successfully manage project challenges.

- Past performance on projects similar in scope, size, and complexity.
 - Evidence of effective project coordination, cost control, schedule adherence, and high-quality deliverables.
 - Positive references and demonstrated technical capability.
- OCWD reserves the right to conduct an independent verification of the Proposer's experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective proposers shall respond and provide additional information that may be requested during the evaluation of proposals. Factors to be considered will include, but may not be limited to, experience with similar projects, project coordination, cost control, quality of work, technical capability, and adherence to project schedules and standards.

8.6. Man-Hour Estimate

The District will assess the proposed man-hour estimates to ensure they are reasonable and aligned with the project scope. Consideration will be given to the appropriateness of labor allocation, efficiency, and overall value for the services proposed.

- Accuracy and realism of proposed man-hour estimates relative to project scope.
- Alignment of labor allocation with project schedule and complexity.
- Overall value for services considering total hours and billing rates.

9. SPECIAL CONDITIONS

9.1. RESERVATIONS

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.

9.2. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the District and are public records and as such may be subject to public review.

9.3. RIGHT TO CANCEL

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, the District will notify all the proposers in writing via email.



9.4. ADDITIONAL INFORMATION

The District reserves the right to request additional information and/or clarifications from any or all Proposers.

9.5. PUBLIC INFORMATION

Release of Public Information selection announcements, contract awards, and all data provided by the District shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the District.



EXHIBITS



EXHIBIT A

LOCATION MAP





EXHIBIT B

EVALUATION CRITERIA

ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM

Project: RFP for Multipurpose Center Feasibility Study (RFP-25-013)

Proposing Firm: _____

Reviewer: _____

Criteria		Weighting (%)	Score (1-5)	Weighted Score	Comments
1	Project Approach and Schedule	25		0.00	
2	Experience and Qualifications of the Project Manager	20		0.00	
3	Experience of Firm and Other Project Team Members	10		0.00	
4	Time Commitment of Key Staff	10		0.00	
5	Record of Success on Recent Similar Project	20		0.00	
6	Man-Hour Estimate	15		0.00	
Total		100		0.00	

Scoring:

5 = Excellent

4 = Above Average

3 = Average

2 = Below Average

1 = Poor



EXHIBIT C

SERVICES AGREEMENT

AGREEMENT NO. ***

with

for

This Agreement (the "Agreement") is made and entered into as of ***, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") and *** ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I
FUNDAMENTAL TERMS

A. Location of Project: ***.

B. Description of Services/Goods to be Provided: *** in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on *** ("Commencement Date") and the term of this Agreement shall continue through its expiration on ***.

D. Party Representatives:

D.1. OCWD designates the following person/officer to act on OCWD's behalf: ***

D.2. Contractor designates the following person to act on Contractor's behalf: ***

E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- | | | |
|------|----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

By: _____
John C. Kennedy, General Manager

By: _____
Denis Bilodeau, Board President

Dated: _____

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____
Jeremy N. Jungreis, General Counsel

By: _____

Title: _____

By: _____

Title: _____

Contractor Information:

Address for Notices and Payments:

Attention: ***

Telephone: ***

Email.: ***

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and

OCWD AGREEMENT NO. ***

(iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

1.7 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: INSURANCE AND INDEMNIFICATION.

2.1 Insurance.

2.1.1. Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subconsultants. All insurance coverages and policies required of Contractor for this Agreement are subject to acceptance and approval by OCWD.

Contractor shall not commence work under this Agreement until it has obtained the insurance required hereunder in a company or companies having an A.M. Best rating of A:VII and acceptable to the OCWD nor shall the Contractor allow any

subcontractor to commence work on its subcontract until all insurance required herein of the Contractor has been obtained by such subcontractor. The Contractor shall at the time of the execution of the Agreement present certificate(s) of insurance evidencing the coverage required by this Agreement.

All of the insurance shall be provided on policy forms and through companies satisfactory to the OCWD. The OCWD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

2.1.2. Required Policies. The Contractor shall procure and maintain for the duration of the Agreement, and for five (5) years thereafter, insurance against claims for injuries, diseases, or death to persons or damages to property which thereafter may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

(a) *General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)* including products and completed operations, mobile equipment, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the OCWD or the general aggregate limit shall be twice the required occurrence limit. Any combination of a minimum \$1,000,000 per occurrence General Liability and Excess Liability or Umbrella to meet the \$2,000,000 total may be accepted in OCWD's sole discretion.

(b) *Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01)* covering Symbol 1 (Any Auto) and any mobile equipment used for the work pursuant to this Agreement with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(c) *Workers' Compensation Insurance* – The Contractor shall provide Workers' Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000 disease policy limit and one million dollars (\$1,000,000) disease each employee. These policies shall be endorsed to waive all rights of subrogation against OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively "OCWD and OCWD Personnel"), excluding professional liability.

Contractor hereby certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD's execution of this Agreement, in which event no Worker's Compensation Insurance shall be required by this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

(d) *Professional Liability Insurance* – for any and all professional services provided pursuant to this Agreement, Contractor shall maintain Professional Liability Insurance appropriate to Contractor's profession covering wrongful acts, negligent actions, errors, and omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. This requirement does not apply if the work provided pursuant to this Agreement does not involve the provision of professional services.

(e) *Other Insurance* – Other insurance policies and coverage if included in Part III, Special Provisions.

2.1.3. Policy Contents. The policies required above shall contain or be endorsed to contain the following:

(a) *Additional Insured Status* – The General Commercial Liability, Automobile Liability, and Professional Liability policies required above, shall be endorsed to provide that the OCWD and OCWD Personnel are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. There shall be no special limitations on the scope of protection provided to OCWD and OCWD Personnel. This required status shall be provided in the form of a separate endorsement to the Contractor's insurance.

(b) *Primary Coverage* – For any claims related to work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the OCWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the OCWD, its directors, officers,

employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) *Separate Application* – The policies required by this Agreement shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) *Notices of Changes or Cancellation* – Policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.4. Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the OCWD. At the election of the OCWD, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions with respect to the OCWD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the OCWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the OCWD.

2.1.5. Verification of Coverage, Evidence of Insurance. The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements shall contain the name and number of this Agreement, and are to be received and approved by the OCWD before work commences. However, failure to obtain the required documents prior to the working beginning shall not waive the Contractor's obligation to provide them. The OCWD reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

2.1.6. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us). The Contractor hereby waives all rights of subrogation under this Agreement, and shall obtain endorsements necessary to affect this Waiver of Subrogation in favor of the OCWD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the OCWD; this provision applies regardless of whether or not the OCWD has received a Waiver of Subrogation from the insurer.

2.1.7. Continuation of Coverage. Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five (5) years after termination of this Agreement. When any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including required endorsements and waivers of subrogation to OCWD at least ten (10) days prior to the expiration date.

2.1.8. Subcontractors. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13), and to include the foregoing insurance requirements in favor of OCWD in the contract between Contractor and the subcontractor. The Contractor shall, upon demand of OCWD, and in all events prior to permitting the subcontractor to perform any work subject to this Agreement, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

2.1.9. Other Policies. At the time of contract document preparation, efforts were made to include all known insurance requirements which would take place during the contract. It is possible additional insurance requirements may be made by another agency or government entity to provide additional insurance not included here. At the direction of the agency/entity, the Contractor shall comply and satisfy the additional insurance requirements.

2.2 Indemnification. The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.1. Except as set forth in subdivision 2.2.2 or 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent active or passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel where the active negligence

or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

2.2.2. The provisions of this subdivision 2.2.2 apply only in the event that Contractor is a “design professional” within the meaning of California Civil Code section 2782.8(c). If Contractor is a “design professional” within the meaning of Section 2782.8(c), then, notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor’s performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor’s negligence, recklessness or willful misconduct.

2.2.3. The provisions of this subdivision 2.2.3 apply only in the event that this Agreement is a “construction contract” within the meaning of Civil Code Section 2782(b) and 2783. If this Agreement is a “construction contract” within the meaning of those statutes, then notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all Claims that may be asserted or claimed by any person or entity arising out of Contractor’s performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel.

2.3 Survival. The provisions of this Section 2 shall survive termination of the Agreement.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of

Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Proprietary Information. All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior

written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

3.7 Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD's representative identified in Part I, at the end of the project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD's use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon prior written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD's notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for the costs OCWD incurs in completion of the services required hereunder, including, but not limited to, costs incurred by OCWD in retaining a replacement Contractor, and similar expenses and costs, and including increased staff time costs incurred by OCWD.

3.10 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to OCWD. Contractor shall immediately cease all services

hereunder as of the date Contractor's notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to OCWD's right to take over and finish the work and Contractor's liability therefor shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.19 Prevailing Wage Compliance. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the work performed pursuant to this Agreement, including, but not limited to the prevailing wage and related requirements set forth in this Section 3.19. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

The Contractor attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

Contractor hereby expressly acknowledges and agrees that OCWD has never previously affirmatively represented to Contractor, its employees or agents in writing or otherwise that the services performed under this Agreement are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the work

OCWD AGREEMENT NO. ***

performed pursuant to this Agreement, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, OCWD will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

Contractor shall comply with all applicable laws and regulations related to the payment of prevailing wages for the work performed hereunder, including but not limited to Sections 1720 et seq. and 1770 et seq. of the Labor Code, and interpreting case law and regulations. Contractor is independently responsible for reviewing and complying with all such laws (and every other law applicable to the Agreement). The requirements indicated in this Section 3.19 are duplicative, and not additive to California law, and shall not apply to any work not subject to the indicated State laws.

Without limiting the foregoing, in accordance with Sections 1773 and 1773.2 of the Labor Code, the OCWD has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Copies of the prevailing rates of wages are maintained with the OCWD's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

Pursuant to Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to OCWD, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the work by Contractor or any sub-consultant or subcontractor.

Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to OCWD, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each

calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1725.5 and 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

In accordance with Labor Code Sections 1860, 1861, and 3700, Contractor and every subcontractor is required the secure payment of compensation to all employees. By signing this Agreement, Contractor provides the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

To the fullest extent permitted by law, Section 2.2, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the work of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the work to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor's performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD Orange County Water District
Representative: P. O. Box 8300
 Fountain Valley, CA 92728-8300

Invoices only shall be properly identified with the corresponding Agreement No. and sent to one of the following:

apinvoices@ocwd.com

OR to the address shown below:

Orange County Water District
Attention: Accounts Payable
P. O. Box 20845
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so

executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

4.8 OCWD Contract Management Authority. The OCWD General Manager (or his or her duly authorized representative) shall have the authority to make approvals, issue interpretations, execute documents to implement or clarify this Agreement, waive provisions, and/or enter into certain amendments of this Agreement on behalf of OCWD so long as such actions do not result in any of the following: (a) an increase in the Budget set forth in Part V hereto, (b) a decrease in the scope of services without a corresponding reduction in the Budget, or (c) an increase in the risk of liability to OCWD. Such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

4.9

PART III
SPECIAL PROVISIONS

SAMPLE

PART IV
SCOPE OF SERVICES

SAMPLE

PART V
BUDGET

OCWD shall compensate Contractor in accordance with the below for a not-to-exceed fee of \$***.00.

SAMPLE



ATTACHMENT NO.1

RFP SUBMITTAL CHECKLIST

ATTACHMENT NO.1

Request for Proposals (RFP) Submittal Checklist

The following submittals shall be completed and submitted with each Proposal package (see table below for the “Required Submittal Checklist.”). This table has been provided as a convenience for proposers to use as a reference only. Ultimately, it is the Proposer’s sole responsibility to ensure that their proposal complies with all requirements of the RFP and all the required submittals are included in the Proposal package before it is formally submitted to OCWD. Proposals may be deemed nonresponsive if they do not respond to all areas specified in the RFP.

Item No.	Required Submittal Checklist	Check (√)
1	Signed Proposal package including:	
Part 1		
2	Title Page	
3	Cover Letter	
4	Table of Contents	
5	Experience and Record of Past Experience	
6	Project Team and Qualifications	
7	Project Overview and Approach	
8	Additional Services	
9	Man-Hour Estimate	
10	OCWD Standard Contract (Exhibit C) A statement accepting the requirements stated in Section 6.1.9 of the RFP.	
11	Statement of Insurance Compliance (Exhibit C) A statement accepting the requirements stated in Section 6.1.10 of the RFP.	
12	Billing A statement accepting the requirements stated in Section 6.1.11 of the RFP.	
13	Conflict of Interest	
14	Equal Employment Opportunity and Affirmative Action Requirements	
15	Addenda Acknowledgement Forms (if applicable)	
Part 2		
16	Price Proposal (Separate Sealed Envelope)	

AGENDA ITEM SUBMITTAL

Meeting Date: October 8, 2026

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contacts: G. Ayala/M. Diaz

Budgeted: Yes

Budgeted Amount: \$285,000

Cost Estimate: \$285,000

Funding Source: 1012.51112

Program/Line Item No.: 1206

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: CHILDREN'S WATER EDUCATION FESTIVAL UPDATE

SUMMARY

The 30th annual Children's Water Education Festival (Festival) will take place on April 14-15, 2027, at Oak Canyon Park. Staff will provide a verbal update of the event.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

The Children's Water Education Festival is an annual, successful program started in 1997 to educate Orange County's youngest stakeholders about the importance of water. Since inception, more than 163,000 students have experienced the Festival and all its interactive educational activities. The 2027 Festival will take place April 14-15, 2027, at Oak Canyon Park. The free event is open to third, fourth and fifth grade classes in Orange County, Calif. Registration opened September 17, 2026. Within 26 hours of registration opening, Thursday reached capacity with 3,000 students registered to attend. Additionally, six returning presenters have committed to hosting interactive education booths at the event. Staff continue to solicit participants and will update the committee monthly.

PRIOR RELEVANT BOARD ACTION(S)

N/A