

The Metropolitan Water District of Southern California

Agenda

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

Board of Directors - Final - Revised 1

October 11, 2022

12:00 PM

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| Tuesday, October 11, 2022 Meeting Schedule |
| 08:30 a.m. L&C 09:30 a.m. OP&T 10:30 a.m. RP&AM 12:00 p.m. BOD |

Agendas, live streaming, meeting schedules, and other board materials are available here: <https://mwdh2o.legistar.com/Calendar.aspx>. If you have technical difficulties with the live streaming page, a listen-only phone line is available at 1-877-853-5257; enter meeting ID: 891 1613 4145. Members of the public may present their comments to the Board on matters within their jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference 1-833-548-0276 and enter meeting ID: 815 2066 4276 or click <https://us06web.zoom.us/j/81520664276pwd=a1RTQWh6V3h3ckFhNmduUWpKR1c2Zz09>

MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012

1. Call to Order

- a. Invocation: Thomas D. Miller, Director of Info Tech Services
- b. Pledge of Allegiance: Director C. Martin "Marty" Miller, San Diego County Water Authority

2. Roll Call

3. Determination of a Quorum

4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))

5. OTHER MATTERS AND REPORTS

- A. Report on Directors' Events Attended at Metropolitan's Expense

[21-1530](#)

Attachments: [10112022 BOD 5A Report](#)

- B. Chairwoman's Monthly Activity Report [21-1531](#)
Attachments: [10112022 BOD 5B Report](#)
- C. General Manager's summary of activities [21-1532](#)
Attachments: [10112022 BOD 5C Report](#)
- D. General Counsel's summary of activities [21-1533](#)
Attachments: [10112022 BOD 5D Report - Revised](#)
- E. Interim General Auditor's summary of activities [21-1534](#)
Attachments: [10112022 BOD 5E Report](#)
- F. Ethics Officer's summary of activities [21-1535](#)
Attachments: [10112022 BOD 5F Report](#)
- G. Presentation of 5-year Service Pin to Director Barry D. Pressman, representing the city of Beverly Hills [21-1554](#)
- H. Report from Executive Committee on nominations for Board Chair [21-1552](#)

**** CONSENT CALENDAR ITEMS -- ACTION ****

6. CONSENT CALENDAR OTHER ITEMS - ACTION

- A. Approval of the Minutes of the Board of Directors Workshop for August 23, 2022 and Regular Meeting for September 13, 2022 (Copies have been submitted to each Director) (Any additions, corrections, or omissions) [21-1536](#)
Attachments: [10112022 BOD 6A-2 Minutes](#)
[10112022 BOD 6A-1 Minutes](#)
- B. Adopt resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of Metropolitan's legislative bodies for a period of 30 days; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [21-1537](#)
Attachments: [10112022 BOD 6B Presentation](#)

- C. Approve Committee Assignments [21-1538](#)
- D. Authorize waiver of Metropolitan Administrative Code Section 2201 regarding term limits for Board Chairwoman Gray [21-1596](#)
- E. Nomination and Election for Board Chair for two-year term effective January 1, 2023 [21-1553](#)

7. CONSENT CALENDAR ITEMS - ACTION

- 7-1 Adopt resolution authorizing the reimbursement of capital expenditures from bond proceeds for fiscal years 2022/23 and 2023/24; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. [REVISED LANGUAGE] (FI) [21-1540](#)

Attachments: [10112022 FI 7-1 B-L](#)
[10102022 FI 7-1 Presentation](#)
[9322 Resolution](#)

- 7-2 Authorize the General Manager to sign a Project Labor Agreement with the Los Angeles and Orange Counties Building and Construction Trade Council, the Riverside and San Bernardino Counties Building and Construction Trades Council, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years; and authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the Project Labor Agreement; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA (EO) [21-1542](#)

Attachments: [10112022 EO 7-2 B-L](#)
[10102022 EO 7-2 Presentation](#)

- 7-3 Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (EO) [21-1548](#)

Attachments: [10112022 EO 7-3 B-L](#)
[10102022 EO 7-3 Presentation](#)

- 7-4** Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum of five years for engineering services; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EO) **[21-1549](#)**
- Attachments:** [10112022 EO 7-4 B-L](#)
[10102022 EO 7-4 Presentation](#)
- 7-5** Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for a maximum of three years for construction management and inspection services to support board-authorized Capital Investment Plan projects; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EO) **[21-1550](#)**
- Attachments:** [10112022 EO 7-5 B-L](#)
[10102022 EO 7-5 Presentation](#)
- 7-6** Approve the Metropolitan Water District of Southern California's salary schedules pursuant to CalPERS regulations; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (OPT) **[21-1556](#)**
- Attachments:** [10112022 OPT 7-6 B-L](#)
[10112022 OPT 7-6 Presentation](#)
- 7-7** Declare 41 parcels, totaling approximately 636 acres, as surplus land that is no longer required for Metropolitan's current and foreseeable needs and authorize staff to dispose of the parcels; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA (RPAM) **[21-1557](#)**
- Attachments:** [10112022 RPAM 7-7 B-L](#)
[10112022 RPAM 7-7 Presentation](#)

- 7-8** Authorization to extend the term of the Operational Shift Cost Offset Program to provide credits in calendar year 2023; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (IW) [21-1560](#)

Attachments: [10112022 IW 7-8 B-L](#)
[10102022 IW 7-8 Presentation](#)

- 7-9** Adopt the Revision and Restatement of Bay-Delta Policies; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (IW) [21-1555](#)

Attachments: [10112022 IW 7-9 B-L](#)
[10102022 IW 7-9 Presentation](#)
[10112022 IW Amended slide 7-9 Presentation](#)

- 7-10** Authorize a \$300,000 settlement of Metropolitan claims against the federal government for the recovery of costs resulting from damages to Metropolitan infrastructure due to the crash of a military helicopter; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with legal counsel- potential litigation (1 case); may be heard in closed session pursuant to Gov. Code Section 54956.9(d) (4)]. [REVISED LANGUAGE] (LC) [21-1561](#)

Attachments: [10112022 LC 7-10 B-L](#)
[10112022 LC 7-10 Presentation](#)

- 7-11** Adopt resolution encouraging action to reduce or eliminate irrigation of non-functional turf with potable water; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (OWC) [21-1522](#)

Attachments: [09272022 OWC 7-11 B-L](#)
[09272022 OWC 7-11 Presentation](#)
[9323 Resolution](#)

- 7-12** Approve amendments to the Administrative Code to comply with recommendations of the California State Auditor regarding reporting requirements to the Board of Directors on personnel-related settlements and the contracting authority of the Ethics Officer; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. [ADDED ITEM] (LC) [21-1597](#)

Attachments: [10112022 LC 7-12 B-L](#)

- 7-13** Adopt a resolution designating Metropolitan's maximum contribution for medical benefits for retired employees to comply with the current authorized Memoranda of Understanding. [ADDED ITEM] (OPT) [21-1598](#)

Attachments: [10112022 OPT 7-13 B-L](#)
[10112022 OPT 7-13 Presentation](#)
[9324 Resolution](#)

**** END OF CONSENT CALENDAR ITEMS ****

8. OTHER BOARD ITEMS - ACTION

NONE

9. BOARD INFORMATION ITEMS

- 9-1** Report on Conservation [21-1539](#)

Attachments: [10112022 BOD 9-1 Report](#)

- 9-2** Compliance with Fund Requirements and Bond Indenture Provisions (FI) [21-1541](#)

Attachments: [10112022 FI 9-2 B-L](#)

- 9-3** Information on Potential Early Operation of the High Desert Water Bank Program [WITHDRAWN] (IW) [21-1559](#)

10. OTHER MATTERS

NONE

11. FOLLOW-UP ITEMS

NONE

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

NOTE:

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parenthesis at the end of the description of the agenda item e.g. (E&O, BF&I). Committee agendas may be obtained from the Executive Secretary.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

October 11, 2022 Board Meeting

Item 5A



Metropolitan Water District of Southern California Summary of Events

Attended by Directors at Metropolitan's Expense in September 2022

| Date(s) | Location | Meeting Hosted by: | Participating Director(s) |
|------------|----------------|--|--------------------------------|
| Sept 12-14 | Milwaukee, WI | One Water Summit 2022 | Heather Repenning |
| Sept 20-23 | Santa Fe, NM | Colorado River Symposium | Glen Peterson |
| Sept 24 | Long Beach, CA | Rancho Los Cerritos 2022 Gala | Gail Goldberg |
| Sept 27-30 | Colorado River | Colorado River Board of California – Colorado River Tour | Cynthia Kurtz Glen Peterson |



● Chairwoman of the Board Monthly Activity Report – September 2022

Summary

This report highlights activities of the Chairwoman of the Board during the month of September 2022 on matters relating to The Metropolitan Water District of Southern California's business.

Monthly Activities

August 31-September 1

- Met with Congresswoman Connie Conway, Latino Water Coalition Executive Director Mario Santoyo, and General Manager Hagekhalil to discuss drought challenges in the Central Valley, Fresno

September 7

- Participated via teleconference in West Basin Municipal Water District's Metropolitan Caucus meeting

September 9

- Participated via teleconference with General Manager Hagekhalil and Group Manager Bednarski regarding ongoing matters related to project labor agreements

September 12

- Participated via teleconference in Metropolitan's Engineering and Operations Committee meeting
- Participated via teleconference in Metropolitan's Communications and Legislation Committee meeting
- Participated via teleconference in Metropolitan's Imported Water Committee meeting

September 13

- Participated via teleconference in Metropolitan's Legal and Claims Committee meeting
- Participated via teleconference in Metropolitan's Organization, Personnel, and Technology Committee meeting
- Participated via teleconference in Metropolitan's Real Property and Asset Management Committee Meeting
- Attended Metropolitan's Board Meeting, Los Angeles

September 14

- Participated via teleconference with General Counsel Scully and EEO Officer Wisdom regarding equal employment opportunity related matters

September 15

- Participated via teleconference with Vice Chair De Jesus regarding matters of the Board

September 16

- Attended the OC Water Summit: California Dreamin' Making Water Infrastructure a Reality, Anaheim
- Participated via teleconference in an interview with Capital B News regarding water equity in underserved communities

September 19

- Attended and facilitated the Association of California Water Agencies' Region 8 Annual hosted event with Director Fellow and Assistant General Manager Zinke, Burbank

September 20

- Participated via teleconference with Los Angeles Mayor Garcetti's Chief of Staff Andre Herndon to discuss Metropolitan board priorities

September 22

- Participated via teleconference with General Manager Hagekhalil to discuss matters of the Board

September 23

- Participated via teleconference in the California African American Water Education monthly board meeting

September 27

- Participated via teleconference in Metropolitan's Audit and Ethics Committee meeting
- Participated via teleconference in Metropolitan's Executive Committee meeting

September 28-October 2

- Attended the 2022 Congressional Black Caucus Legislative Conference, Washington, DC



General Manager's Monthly Report



Activities for the Month of September 2022



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Message from the General Manager

Last month, I wrote about the challenge of asking the public to stop watering their lawns during a record-breaking heat wave so that we could fix a leak in the Upper Feeder pipeline.

This month, I'm happy to report that the repair was completed ahead of schedule. In addition, we successfully managed and conserved the precious State Water Project supplies that flowed to customers while the pipeline was shut down.

In fact, we drew upon only half of the backup water supply from the State Water Project that we thought we might have to use during the shutdown. This was achieved through a combination of operational adjustments coordinated with the affected Member Agencies, conservation in response to our public appeals, and Metropolitan crews getting the job finished early.

Repairing the Upper Feeder was an all-hands effort to prevent an emergency, and it put on full display the ingenuity, dedication and resourcefulness of our Metropolitan team. Not only did the final work take place suspended above a river and amid record breaking heat and volatile weather, it was the culmination of months of planning and coordination. After crafting a temporary patch to keep the leak from becoming a rupture, Metropolitan staff fabricated in-house a replacement slip-joint because we could do it faster than the market could provide it. Our facilities and those of our Member Agencies had to adapt to the operational demands of the shutdown and limited water supplies. We spoke to the public in concert with our Member Agencies, and the public responded by reducing their water use.

It's projects like this that exemplify the best of Metropolitan - technical expertise, innovation, teamwork, and a tireless commitment to the vital mission of supplying water to Southern California.

Thank you for all your contributions to our championship team.

We are one,
Adel



“The strength of the team is each individual member. The strength of each member is the team.”

**– Phil Jackson,
Basketball Hall of
Famer**



Strategic Priorities Update

The General Manager's Strategic Priorities guide actions in key areas of focus, investment, and transformation for Metropolitan.

Empower the workforce and promote diversity, equity, and inclusion

Build a safe, inclusive, and accountable workplace where all employees feel valued, respected, and able to meaningfully contribute to decisions about their work.

A new cohort of Metropolitan Management University has been launched and new modules for EEO and DE&I are being developed and will be implemented by January 2023.

The DEI Office is continuing to hire staff in order to drive GM strategic priorities such as Tribal Outreach and Engagement.

Prepare and support the workforce by expanding training and skill development and updating strategies to recruit and retain diverse talent at a time when Metropolitan's needs are evolving and employee expectations about the workplace are changing.

Metropolitan became a signatory to IEWorks, a workforce collaborative of water and wastewater agencies in the Inland Empire focused on developing and implementing apprenticeships, internships, pre-apprenticeships, and career awareness programs.

The Organizational Development and Training Unit held the third session of its Metropolitan Management University for 15 newly promoted managers. The agenda for the day covered effective delegation skills, persuasive communication, and team member engagement.

Sustain Metropolitan's mission with a strengthened business model

Conduct a careful, deliberative and inclusive review of the rate structure to ensure the business model can adapt to changing needs of the member agencies and support sustainable local and imported supplies.

We have initiated interview surveys of board members and member agency managers to get their direct input on customer service, priorities, and future challenges. This input will be summarized and reported at an upcoming board workshop and considered as we advance our resource planning and organizational assessments

Manage rate pressure on member agencies through attention to programmatic costs, organizational efficiencies and efforts to secure external funding for projects with broad and multi-purpose benefits.

Gov. Newsom signed state budget bills authorizing \$130M in earmarks for Metropolitan emergency drought projects (\$50M) and Pure Water Southern California (\$80M). State Water Resources Control Board will release \$80M to Metropolitan for Pure Water within 60 days.

Staff participated in a Bureau of Reclamation webinar on Inflation Reduction Act funding to determine eligibility and guidelines for conservation and infrastructure grants.

Sale of the Sunset Garage was finalized, which will provide \$8.5M in non-rate revenue to Metropolitan.

Adapt to changing climate and water resources

Provide each member agency access to an equivalent level of water supply reliability through necessary adaptive implementation of the IRP findings.

Staff developed water orders for both the State Water Project (SWP) and Colorado River deliveries, which support delivery of Colorado River water into the SWP-dependent area. Staff successfully obtained additional Human Health and Safety supplies to offset a portion of the impact of the Upper Feeder Shutdown.

Following board authorization of a consulting agreement for final design of improvements to the Foothill Pumping Plant, staff has completed a detailed layout of facilities and system descriptions.

Advance the long-term reliability and resilience of the region's water sources through a One Water approach that recognizes the interconnected nature of imported and local supplies, meets both community and ecosystem needs, and adapts to a changing climate.

The Pure Water Southern California project was awarded \$80M from the state to accelerate project design and pursue early delivery components. ESG is working to incorporate sustainability and carbon footprint criteria into at least two capital projects, including Pure Water SC. The South Coast Air Quality Management District issued the operating permit to the demonstration plant, which allows plant influent flows up to its maximum level of 1 MGD that will expand our testing configurations.

SRI and Fleet Services kicked off the ZEV Task Force to develop plans for a shift to zero emission vehicles operated by Metropolitan and to pursue funding to support this transition.

As DWR held three public meetings about the Delta Conveyance draft EIR, Metropolitan shared information with member agencies about the proposal and EIR. The public comment period was extended to December 16.

Protect public health, the regional economy, and Metropolitan's assets

Proactively identify, assess, and reduce potential vulnerabilities to Metropolitan's system, operations, and infrastructure.

Metropolitan successfully completed the shutdown of the Upper Feeder at the Santa Ana River bridge for the emergency repair of a leaking bellows joint. A new 116-inch diameter, 10-ton slip joint was manufactured at the La Verne shops. Staff and the contractor installed the new joint and completed the shutdown nearly two days ahead of schedule. Consumers also stepped up to heed Metropolitan's call for no outdoor watering during the shutdown with water use in the affected areas decreasing by an average of 30 percent, saving over 1.1 billion gallons of limited SWP supplies over a two-week period.

Metropolitan activated its Emergency Operations Center and two field Incident Command Posts in response to the Fairview Fire near Hemet. Fire department helicopters used water from DVL in their wildfire response. Staff were embedded within the Riverside County Fire Command Center allowing regular communication with fire commanders, which helped to ensure the protection and safety of Metropolitan's employees and nearby facilities. Lessons learned from this event will be used to update emergency plans as needed to further enhance Metropolitan's preparedness.

Metropolitan responded with several critical actions to reduce energy load and increase supply for grid reliability during the extreme heat emergency in early September. This included reducing pumping load at Gene and intake pumping plants during peak demand periods, increasing flows on the Rialto Pipeline allowing DWR to peak generate at Devil Canyon, and adjusting pipeline flows to operate Red Mountain hydroelectric plant. Staff's effective response totaled over 58 MW of actions to support California's grid reliability.

The Board authorized a new five-year agreement with Pure Technologies for condition assessment services as part of Metropolitan's PCCP program. Also, as part of the Data Center Modernization Project, staff reached a milestone by completing the migration of production servers and applications to the new primary datacenter.

Apply innovation, technology, and sustainable practices across project lifecycles (design, construction, operations, maintenance, and replacement).

The innovation team evaluated technologies addressing greywater solutions, dashboard analytics, pipe metering systems and floating solar.

Partner with interested parties and the communities we serve

Grow and deepen collaboration and relationships among member agencies, interested parties, and leaders on the issues most important to them and toward mutual and/or regional benefits.

The transfer of website management from a consultant to Metropolitan is complete, with training underway for website-content program leads.

Reach underserved communities and non-traditional interested parties to better understand their needs and ensure their inclusion in decision making.

Staff has convened cross-functional teams to develop workplans to better engage tribal communities in Metropolitan initiatives and better address the needs of underserved communities.

Executive Summary

This executive summary is added to this report to provide a high-level snapshot of a key accomplishment from each area of the organization. Detailed information is reported in the pages following this summary.

Administrative Services

During the month of September, the Professional Services Contracting Team (PSCT) completed a crucial acquisition in support of the Alternative Project Delivery Methods Initiative. Request for Proposal (RFP) No. 1309 – Project Labor Agreement (PLA) Negotiation requires a consultant to provide professional services to assist with the Project Labor Agreement (PLA) administration. The consultant shall report to the Manager of Construction Contracts and provide guidance, support, and direction by monitoring compliance with the PLA. Governor Newsom signed AB 1845, sponsored by Metropolitan, to allow the use of alternative project delivery methods.

Bay-Delta Initiatives

In response to requests to extend the comment period for the public Draft Environmental Impact Report (EIR) for the Delta Conveyance Project, DWR extended it from October 27 to Friday, December 16, 2022. The Draft EIR describes project alternatives, potential environmental impacts, and identifies mitigation measures to help avoid or minimize impacts. The Delta Conveyance Project website ([Delta Conveyance Homepage \(deltaconveyanceproject.com\)](https://deltaconveyanceproject.com)) includes access to the Draft EIR and informational resources on how the public can provide comments.

Chief Financial Officer

Successfully executed the financial closing of the 2022 Series B and 2022 Series C transactions priced late July.

Colorado River

Metropolitan continued to work with other agencies in California to develop a plan to conserve a significant amount of water in Lake Mead from 2023 through 2026.

Diversity, Equity & Inclusion

Even as the Diversity, Equity & Inclusion Office is still being built, members of the DEI Office were out and about driving DEI engagement both at Met as well as in the community. From attending the “One Water Summit” hosted by US Water Alliance to exhibiting at the 11th Annual Veterans and Small Business Summit and engaging with our ERGs, the DEI Office is moving forward with embedding DEI in the fabric of the work of Met.

Engineering Services

Engineering, Water System Operations, Environmental Planning, External Affairs and PCL Construction collaborated to plan and flawlessly execute a shutdown of the Upper Feeder to replace a damaged expansion joint with a new slip joint, which was designed and fabricated by Metropolitan staff. Despite high winds and flash flood warnings in the vicinity of the Santa Ana River work site, which temporarily halted construction, PCL Construction installed the slip joint ahead of schedule and the Upper Feeder was returned to service as planned.

Equal Employment Opportunity Office

The EEO Office is building its resources with the creation and filling of the Chief EEO Investigator position. EEO has worked diligently to address state audit recommendations and is currently ahead of schedule with its submissions. EEO Office staff have engaged with employees on an individual, union and ERG level and will continue to streamline EEO processes and procedures based on best practices and employee feedback.

External Affairs

An extensive media and community outreach effort reached large audiences in Southern California and resulted in significant water conservation by more than four million residents during the shutdown of the Upper Feeder pipeline for emergency repairs.

Human Resources

During this month staff focused on preparing for open enrollment, working on responses to recommendations from the State Audit and continuing negotiations with bargaining units.

Information Technology

Phase II of the Enterprise Data Analytics project is underway. Our consultant, Gartner, will be working with Metropolitan staff to document detailed requirement specifications for the top 25 analytics use cases as defined in Phase I.

Real Property

Valley-Wide Park at the Diamond Valley Lake (DVL) East Recreation Area was used as incident command for the Fairview Fire. The DVL East Marina parking lot was also made available to fire authorities for equipment inspection and repair to enable rapid redeployment of equipment to the front lines.

Security Management

This month, Metropolitan Security Specialists worked jointly with Union Pacific's (UP) Railroad Police and Special Agents to safely and humanely remove an encampment and trespassers located next to the Washington Pressure Control Structure (PCS). The illegal encampment endangered the safety of Metropolitan staff and encroached on critical infrastructure easements from LADWP, Metropolitan, LA County Flood Control, and Union Pacific Railroad.

Sustainability, Resiliency and Innovation

SRI worked closely with WRM on the draft model ordinance provisions addressing non-functional turf and is coordinating Member Agency signatories on the Colorado River Urban Water Efficiency MOU. The team held its regular CAP Working Group and Employee Innovation Council. The CSRIO also presented at the LA Business Council, LA Waterkeeper Event and the One Water Summit in Milwaukee.

Water Resource Management

Conservation activity has increased this summer with nearly a five-fold increase in residential and commercial applications for turf removal compared to last year. In addition, agencies in the SWP dependent area have continued to meet the overall reductions of use of SWP supplies since the Emergency Water Conservation Program began in June. Finally, staff completed water orders for the Colorado River and State Water Project system in preparation for 2023 deliveries.

Water System Operations

The entire western U.S. experienced an extreme heat event in early September. On September 6, a record peak load was hit in California with the state on the verge of instituting rolling blackouts. Metropolitan took several actions to reduce energy load and increase supply to help maintain the state's grid reliability. This included reducing pumping loads at Gene and Intake pumping plants during peak hours, increasing peaking flows on the Rialto Pipeline using Live Oak Reservoir which allowed DWR to increase generation at Devil Canyon Powerplant, and adjusting pipeline flows to allow Red Mountain hydroelectric plant to operate. Staff's innovative operational responses resulted in over 58 MW of actions to support electrical grid reliability during this historic emergency event.

Upcoming Board Items

ANTICIPATED KEY ITEMS OF FOCUS – NOT AN EXHAUSTIVE LIST
SCHEDULE SUBJECT TO CHANGE

| | |
|-----------------|--|
| November | <ul style="list-style-type: none">• Nomination and Election for Board Secretary for two-year term effective January 1, 2023• State Mandated AB 1234 Ethics Training (2-hour training following Board meeting)• Department Head Performance Evaluations• Presentation on Budget Expenditure Trend for FY 2022/23 and Status of New Revenues and Grants• Board Report of the Benefits of Various Project Portfolios for State Water Project Dependent Areas following IRP Testing• Board Workshop on Planning Processes• Water Supply Resiliency Plan Workshop |
| December | <ul style="list-style-type: none">• Inaugural Update on Climate Action Plan Implementation• Oral Briefing on Status of State and Federal Bay-Delta Regulatory Processes• Authorize Colorado River Protection Volume Agreements• Authorize commencement of Pure Water Southern California with State funding• Adopt Legislative Priorities and Principles for 2023• Public Hearing on SB60 |
| January | <ul style="list-style-type: none">• Delta Conveyance Project Follow-up Workshop |
| February | <ul style="list-style-type: none">• Board Report on Portfolio of Recommended Actions for State Water Dependent Areas• Metropolitan Storage Portfolio Workshop |



View of Crops Grown on Tribal Land



Image of water in irrigation canal in the Fort Yuma Indian Reservation



Ed Smith conducting the first 2022 site-inspection

"It is exciting to help Metropolitan expand its partnership with the Quechan Indian Tribe. This 2-Year Pilot will inform any future programs we may have, and so its success is very important to us and to the Tribe."

*Kira Alonzo, Supply Acquisition Team Manager
and Anna Garcia, Assistant Engineer II*

PROGRAM DESCRIPTION

Building on their history of partnership, the Metropolitan Water District of Southern California and the Quechan Tribe of the Fort Yuma Indian Reservation have launched a two-year pilot program to conserve Colorado River water and make it available to Southern California cities, while supporting the Tribe's agricultural economy. Under the voluntary program, Metropolitan will pay interested farmers not to grow crops on a portion of their lands between April and July in 2022 and 2023.

IMPORTANCE TO METROPOLITAN

The conserved water will be made available for urban needs and help California boost record-low water levels in Lake Mead. In the hot summer, farmers typically grow lower-value, water-intensive commodities such as grains and grasses. By fallowing a portion of their land during hotter months, farmers on Quechan tribal land earn financial incentives in exchange for not growing these water-intensive crops.

MEMORABLE MOMENT

Consensus on the final Program Agreement came after several months of collaborative review between many staff throughout Metropolitan and the Quechan Tribe and its Legal Counsel. As a result, the agreement was ready to be executed at the 2021 Colorado River Water Users Association (CRWUA) Conference held at Caesar's Palace in Las Vegas, Nevada at a special signing ceremony. For the first time, Metropolitan staff met Quechan President Jordan Joaquin, Quechan Water Technician Frank Venegas, and the Tribe's Legal Counsel Jay Weiner of Rosette, LLP in person, after solely working together virtually for many months.



Water Resources and Engineering

Water Resource Management



Ensure Access to Sufficient Water Supplies to Operate a Full Colorado River Aqueduct In Times of Drought.

Staff submitted Metropolitan's Colorado River diversion request for 2023 to the U.S. Bureau of Reclamation (Reclamation). The ordering process with Reclamation helps ensure full access to the available Colorado River supplies. This request for about 1,104 thousand acre-feet includes all transfer water and water that becomes available through the Colorado River priority system.

Water Resource Management (WRM) staff attended a three-day meeting of the Colorado River Basin Salinity Control Forum Work Group (Work Group) in Santa Fe, New Mexico. The meeting included an update on the Paradox Valley Unit, a facility designed to remove high salinity flow from the Dolores River (a tributary to the Colorado River) and sequester it below ground via deep well injection. The facility is currently halfway through a six-month test whereby brine is being injected at two-thirds of normal well capacity. So far, the test has been successful—wellhead pressure and seismic activity have been within expected ranges—suggesting that Reclamation may be able to return the well to ongoing service after the test is complete in December.

Implement Regional Conservation Program

Staff continued efforts to promote conservation and to implement Metropolitan's regional conservation program. Reservations for turf removal have risen sharply in recent months. Comparing June through August of 2021 with the same period this year, applications for turf removal have increased fivefold. Staff is monitoring activity and regularly reporting to the Board through the One Water Committee.

Other activities this month include presenting to Eastern Municipal Water District Board on the Flume Household Water Use Study and holding Model Water Efficient Landscape Ordinance (MWELo) classes in Carson and Downey in partnership with the California Landscape Contractors Association. MWELo classes taught planning staff how to review applications and implement the ordinance.

Collaborate with Member Agencies, Water Agencies and Associations, and Provide Leadership for Policy Development, Advocacy, Outreach and Education

Staff continued implementation of the Emergency Water Conservation Program (EWCP) to address severely limited State Water Project (SWP) system water supplies. Since the June 1 start date, the affected member agencies in the SWP-dependent areas continued to show reductions in purchases from Metropolitan compared with historical and projected levels, indicating that consumers are responding to demand-cutting measures. Path One watering day limit compliance requirements remained at one-day-per-week watering restrictions during September. Staff is continuously monitoring and reporting water use performance to the affected member agencies to ensure that SWP water usage stays on track to remain within the available supplies.

During August and September, staff met and coordinated with the SWP-dependent member agencies to estimate total 2023 unmet human health and safety water needs in preparation for Metropolitan's submittal of its 2023 SWP Preliminary Water Delivery Schedule to the California Water Department of Water Resources (DWR) by October 1.

Water Resources and Engineering

(continued)

As requested by DWR, Metropolitan's transmittal included a preliminary delivery schedule for human health and safety demands under a zero percent Table A allocation.

Staff completed the 2022 Annual Local Production Survey, which involved extensive technical collaboration with the member agencies. Local supply survey data are crucial for Metropolitan's regional planning efforts, including estimating retail-level per capita water usage and tracking trends in local supply development.

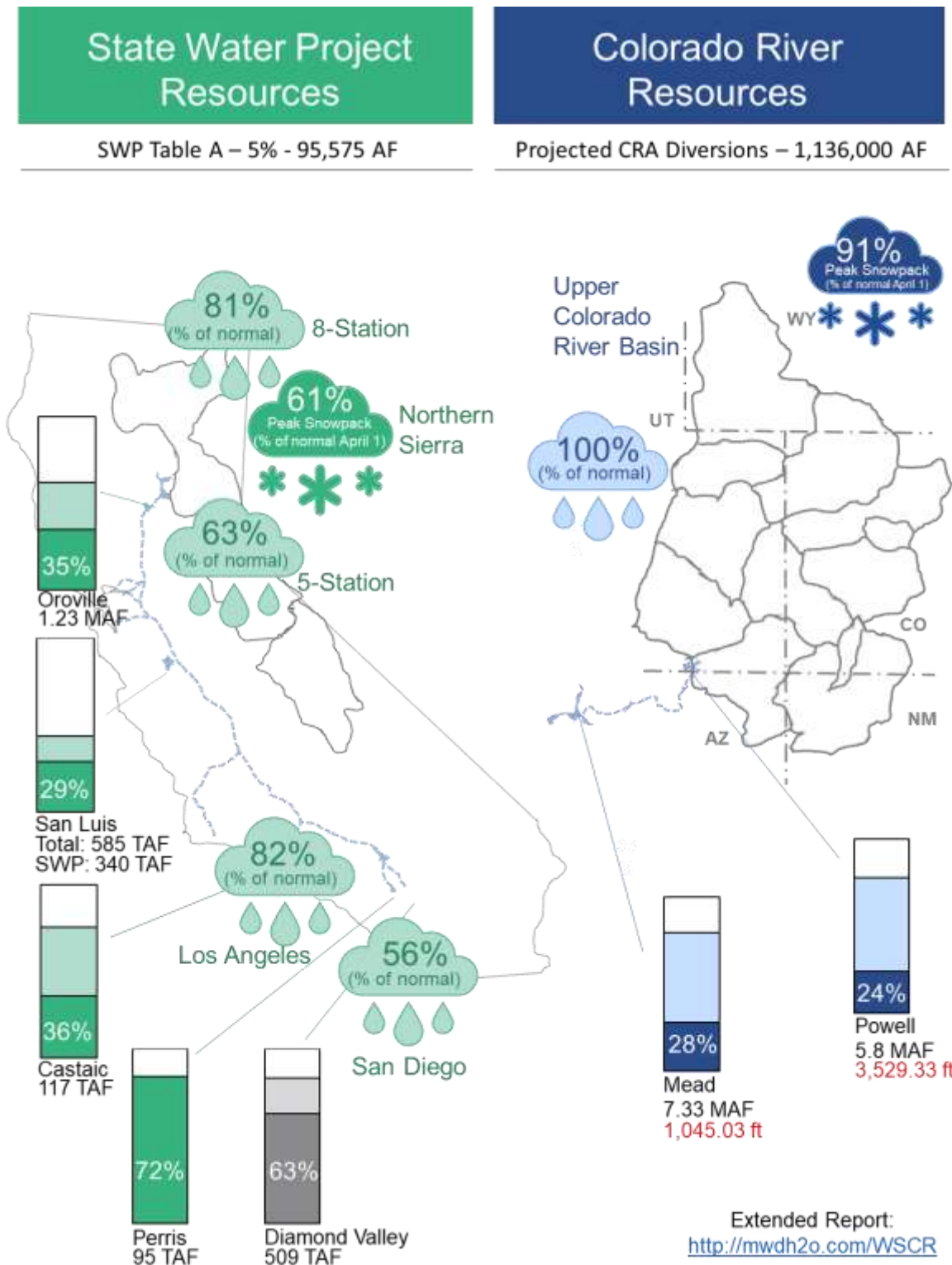
Staff participated in CalDesal committee meetings in October. Key activities included establishing a team to support implementation of the desalination actions cited in the Governor's Water Supply Strategy released in August. CalDesal will hold a board meeting and its annual fall mixer on November 30th during the Association of California Water Agencies' (ACWA) upcoming Fall Conference in Indian Wells. Staff also participated in a board meeting of the Southern California Salinity Coalition (SCSC). The SCSC is holding a Salinity Workshop at Metropolitan on October 26th. Information on the Workshop and a registration link are available on SCSC's website here: <https://www.socalsalinity.org/>

Promote Metropolitan's Technical Capabilities and Innovation Efforts to Advance the Understanding of Water Resources Management

Staff held a Peer-2-Peer technical exchange with the Chicago Department of Water Management on Emergency Planning best practices. The meeting included a discussion on unique tools and innovative approaches each agency has implemented to improve emergency response. The Chicago Department of Water Management serves water to the City of Chicago as well as serving as a wholesale agency to over 100 suburban areas. Staff also met with a provider of floating PV systems for reservoirs. The company, Noria Energy, installed one of California's first floating solar installations in Healdsburg.

Water Resources and Engineering

(continued)



As of September 30, 2022

Bay-Delta Initiatives

Resiliency

Staff continued to participate in the collaborative groups called for in the 2019 Biological Opinions (BiOp) for the State Water Project (SWP) and Central Valley Project, and in the 2020 Incidental Take Permit for long-term operation of the SWP, to address science needs and inform management and operation of the water projects. In September, staff participated in meetings and provided input to develop: (1) a longfin smelt conceptual model to guide research needs, (2) study plans to evaluate the effects of the North Delta Foodweb Subsidy action using Delta smelt cage studies, and (3) priority monitoring needed to estimate juvenile production of steelhead.

Delta Island Activities SB 88 – Water Diversion Measurement Compliance

Since 2016, Metropolitan, along with Reclamation Districts (RD) #756—Bouldin Island, RD #2025—Holland Tract, RD #2026—Webb Tract, and RD #2028—Bacon Island, has been working diligently on installation of up to 88 magnetic flow meters on the most widely used siphons to measure and report diversions consistent with SB 88. During this period, fourteen meters (≈56 percent) have been installed as a part of Phase 4 (installation of 25 total meters).

Metropolitan also started building numerical correlations (case-by-case) between metered diversion to OpenET (evapotranspiration relationship to crop/plant consumptive use). This effort is to evaluate various diversion measurement devices with other data gathering methodologies, including OpenET to determine whether they would meet SB 88 requirements.

Sustainability

Delta Conveyance

The California Department of Water Resources (DWR) released the public Draft Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) for the Delta Conveyance Project (DCP) on July 27, 2022. It describes project alternatives and potential environmental impacts and identifies mitigation measures to help avoid, minimize, or substantially lessen potentially significant impacts. In response to requests to extend the comment period, on September 23, DWR announced that the comment period has been extended from October 27, to Friday, December 16, 2022, giving agencies and the public 143 days to comment.

A Change Sheet for the DCP Draft EIR is now available on the Delta Conveyance Project website ([Read the Document \(deltaconveyanceproject.com\)](https://deltaconveyanceproject.com)). Since the publication of the Draft EIR, formatting and editorial issues have been identified in the Draft EIR. The Change Sheet describes those issues and the changes that will be made in the Final EIR to correct them. In some cases, the issues identified were not easily presented in the Change Sheet, and corrected files have been posted on the DCP Draft EIR website to present the corrected information. None of the identified changes modify the Draft EIR impact analyses or conclusions. The Change Sheet may continue to be updated if other formatting or editorial issues are identified throughout the duration of the public comment period.

DWR conducted the first of three virtual public hearings to receive comments on the DCP Draft EIR on Tuesday, September 13, 2022, from 9:00 a.m. to 11:00 a.m. The second was held on Thursday, September 22, from 12:00 p.m. to 2:00 p.m., and the third on Wednesday, September 28, from 5:30 p.m. to 7:30 p.m.

The U.S. Army Corps of Engineers, as part of its permitting review under the Clean Water Act and Rivers and Harbors Act, is preparing an Environmental Impact Statement (EIS) to comply with the National Environmental Policy Act and is planning to release a draft EIS for public review later this year.

Joint Powers Authorities

During the regularly scheduled Board of Directors Meeting on September 15, the Delta Conveyance Design and Construction Authority (DCA) Board of Directors approved a resolution to extend virtual board and committee meetings pursuant to AB 361. The DCA Board also passed a resolution approving the fourth amendment to the Management Partners Agreement for Executive Director services.

The Delta Conveyance Finance Authority (DCFA) Board of Directors held their regularly scheduled meeting on September 15, and they approved the Investment Policy and delegated authority to the DCFA Treasurer to invest DCFA funds.

Sites Reservoir

At the September 16 joint meeting of the Sites Project Authority Board, they approved the release of the draft Initial Study/Mitigated Negative Declaration pursuant to CEQA to initiate the public review process for activities related to the 2023-2024 Sites Reservoir Test Pits, Fault Studies, and Quarry Studies Project.

Innovation

Science Activities

The State Water Contractors (SWC) held a Science Symposium on September 13, addressing the science related to the water project operations management criteria consisting of the ratio of San Joaquin River inflow to water project exports. This measure has been a key focus in recent processes related to water project operations requirements. Staff helped organize and facilitate the symposium. Scientists presented information on the development of the Inflow:Export ratio regulation and what it adds to the regulatory toolkit; how it is meant to aid juvenile salmon; and data on how inflow and exports impact hydrodynamics and juvenile salmon routing and survival through the South Delta. Studies presented at the symposium found that more San Joaquin River inflow to the Delta has a positive effect on increasing survival of juvenile salmon, while no significant relationship was observed between water project exports and survival. A written summary of the symposium will be available by the end of the year.

Staff attended the annual conference of the Society of Environmental Toxicology and Chemistry, Northern California Chapter, on September 15. The conference program included a presentation on a Metropolitan funded study evaluating the relative risk of toxic contaminants in the Delta. The study is being conducted by Dr Wayne Landis and his team at Western Washington University and is a collaboration with the Delta Science Program, Department of Pesticide Regulation, DWR, and SWC. The results suggest that contaminants are significantly affecting fish species in the Delta. The results of the study will be reported in a final report in June 2023.

Staff continued participating in the Collaborative Science and Adaptive Management Program (CSAMP). In September, staff efforts focused on Phase 2 of the CSAMP Salmon Recovery Initiative. Staff is working with interested parties to gather information on current and planned projects aimed at increasing salmon abundance. These projects will be used to establish a baseline scenario of current conditions to estimate how implementing these projects might increase salmon numbers. Staff is reaching out to project leads on over 200 projects to gather, consolidate, and organize this baseline information. Once a baseline condition is established, various management actions will be evaluated to achieve salmon recovery. The goal of the Salmon Recovery project is to identify broadly supported management strategies that aid salmon recovery.

Colorado River

Work Continues on Colorado River Protection Volume Plan

In June of this year, Bureau of Reclamation (Reclamation) Commissioner Camille Touton called on Colorado River Basin water users to develop a plan to reduce their use by two to four million acre-feet of water in 2023 to address critical reservoir elevations at Lake Powell and Lake Mead. Initially, a deadline to develop the plan in mid-August was given; it was not met, but later Reclamation confirmed that they would continue to work with the Colorado River Basin States to develop actions to significantly reduce water use from 2023 to 2026, and that funds from the Inflation Reduction Act would be available to assist in implementing those actions. The agencies in California determined that they would move forward with a plan to conserve water in California from 2023 through 2026 and have been meeting to determine how much water can be conserved during that period and how much funding from Reclamation would be needed. The specific volumes and actions are being discussed, and staff will inform the Board of the progress of the California conservation plan as it develops. California agencies are also continuing to meet with other states to develop a larger plan. The agencies involved in the discussions to conserve water beginning in 2023 include Metropolitan, Imperial Irrigation District, Coachella Valley Water District, Palo Verde Irrigation District, and agencies in the California Department of Natural Resources, including the Colorado River Board of California.

Engineering

Core Business Function – Execute Capital Investment Plan projects

Engineering Services manages and executes projects within the Capital Investment Plan (CIP) to maintain infrastructure resiliency, ensure regulatory compliance, enhance sustainability, and provide flexibility in system operations to address uncertain water supply conditions.

Distribution System Reliability Program

This program maintains reliable water deliveries through specific repair and rehabilitation projects on Metropolitan's pipelines, reservoirs, and control structures. Recent activities include the following:

- **Garvey Reservoir Erosion Improvements Areas 6, 7, 8, 10, and 11**—This project will install a permanent drainage system and erosion control features to mitigate and control storm runoff from the site. The contractor completed all drainage and erosion improvements, as well as all drainage connections through residents' properties to the city street. Construction was completed in September 2022.
- **Casa Loma Siphon Seismic Upgrades**—This project will mitigate leaks associated with long-term ground subsidence and will improve seismic resilience of the siphon as it crosses the Casa Loma Fault. This project replaces approximately 1,200 feet of the Casa Loma Siphon Barrel No. 1 at a fault crossing, using earthquake resistant ductile iron pipe (ERDIP) and welded steel pipe (WSP). The contractor has installed both ERDIP barrels and the geofoam backfill in the primary fault zone. Construction is approximately 60 percent complete, with final tie-in scheduled in February 2023.
- **Upgrades at Three Sepulveda Feeder Structures**—This project replaces deteriorated electrical components at three Sepulveda Feeder underground structures near the intersection of Rinaldi Street and Hayvenhurst Avenue in the city of Los Angeles. The contractor received notice to proceed in July 2022 and is 1) transmitting submittals for Metropolitan's review and approval, 2) mobilizing equipment, and 3) setting up the laydown area. Construction is 2 percent complete and is scheduled to be completed by July 2023.

Prestressed Concrete Cylinder Pipe (PCCP) Reliability Program

This program was established to enhance the reliability of Metropolitan's water distribution system and to reduce the risk of costly emergency repairs of PCCP. The priority pipelines included in the program are the Second Lower Feeder, Sepulveda Feeder, Calabasas Feeder, Rialto Pipeline, and the Allen-McColloch Pipeline. A total of 100 miles of PCCP pipelines will eventually be relined with new steel pipe liners under this 20-year program. Recent activities include the following:

- **Second Lower Feeder PCCP Rehabilitation**—This project rehabilitates the remaining 28 miles of PCCP segments within the Second Lower Feeder and will enhance delivery reliability to member agencies. Long-term rehabilitation of this pipeline is being staged over a period of 15 to 20 years, with multiple construction and procurement contracts. Metropolitan's Board awarded a construction contract in May 2022 for Reach 3A, and the Notice-To-Proceed was issued in June 2022. The contractor is currently preparing submittals for Metropolitan staff review. Reach 3A is located at the westernmost portion of the feeder, spanning 1.1 miles through the City of Rolling Hills Estates. Final design of the adjacent Reach 3B, a 3.7-mile-long portion of Second Lower Feeder that traverses the cities of Lomita, Los Angeles, and Torrance is complete and is scheduled for board award in December 2022.

- **Second Lower Feeder Isolation Valve Procurement**—This fabrication contract provides 13 conical plug valves for the Second Lower Feeder PCCP rehabilitation. These three 48-inch and ten 54-inch diameter valves that provide primary isolation for maintenance activities, inspections, and repairs required to maintain reliable water deliveries within Metropolitan’s distribution system. Fabrication of these valves is approximately 72 percent complete. All three 48-inch conical plug valves have been delivered. Fabrication of seven 54-inch valves is in progress. Delivery of the first two 54-inch valves, expected in March 2022, has been rescheduled to October 2022, because of delays at the shipping port. Two additional 54-inch valves are scheduled to be delivered in November 2022. The next three 54-inch valves will be delivered between May 2023 and July 2023. Fabrication of three remaining 54-inch valves started in June 2022 and will be completed in early-2024.
- **Sepulveda Feeder PCCP Rehabilitation**—This project rehabilitates 35 miles of PCCP segments within the Sepulveda Feeder and will enhance delivery reliability to member agencies. Long-term rehabilitation of the Sepulveda Feeder will be staged over multiple years with multiple construction and procurement contracts. Final design of Reach 1 and Reach 2 are occurring simultaneously. Final design of Reach 1 is 68 percent complete and Reach 2 is 95 percent complete. Both are scheduled to be complete by February 2023. The Board authorized preliminary design for the northern 20-mile reach of Sepulveda Feeder in the August 2022 meeting. The North Reach project was re-prioritized to support the West Area Water Supply Reliability Improvements.
- **PCCP Rehabilitation Valve Storage Building**—This project constructs an 18,160 square-foot pre-engineered metal building on a reinforced concrete slab at Lake Mathews for valve and equipment storage. The fabrication of the metal building was completed in September 2022. The contractor began construction of the concrete building pad for the new building. Construction is 30 percent complete, and construction is scheduled to finish in September 2023.

Colorado River Aqueduct (CRA) Reliability Program

This program maintains the reliability of Metropolitan’s CRA conveyance system. Recent activities include the following:

- **CRA Storage Buildings at Hinds, Eagle Mountain, and Iron Mountain**—This project furnishes and installs storage buildings at the three sites and constructs associated site improvements at the Hinds, Eagle Mountain, and Iron Mountain Pumping Plants. A workshop was held to optimize the design and reduce contract costs. The project is being modified following this workshop and is scheduled to be readvertised for construction bids in the first quarter of 2023.
- **CRA Overhead Cranes**—This project consists of replacing five overhead bridge cranes and retrofitting the support structures within the pump bays located at all five of Metropolitan’s Colorado River Aqueduct pumping plants. The contractor mobilized at the Gene Pumping Plant in September 2022 and has started the installation of scaffolding and elevated construction platforms. Construction is 7 percent complete and scheduled to be complete by July 2023.
- **Eagle Mountain Utilities**—This project replaces the existing domestic water, wastewater, fire water, and irrigation distribution systems at the Eagle Mountain Pumping Plant. Final design is 60 percent complete and scheduled to be complete by February 2023.
- **Hinds Discharge Valve Platform**—This project rehabilitates maintenance platforms for the discharge valves located below the pumps bays at the Julian Hinds Pumping Plant. Preliminary design is 90 percent complete and is scheduled to be complete by December 2023.



Casa Loma Siphon Seismic Upgrades—Welding 104-Inch Butt Strap on Welded Steel Pipe Wye Branch



Casa Loma Siphon Seismic Upgrades—Thrust Structure No. 1 Concrete Finishing

System Flexibility/Supply Reliability

Projects under this program will enhance the flexibility and/or increase the capacity of Metropolitan's water supply and delivery infrastructure to meet current and projected service demands. Projects under this program address climate change affecting water supply, regional drought, and alternative water sources for areas dependent on State Project Water.

- **Perris Valley Pipeline Interstate 215 Crossing**—This project will complete unfinished portions of the Perris Valley Pipeline by tunneling underneath the I-215 Freeway. Final design is complete and board award of a construction contract is scheduled for December 2022.
- **Foothill Pump Station**—This project is one of four drought-related projects needed to supply water from DVL to Rialto Pipeline. The project will connect an existing San Bernardino Valley Metropolitan pump station with Metropolitan's Inland Feeder. Final design is approximately 20 percent complete and scheduled to be complete by November 2022. Concurrent with the design effort, the project team is also coordinating with SBVMWD on developing a joint operations agreement, real property agreement, and biological survey of the project area.

- **Wadsworth Pumping Plant Bypass**—This project is one of four drought-related projects needed to supply water from DVL to Rialto Pipeline. This project will construct a pipeline connecting the Wadsworth Pumphouse Conduit to the Eastside Pipeline at the Wadsworth Pumping Plant to allow continuous pumping of water from DVL's forebay while filling the forebay from DVL during times of limited State Water Project (SWP) supplies to pipelines and facilities in Metropolitan's Eastern Branch that are dependent on SWP. Final design is complete and board award of a construction is scheduled for December 2022.

Treatment Plant Reliability Program

This program was initiated to maintain reliability and improve the operating efficiency of Metropolitan's water treatment plants through specific improvement projects. Recent activities include the following:

Weymouth Plant

- **Weymouth Basins 5–8 and Filter Building No. 2 Rehabilitation**—This project rehabilitates major mechanical and structural components including the flocculation/sedimentation equipment, sludge pumps, baffle boards and walls, launders, inlet gates, and outlet drop gates. Other improvements included in this contract are seismic upgrades of basin walls and inlet channel, abatement of hazardous materials in the basins, and replacement of filter valves and actuators in Filter Building No. 2. The contractor is procuring critical equipment and materials required for the upcoming half-plant shutdown in December 2022. The updated project baseline schedule is under final review. Construction is 5 percent complete and is scheduled to be completed by May 2025.

Mills Plant

- **Mills Electrical Upgrades, Stage 2**—This project upgrades the electrical system with dual-power feeds to key process equipment to comply with current codes and industry practices; improves plant reliability; and enhances worker safety. Stage 1 construction is complete. Stage 2 improvements will add a second incoming 12 kV service from Riverside Public Utilities (RPU), reconfigure the existing 4160-volt switchgear, and replace the standby generator switchgear and the emergency generator programmable logic controller. The contractor completed the electrical grounding system at RPU's switchyard and is preparing for the ORP switchgear building expansion. Construction is 18 percent complete and is scheduled to be completed by December 2024.

System Reliability Program

The System Reliability Program consists of projects to improve or modify facilities located throughout Metropolitan's service area in order to use new processes and/or technologies and improve facility safety and overall reliability. Recent activities include the following:

- **Headquarters Physical Security Upgrades**—This project implements comprehensive security upgrades for the Metropolitan Headquarters Building. These upgrades are consistent with federally recommended best practices for government buildings. This work has been prioritized and staged to minimize rework and impacts on day-to-day operations within the building. Stage 1 work is complete and provides enhanced security related to perimeter windows and doors. Stage 2 improvements provide security system upgrades inside the building with a focus on the main entry rotunda area, boardroom, executive dining lounge, and security control room. The contractor completed commissioning of security equipment on Floors 2–12 and

equipment installation in the rotunda. Construction of Stage 2 improvements is complete except for the additional exterior door latch-bolt monitoring on the first floor. Stage 3 improvements will provide security system upgrades around the perimeter of the building. Design for Stage 3 improvements is complete and board award of a construction contract is scheduled for November 2022.

- **Headquarters Building Fire Alarm and Smoke Control System Upgrades**—This project upgrades the Metropolitan Headquarters Building fire life safety systems, which includes replacement of the fire detection and alarm system and HVAC system improvements for smoke control. The fire alarm and smoke control systems in the Metropolitan Headquarters Building provide detection, notification, and control of building functions so that occupants and visitors can safely exit in the event of a fire. The contractor completed the fire alarm system upgrades and is currently working on the smoke control upgrades. Construction is 60 percent complete and is scheduled to be complete by September 2023.
- **SCADA System Upgrades**—This project will upgrade Metropolitan's entire control system in incremental stages, spanning the Colorado River Aqueduct, the five water treatment plants, and the conveyance and distribution system. The first stage of this project is to replace the control system at the Mills plant, starting with a pilot effort on one of the plant's remote terminal units. This will demonstrate the proposed technology and the consultant's approach for the plant and the overall project. The pilot project is anticipated to be complete by June 2023. Staff is finalizing the consultant agreement for project execution and performing field investigations for the communication system. The full system upgrade at the Mills plant is anticipated to be complete by January 2026.

Engineering Mentoring Program

- ESG's Mentoring Program celebrated completion of its 10th Year as a formalized program within the group to foster staff development and enhance career progression. In September, the 2022 Mentoring Cohort celebrated its culmination ceremony. Since its inception, the mentoring program has included 227 participants.



Keynote speaker Liji Thomas was our keynote speaker for the 2022 Mentoring Program culmination ceremony with John Bednarski, Mai Hattar, and Mentees/Mentors.

Operations

Water System Operations

Core Business Objectives

Prepare Employees for New Opportunities

The Water System Operations Apprentice and Technical Training Programs develop and train personnel to become qualified mechanics and electricians responsible for maintaining Metropolitan's water treatment and distribution systems. This month, mechanical apprentices completed final exams in machine shop. During machine shop, apprentices learn to operate lathes and mills. This helps teams throughout Metropolitan machine parts for repairs using internal resources.

The Apprenticeship Program continued to engage candidates by providing details about its first internal recruitment. Staff held webinars with AFSCME and Human Resources where candidates were provided an overview of the program, the recruitment process, and assistance with preparation for the written exam. Candidates were also given the opportunity to ask questions to the live panel, which included Apprenticeship Instructors, Program Administration, AFSCME, and Human Resources. The written exam measures reading comprehension, math proficiency, and aptitude for the trades. Candidates must score 70 percent or better to progress in the recruitment.



Apprenticeship Program webinar for internal recruitment candidates

The Technical Training team assisted the Ethics Office with the roll-out of Safety-Related Retaliation Training. Safety is a top priority and employees should feel comfortable and safe while doing their jobs. This mandatory training was provided to employees in response to the State Audit recommendations. Sessions throughout the month were held via webinar and included opportunities for employees to ask questions and make comments anonymously. Training for WSO employees will be completed by October 1.





Safety-Related Retaliation Training webinar

Manage Vacancies

WSO filled four vacant positions in August 2022.

Provide Reliable Water Deliveries

Metropolitan member agency water deliveries were 140,012 acre-feet (AF) for September with an average of 4,667 AF per day, which was 665 AF per day lower than in August. Some of the decreased water demands in September can be attributed to the conservation achieved within the greater Los Angeles County area as a result of the urgent call for conservation during the Upper Feeder shutdown. Treated water deliveries decreased by 14,331 AF from August for a total of 67,869 AF, or 48 percent of total deliveries for the month. The Colorado River Aqueduct (CRA) continued operating at an eight-pump flow with a total of 116,000 AF pumped for the month. State Water Project (SWP) imports averaged 1,485 AF per day, totaling about 44,565 AF for the month which accounted for approximately 32 percent of Metropolitan's deliveries. The target SWP blend remained at zero percent for Diemer and Skinner plants. The Weymouth plant transitioned back to 100 percent Colorado River water on September 19 following the successful completion of the Upper Feeder shutdown.

Manage Water Reserves

Water reserves continued to be managed according to Water Surplus and Drought Management (WSDM) principles, operational objectives, and the current 5 percent State Water Project (SWP) allocation. Deliveries of SWP supplies were minimized to preserve SWP Carryover and Flexible Storage. Releases from DVL through PC-1 to connections on the Lakeview Pipeline, as well as from the DVL to the Mills plant operation, continued in September to conserve SWP supply use in that area. Returns from the Semitropic and Kern Delta SWP Banking Programs also continued in September. Staff resumed Greg Avenue pump operations to minimize SWP supply usage following the successful completion of the Upper Feeder shutdown. In addition, staff continued coordination with member agencies, shifting their deliveries from SWP connections to Colorado River water connections, when possible. Staff continue to develop additional drought mitigation actions to help with the low SWP allocation in 2022.

Support the Pure Water Southern California Program

On September 1, staff and project consultants met with members of the Independent Science Advisory Panel to discuss and finalize pathogen removal calculations for the completed first phase of testing in tertiary MBR configuration. Staff also continued to support pretesting activities at the Pure Water Southern California Demonstration Plant for secondary membrane bioreactor (MBR) operations, treating primary treated wastewater effluent from the Los Angeles County Sanitation Districts' (LACSD) Joint Water Pollution Control Plant in Carson.

The South Coast Air Quality Management District issued an operating permit for the demonstration plant in early September, allowing plant influent flows up to its maximum level of 1 MGD. Following LACSD improvements to the primary effluent supply line to the demonstration plant, staff increased MBR process flows to 0.7 MGD and began bioreactor stabilization to support baseline testing that will start in October. The MBR system continued to achieve greater than the target 80 percent nitrogen removal through the bioreactors.

Staff continued analyzing microbial samples from the demonstration plant influent and MBR filtrate, as well as characterizing MBR filtrate quality for various surrogates. Staff completed corrective and preventative maintenance, including optimization of the reverse osmosis system. Staff also rehabilitated critical plant air system components to improve reliability and programmed additional monitoring and alarm systems.



Staff replacing a pH probe on the UV effluent at the PWSC demonstration plant



Staff discussing upcoming testing plans with LACSD laboratory and research staff at the PWSC demonstration plant

Manage Power Resources and Energy Use in a Sustainable Manner

Given continuing drought conditions, the CRA is expected to maintain eight-pump flow up till the next planned CRA shutdown in February 2023, if feasible. Staff continue to monitor the cost and operational impacts of reduced hydroelectric power generation and increased energy prices in the electricity and natural gas markets, and to monitor the Resource Adequacy (RA) capacity needs of the CRA and obtain supplemental RA as required.

Because of low SWP allocations and system operating conditions, Metropolitan's hydroelectric plants generated an average of about 0.05 megawatts, or 36.1 megawatt-hours and \$2,880 in revenue, for the month of August 2022. Metropolitan's solar facilities, totaling 5.4 megawatts of capacity, generated approximately 1,021 megawatt-hours in August 2022.


Ensure Water Quality Compliance, Worker Safety, and Environmental Protection

Metropolitan complied with all water quality regulations and primary drinking water standards during August 2022.

This month, staff updated, published, and posted two Safety Talks on the IntraMet to inform and promote employee safety during on-the-job activities. Both *Personal Security of Field Employees* and *Working at Isolated Locations* safety talks have been updated with instructions on how to handle situations involving a law enforcement "private person's arrest" form.

MWD Safety Talk

Environmental, Health & Safety Information for Personal Security of Field Employees



Field employees have many safety challenges to contend with and one of the utmost concerns is personal safety. Unexpected violence can occur at any time when visiting right of ways, right neighborhoods, houses or high crime areas. Therefore, if you are unfamiliar with the area, ask your manager, co-workers, or your local Special Agent for security updates. Prepare yourself before the site visit and follow the guidelines below.

Plan Ahead

- Contact the facility-specific Special Agent to obtain security updates before visiting an unfamiliar MWD facility or remote location. The special agent can provide insight into any possible known risks associated with the area.
- If necessary or as requested, the Special Agent can provide you with a satellite monitoring device (known as "Lone Worker") that can help you stay in touch with MWD security while working solo or in a remote area. To check out one of those devices, fill out the 2-Form through the Security page: <http://www.southcoastairquality.com/security.asp>
- Avoid going to unknown or questionable sites alone. Always try to use a buddy system. Before the visit, arrange for check in and check out procedure by calling tel to your manager, Special Agent, local AGC, or other designee. Try to be aware of any "safe houses" while driving to visit destination such as police or fire stations.
- Keep your vehicle gassed up and in good working order in the event of an emergency and if you need to get away quickly.
- Leave all valuables in your office or the trunk of the vehicle. Carry your cellphone with you. Make sure your cell phone is fully charged with a field/car charger before heading to the field site. Be sure to have emergency or important numbers programmed into speed dial numbers into your phone, such as 9-1-1, manager, Special Agent, local AGC, or other designee, so that they can be contacted with the push of a button.
- Look official by wearing proper attire (hard hat, vest, identification badges) so others do not question your intentions. By wearing your PPE, it shows that you are a public utility employee.

To Contact Special Agent on Duty:

Email: SpecialAgent@SouthCoastAirQuality.com


Cell Center: 1-800-555-5911

Turner Smith, Security Manager

Cell: 310-926-7181 or Ext. 76180

MWD Safety Talk

Employee Environmental, Health & Safety Information for Working at Isolated Locations



Personal safety may be a challenge for Metropolitan field personnel who work at isolated locations. Major concerns include, how to handle unexpected encounters with trespassers, trespass encounters, homeless encampments in the area, or trash/biological waste near work locations. Employees working at isolated locations should follow personal safety procedures discussed in this bulletin.

Plan Ahead

- Discuss with your manager, check in/out procedures and emergency procedures when off site.
- Find out as much information about the work location, such as previous encounters, homeless encampments in the area, or trash/biological waste near work locations.
- Avoid traveling alone to isolated areas, if possible.
- Lock valuables in a secured location in the vehicle, preferably out of sight.

Safety When Working in Isolated Areas

- Be alert and aware of what is happening around you. Visually scan the area before entering and close-lock the gates after entry.
- Look for evidence of trespassers such as tents, traps, blankets, clothing, trash or biological waste (excrement, needles, or used clothing) in the work area. Report all encounters to your manager (or follow up as needed).
- Wear appropriate safety shoes and clothing at all times.
- Bring tools or utility gloves. Wear them when opening locks or marking items to gain access to work area.
- After work is completed, lock buildings, storage sheds, containers, dumpsters or gates before leaving the area.
- Lock or turn off exterior power outlets, unless required for operations.
- Keep property free of trash, litter, junk, etc. If no trash receptacle is available, take trash with you. Lock trash or dumpsters as needed.
- Report vandalism, graffiti and other damages to facilities to your manager.
- Inform manager of any problems with security such as exterior lights that are out or very gates that are difficult to lock. This is an important step to keep the area safe for others.

Updated Safety Talks that have been posted to the IntraMet

The South Coast Air Quality Management District (SCAQMD) Hearing Board approved a permit variance that allows the Pleasants Peak emergency generator engine to operate through the end of the year beyond the 200-hour annual limit. The variance's stipulated conditions include monitoring runtimes, recordkeeping, reporting to SCAQMD, and payment of any excess emission fees.

Staff submitted requests for the California Air Resources Board's (CARB) CORE Voucher Program for partial funding for two all-electric mobile power stations. After completing a preliminary review, CARB will review the requests in more detail and may request additional information. Staff is working with the vendor's representative to arrange a demonstration of the 500-kWh mobile power station at Lake Mathews in mid-September.



Mobile power station with front-end loader option

Optimize Maintenance

Major maintenance projects continue even during periods of maximum aqueduct flows. Desert staff replaced a unit's intermediate and pump bearings at Hinds pumping plant. Staff also installed a rebuilt oil cooler and replaced the temperature monitoring equipment for both bearings.



Staff replacing the intermediate bearing on a 12,500hp pump unit at Hinds pumping plant

When the CRA is running at maximum capacity, only one spare pump is available. Maintenance outages are closely coordinated with Desert teams to ensure the outage window is as short as possible while incorporating all necessary maintenance and repair. Spare pump units are removed from service monthly to perform preventative maintenance on the motor, pump and auxiliary systems.



Staff racks out a 6.9kV circuit breaker to safely secure a pump for maintenance

Monsoonal storms brought heavy rains and flash flooding to some desert locations this month causing localized erosion. As a result, a portion of the CRA was exposed. Desert staff were on site the next day to clear the debris and cover the conduit with fill to ensure that the CRA is protected during the next storm.



Storm damage along the CRA

CRA pumps use electrotechnical relays to protect the motor from overcurrent, locked rotor, reverse power, and current differential. These relays are tested and calibrated every two years as part of Metropolitan's preventative maintenance program.



Desert staff calibrating a CRA motor relay

The sodium hypochlorite tanks at Lake Mathews used for quagga mussel control have reached the end of their service life and are being replaced one at a time to minimize any impact to water operations. This month, staff replaced the first tank and are completing mechanical piping connections.



Staff grouting tie-down boxes to secure a chemical tank at Lake Mathews

Staff successfully completed three minor leak repairs on the Upper Feeder in the cities of Ontario and Rancho Cucamonga. Two leaks required excavation and shoring to provide a safe work zone. To perform the leak repairs, staff drilled into the affected areas of the pipe, installed port tubes, and injected hydrophilic material. The hydrophilic material is activated by water, which seals the cracked mortar inside the pipe joint. Staff performed the repairs under reduced flow conditions which did not require a pipeline shutdown.



Staff excavated minor leak site on the Upper Feeder in the city of Rancho Cucamonga



Staff drilling into pipe joints (left) to install injection ports (right) on the Upper Feeder



Staff injecting hydrophilic material into pipe joints on the Upper Feeder

As part of the Upper Feeder leak repair at the Santa Ana River bridge crossing, staff installed a 36-inch diameter access point on the feeder to improve the accessibility for replacement of the expansion joint and for future maintenance. Two leaking mortar joints were also repaired near the Fontana area while the pipeline was out of service.



**Staff welding thimble on the Upper Feeder
at the Santa Ana Bridge crossing**



**Installing shoring to repair minor leak on
Upper Feeder near Fontana area**

Staff installed a new 120-volt DC battery system for the main switchgear at the Skinner plant that reached the end of its service life. These batteries enable circuit breaker control and electrical fault protection for the plant's high-voltage distribution system.



Staff installing new 120-volt DC battery system for the main electrical switchgear at the Skinner plant

Optimize Water Treatment and Distribution

To support the Upper Feeder shutdown in September, the Weymouth plant's source water was temporarily switched to Silverwood Lake. The State Water Project (SWP) target blend entering the Weymouth plant was increased to 100 percent before the shutdown and then decreased to zero percent on September 19 at the end of the shutdown. The SWP target blend entering the Diemer plant and Lake Skinner was zero percent in September.

Flow-weighted running annual averages for total dissolved solids from August 2021 through July 2022 for Metropolitan's treatment plants capable of receiving a blend of supplies from the State Water Project and the Colorado River Aqueduct were 597, 593, and 590 mg/L for the Weymouth, Diemer, and Skinner plants, respectively.

Of Metropolitan's five water treatment plants, the Mills plant is the only one that does not have washwater reclamation facilities. Solids from the sedimentation and filtration processes are sent to cement-lined lagoons. The solids drying time depends on weather and typically takes up to three months to reduce water content to less than 15 percent. To minimize drying time, staff have driven through the solids with a tractor that pushes an aerating device called a Brown Bear. Although this has improved the solids handling process, the device has frequently needed repair, including adding wear and tear on the tractor. The Mills plant recently began using a new disk attachment for the tractor that allows it to travel forward, as opposed to reverse, when using the Brown Bear, which is expected to result in less maintenance and overall improved performance.



Staff using a new disk attachment at the Mills plant to help process residual solids

Staff performed maintenance on the chlorine scrubber system at the Diemer plant. The scrubber is designed to neutralize any chlorine releases to protect staff, the public, and the environment. This work included removing corrosion from the scrubber vessel, performing an interior rinse of the vessel, completing coatings repairs of the interior fiberglass, filling the scrubber with a caustic soda solution, and testing the system.



Chlorine scrubber at the Diemer plant



Containment area rinsed during chlorine scrubber maintenance at the Diemer plant

Staff performed troubleshooting of an intermittent fault at one of 48 filters at the Diemer plant. Intermittent faults are malfunctions of a system that occur at irregular intervals. During high water demands, it is especially critical to have a maximum number of filters available to meet system demands. Proper equipment and skill are required to diagnose intermittent faults and perform the necessary repairs.



Staff troubleshooting an intermittent fault on a filter surface wash valve at the Diemer plant

Improve Emergency Preparedness and Response

Metropolitan activated its Emergency Operations Center (EOC) and two field Incident Command Posts (ICPs) during the Fairview Fire near Hemet. This fire started on September 5 and burned over 23,000 acres by September 14. Fire department helicopters used DVL as a dip site to reload their water tanks to fight the fire. Metropolitan staff were embedded within the Riverside County Fire Command Center, just east of DVL, which helped to maintain regular communication between Metropolitan and fire commanders. The DVL Marina parking lot was also used by the Fire Command Post to inspect and repair firefighting vehicles. An air quality alert was sent to all Metropolitan employees to limit outdoor work to only essential functions in the affected area. Skinner plant staff coordinated with the EOC for situational status and to ensure the safety of operational staff. Periodic updates were provided to employees from the EOC and the General Manager's office. All these actions helped protect Metropolitan staff and operational facilities, while supporting firefighters in their wildfire response. By September 14, rains from Tropical Storm Kay significantly stopped the fire's spread. Lessons learned from this event will be used to update emergency plans as needed for future emergency preparedness.



Fire helicopter using DVL water to fight the Fairview Fire near Hemet



Active flames from the Fairview Fire visible near DVL



Fire vehicle inspection area at DVL Marina parking lot

Staff successfully completed the shutdown of the Upper Feeder at the Santa Ana River bridge crossing. During the shutdown, which began on September 6, staff dewatered the pipeline to allow for the planned emergency repair of a leaking expansion joint. Operations and engineering staff collaborated on the design of a new 116-inch diameter, 10-ton slip-type expansion joint that was manufactured at the La Verne Shops. The replacement piece was manufactured within weeks and demonstrated the importance of Metropolitan's in-house manufacturing capability to ensure the resiliency of our water system. During the shutdown, Metropolitan's contractor, commissioned through a board-approved emergency contract, successfully installed the slip joint. The joint was leak-tested and the

pipeline was put back into service. The Weymouth plant completed its transition from 100-percent SWP supply back to 100-percent Colorado River supply on September 19, which marked the end of the shutdown nearly two days ahead of schedule. Completing this work in record time was truly an impressive achievement with staff overcoming numerous challenges, including an extreme heat emergency during the first week of the shutdown.

While Metropolitan staff and the contractor worked around the clock to complete this emergency repair ahead of schedule, consumers stepped up to heed Metropolitan's call for no outdoor watering during the shutdown for areas within greater Los Angeles County. Demands in the affected areas downstream of the Weymouth plant decreased by an average of 30 percent, helping to stretch limited SWP supplies this year. Overall, conservation and member agency operational actions during the two-week call for no outdoor watering saved over 3,300 acre-feet, or 1.1 billion gallons, of SWP supply. Several media reports covered the shutdown because of its significance to the region. This shutdown was truly a shining example of collaboration of the dedicated and hardworking staff across Metropolitan, our member agencies, numerous cities and retail water agencies, and the public. We are grateful for the broad cooperation and focused efforts by many to complete this repair work safely and successfully, improving Metropolitan's overall water system reliability.



Staff set up a large-volume quagga mussel filtration system to safely dewater the Upper Feeder during the shutdown



Contractor removing failed bellows joint from the Upper Feeder at the Santa Ana River bridge



The La Verne Shops manufactured a new slip joint for the Upper Feeder leak repair



Contractor installing new slip joint for the Upper Feeder at the Santa Ana River bridge

Staff at the Skinner plant provided a plant overview, tour, and training to the Riverside County chemical responders, which included Cal Fire and the Riverside County Environmental Health HAZMAT Response Teams. This provided an opportunity for these chemical responders to learn about the chemicals at the facility, the built-in engineering safety controls, and Metropolitan's emergency preparedness. This visit further builds important relationships with emergency responders that will help in collaboration and response to any future emergency events.



Staff providing a tour to the Riverside County chemical responders at the Skinner Plant



Staff providing an Incident Command Post overview for the Riverside County chemical responders

Protect Source Water Quality

On September 8, staff assessed the source water protection measures implemented at the Cal Fire maintenance staging area for emergency use at the DVL Marina parking lot. Cal Fire inspected and serviced up to 200 vehicles used in containing the Fairview Fire and provided hazardous material liners and other measures to safely contain potential spills and ensure protection of DVL water quality.

On September 12, staff participated in the Clean Colorado River Sustainability Coalition board meeting held in Lake Havasu City, Arizona. Metropolitan is a member of this coalition, composed of key stakeholders in the Lower Colorado River Basin focused on protecting the river's water quality. The coalition elected officers and discussed activities involving Lake Havasu, including an ongoing mapping project, current water quality conditions, and a proposed Environmental Learning Center.

Turbidity levels in Castaic Lake effluent increased significantly starting on September 12 following recent fire and storm events in the watershed. Peak turbidity occurred deep in the lake and close to the outlet tier that serves the Jensen plant. With the low water elevation and naturally occurring taste and odor compounds in the surface water, changing to a shallower tier was not possible. Treatment processes at the Jensen plant were optimized to manage the increased turbidity and additional sampling throughout the elevated turbidity event demonstrated that the plant performed well and met all operational and regulatory compliance standards. The California Department of Water Resources successfully treated Castaic Lake with copper sulfate for taste and odor control on September 14.

Manage the Power System

A 10-day, west-wide heat storm began on August 31 and continued through September 9. This combination of extreme high temperatures and high humidity, long duration, and extent (across the entire western United States) made this very unusual. Several actions were taken in California to respond to this extreme event. The California Independent System Operator (CAISO) set a record peak load on September 6 of over 52,061 MW, exceeding the previous all-time peak demand by 2,000 MW (by comparison, the CAISO's peak demand during the 2020 energy crisis was 47,236 MW) and coming within about 500 MW of instituting rolling blackouts. The California Office of Emergency

Services sent out an Emergency Wireless Notification requesting energy conservation, which resulted in about 2,000 MW of load relief and averted the need for load shedding. The Western Electricity Coordinating Council's Western Interconnection also set an all-time peak demand of 165 Gigawatts (GW), exceeding the old record by 5 GW.

Metropolitan supported the state's efforts by responding with several critical actions to reduce energy load and increase supply for grid reliability. On September 5 through 6, Metropolitan reduced CRA pumping load at Gene and Intake pumping plants by 50 MW during peak demand hours. In addition to increasing grid reliability, this reduction also resulted in significant energy cost savings as prices during these peak hours exceeded \$1,000/MW-hour. Staff increased flows on the Rialto Pipeline into Live Oak Reservoir during peak periods, which allowed DWR to increase generation at Devil Canyon Powerplant by about 4 megawatts. Staff coordinated with San Diego County Water Authority (SDCWA) to adjust pipeline flows and allow Red Mountain hydroelectric plant to operate, adding another 4 megawatts of generation; this also increased treated water deliveries to SDCWA from the Skinner plant, allowing the Carlsbad desalination plant to ramp down during peak load hours. All these efforts highlight the creativity and dedication of Metropolitan staff to respond to this extreme heat event and support California's grid reliability.

Prepare for Future Legislation and Regulation

On August 25, CARB adopted the Advanced Clean Cars II (ACC II) Regulation, which increases emissions standards for new vehicles sold between 2026 and 2035 and mandates the transition to 100 percent sales of new light-duty passenger vehicles and trucks to be zero emission by 2035. The ACC II regulation does not require fleets to transition their existing traditional gasoline and/or diesel vehicles but rather only increases the availability of cleaner engines and zero-emission vehicles available for sale in California.

On August 30, CARB released the 45-day rulemaking draft of the Proposed Advanced Clean Fleets (ACF) Regulations. The main goal of the ACF is to transition medium- to heavy-duty vehicles weighing more than 8,500 pounds away from internal combustion engines to cleaner zero-emission technologies. Beginning in 2024, 50 percent of Metropolitan's new fleet purchases would need to be zero emission and 100 percent in 2027. Staff is drafting a comment letter to CARB over concerns with the purchasing deadlines and exemption process (e.g., infrastructure delay, vehicle unavailability, and daily usage requirements). Comments are due October 17, 2022, and the ACF is set for final adoption in early 2023.

On August 31, the Environmental Protection Agency (EPA) released its proposed revisions to the Risk Management Program (RMP) rule under the Clean Air Act. Metropolitan's chlorine facilities are regulated by the RMP. EPA is seeking to reinstate multiple provisions of the 2017 Obama-era rule that were rescinded by the 2019 Trump-era rule, as well as adding considerations for climate change and environmental justice. Staff is working with AWWA to review the proposed rule. The comment period closes October 31, 2022, and EPA anticipates promulgating the rule in August 2023.

On September 6, the EPA released its proposal to list perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Staff is working with several industry organizations on comment letters seeking an exemption under CERCLA for PFAS from third-party sources that end up in the water storage, transportation, and/or treatment system, and help with disposal options and costs. Comments to EPA are due November 7, 2022.

On September 7, the State Water Resources Control Board (SWRCB) adopted a "Policy Handbook Establishing a Standard Method of Testing and Reporting Microplastics in Drinking Water." Under the program, the SWRCB will issue orders to public water systems or wholesalers or both to monitor microplastics in source waters and treated

drinking water. Seasonal source water sampling will take place over two years beginning fall 2023. By mid-2026, testing will be expanded to treated water. SWRCB anticipates holding a public workshop on microplastics monitoring in late 2022. Staff is developing microplastics monitoring methods for Metropolitan's source and treated waters.

On September 8, the SWRCB adopted a new Construction General Permit (CGP). The CGP requires the development of a Storm Water Pollution Prevention Plan (SWPPP) for construction sites disturbing one or more acres of soil. Effective September 2023, the new CGP provides procedural updates, introduces the need to comply with total maximum daily loads (TMDLs) and passive treatment technology for turbidity control, and revises monitoring and reporting requirements. Staff will ensure that the new CGP requirements are implemented on new projects.

Advance Education and Outreach Initiatives

On September 9, staff provided a tour of the Water Quality Laboratory and media interview following the State Water Resources Control Board's adoption of the Policy Handbook for monitoring microplastics in drinking water. Metropolitan is included in the handbook as a utility potentially selected to monitor for microplastics. Staff are currently adapting existing space at the Water Quality Laboratory in La Verne as a dedicated microplastics testing area.

Support and Engage with Member Agencies on Technical Matters

Metropolitan held a virtual regulatory update workshop with Member Agency Water Quality Managers on September 15, with approximately 85 participants. Key presentations included discussions on federal and state drinking water regulatory developments, PFAS remediation, and new drinking water testing laboratory accreditation requirements.



Member Agency Water Quality Managers Meeting Regulatory Workshop

Monthly Update as of:

9/30/2022

| <u>Reservoir</u> | <u>Current Storage</u> | <u>Percent of Capacity</u> |
|------------------------------------|------------------------|----------------------------|
| <i>Colorado River Basin</i> | | |
| Lake Powell | 5,803,000 | 24% |
| Lake Mead | 7,329,000 | 28% |
| <i>DWR</i> | | |
| Lake Oroville | 1,230,444 | 35% |
| Shasta Lake | 1,515,087 | 33% |
| San Luis Total | 585,114 | 29% |
| San Luis CDWR | 340,447 | 32% |
| Castaic Lake | 116,934 | 36% |
| Silverwood Lake | 67,282 | 90% |
| Lake Perris | 94,875 | 72% |
| <i>MWD</i> | | |
| DVL | 508,942 | 63% |
| Lake Mathews | 105,189 | 58% |
| Lake Skinner | 36,031 | 82% |



Hoover Dam

Information Technology

Project Highlights

Emergency Radio Communications Upgrade

The Emergency Radio Communications Systems Upgrade has been making progress in migrating from the Connect Plus to the Capacity Max variant. New features will be available under Capacity Max to all users, as well as the addition of a greater coverage area to the desert for the operators (using bi-directional amplifiers and distributed antenna system) and locations at Eagle Rock and Sepulveda Canyon. The project recently completed its phase 2 pilot at La Verne, which included staged equipment and successful testing of the Capacity Max Pilot implementation in isolation with 15 subscriber radios.



IT All Hands

The Information Technology Group hosted their IT All Hands meeting to acknowledge staff accomplishments over the last year, as well as to align the group on the strategic vision for the future. This year, the team also used the meeting to celebrate IT Professionals Day, which lands on the third Tuesday of September.



Real Property

Project Highlights

Provide right-of-way planning, valuation, and real property acquisition support services for the protection and reliability of existing infrastructure.

Acquired two 12-month entry permits from Southern California Edison to facilitate a combination of access, parking, storage, and laydown in support of the Etiwanda Pipeline Relining Project in Fontana. Acquired one 24-month temporary easement and three permanent easements from March Joint Powers Authority in support of the Perris Valley Pipeline Project in Riverside County. These easements will collectively provide temporary and permanent access and permanent rights for the pipeline and tunnel structures. Acquired a 24-month sublease agreement from the March Field Air Museum in support of the Perris Valley Pipeline Project in Riverside County. The subleased area will provide a contractor's temporary staging and laydown area.

Partner with academia, current agriculture tenants, and subject matter experts to develop and implement new and progressive farm practices that are in line with Metropolitan's sustainability and water conservation objectives.

Attended an informative webinar presented by Chico State University on Soil Carbon Accrual and Regenerative Agriculture. Chico State University has been recognized as a leading innovator advancing soil science and the sequestration of carbon dioxide through non-disturbance and other regenerative agriculture practices.

Provide right-of-way planning, valuation, and real property acquisition support services for the sustainability and reliability of both imported and regional water supplies, and protection of water rights.

Obtained one-month extensions to 14 entry permits from Southern California Edison in the cities of Bellflower, Downey, Irwindale, Lakewood, Pico Rivera, Whittier, Baldwin Park, Cerritos, City of Industry, Duarte, La Puente, Norwalk, Santa Fe Springs, and South El Monte. The permits allow Metropolitan to conduct observational surveys in support of the environmental planning phase of Pure Water Southern California. These surveys will provide information Metropolitan needs to comply with the California Environmental Quality Act.

Real Property Acquisition, Management, and Revenue Enhancement

In conjunction with our partners in WSO and Security, manage and protect Metropolitan's real property land holdings and permanent easements while ensuring that Metropolitan's core operations are protected.

Worked with City of Rosemead to assign a physical address to Metropolitan fee-owned property Central Basin 36, which was previously unaddressed for emergency response purposes in accordance with a Water System Operations request. The new address allows responders to identify the site on permit documentation and emergency response plans.

Staff coordinated the clean-up of trash dumping at the Tin Mine Road entrance to Eagle Valley and the removal of an encampment in the Mead Valley area along Valverde Tunnel.

Provide valuation, land management, and real property disposition support services for the maximum return or use of Metropolitan-owned land and facilities.

Metropolitan closed escrow on the sale of the Sunset garage property, located adjacent to Metropolitan's former headquarters site, which was used for employee parking and fleet operations. The terms were negotiated in 2017 and included an option to exercise purchase, the termination to a long-running legal dispute and a \$10 million purchase price consisting of a \$1.5 million holdback account to use for environmental remediation. In five years, any unused funds in the holdback account will be released to Metropolitan.



Efficiently maintain and operate assets not related to the treatment and distribution of water.

Urgent repairs were completed to a leaking fire sprinkler pipe located at Metropolitan headquarters. The pipes had corrosion at the flanges indicating the possibility of a greater pipe failure and resultant damage to the printing equipment in Reprographics. The work was performed over a two-day period without affecting operations in Fleet or Reprographics.



District Housing Maintenance and Management.

Ninety-two work orders were in this reporting period. Thirteen of these work orders were Tenant Requested Work Orders for Metropolitan residences. Other work orders included the pre-occupancy work that was done on five Metropolitan residences that were refreshed and prepared for occupancy. These refresh efforts included re-painting, new flooring, appliances, and lighting, as well as a bathroom remodel and new window coverings.



Kitchen Before



Kitchen After



Bathroom Before



Bathroom After

Valley-Wide Park at the Diamond Valley Lake (DVL) East Recreation Area was used as incident command for the Fairview Fire. The DVL East Marina parking lot was also made available to fire authorities for equipment inspection and repair to enable rapid redeployment of equipment to the front lines.



Security

Project Highlights

Security and Emergency Response

This month, Metropolitan Security Specialists worked jointly with Union Pacific's (UP) Railroad Police and Special Agents to safely and humanely remove an encampment and trespassers located next to the Washington Pressure Control Structure (PCS). The illegal encampment endangered the safety of Metropolitan staff and encroached on critical infrastructure easements from LADWP, Metropolitan, LA County Flood Control, and UP Railroad.

Ongoing property crimes and issues in the area that necessitated this intervention included:

- Uncontrolled fires
- Illegal dumping of hazardous materials
- Power and metal thefts
- Vandalism, graffiti, and trespassing into Metropolitan substructures

Trespassers were issued warnings and given relocation resources to contact for housing alternatives. The operation was a success and resulted in better mutual cooperation between Metropolitan Security and other critical infrastructure security partners in the region.



Union Pacific Railroad Police work jointly with Metropolitan Security to safeguard Washington PCS

Employee Readiness for All Hazards and Emergencies

Over the 9/11 weekend, Metropolitan Security Specialists and contract guard forces responded to a no-notice, unplanned microwave outage in the Desert Region that severely affected all landline phones and security cameras at the pumping plants.

In an abundance of caution, Metropolitan Security quickly mobilized a response force to provide additional security support and resources to critical infrastructure along the CRA until a final root-cause determination was made. A mechanical failure was ultimately found to be responsible for the outage. This incident coincidentally occurred concurrently with the Fairview Fire EOC activation, extreme heat warnings, planned SCE power shedding-operations, and the Upper Feeder emergency repairs.

The security response was executed quickly, smoothly, and safely—reinforcing the necessity to have a professional security force that is well-trained, appropriately resourced, and routinely exercised.



Metropolitan Security staff respond to an unplanned microwave outage over 9/11 weekend

Finance and Administration



Finance

Maintain Strong Financial Position

Provide timely and discerning financial analyses, planning, and management to ensure that forecasted revenues are sufficient to meet planned expenses and provide a prudent level of reserves consistent with board policy.

Manage risk to protect Metropolitan's assets against exposure to loss.

The Risk Management Unit completed 39 incident reports communicating instances of Metropolitan property damage, liability, workplace injuries, regulatory visits, and spills.

Risk Management completed 56 risk assessments on contracts, including professional service agreements, construction contracts, entry permits, special events, and film permits.

Business Continuity

Facilitate district-wide planning and training to prepare employees and managers to effectively carry out critical roles and recover mission essential functions thus ensuring continuity of operations and resiliency in the event of a disaster.

Manage the Business Continuity Management Program in accordance with Operating Policy A-06.

- Continued facilitating tabletop exercises and Business Continuity plan updates, with a special focus on cyberattack planning.
- Facilitated the quarterly business continuity steering committee meeting, with good discussion and participation.
- Distributed a MetAlert air quality alert to all employees on behalf of Water System Operations in accordance with regulatory guidelines.
- Participated in planning meetings to develop a Local Hazard Mitigation Plan in accordance with FEMA requirements that would allow Metropolitan to seek grant funding for projects.
- Participated in planning efforts for three upcoming exercises focused on testing response and business continuity for the Diemer and Jensen water treatment plants.

Financial Management

Manage Metropolitan's finances in an ethical and transparent manner and provide consistent, clear, and timely financial reporting. Update Metropolitan's capital financing plans and work with rating agencies and investors to communicate Metropolitan's financial needs, strategies, and capabilities, thus ensuring that Metropolitan has cost effective access to capital markets and the ability to finance ongoing future needs. In addition, actively manage Metropolitan's short-term investment portfolio to meet ongoing liquidity needs and changing economic environments.

Record and report the financial activities of Metropolitan in a timely, accurate, and transparent manner to the Board, executive management, member agencies, and the financial community.

- Water Transactions for August 2022 totaled 139.9 thousand acre-feet (TAF), which was 3.6 TAF higher than the budget of 136.3 TAF and translates to \$131.4 million in revenues for August 2022, which were \$13.4 million lower than budget of \$144.8 million.

- Year-to-date water transactions through August 2022 were 281.9 TAF, which was 15.0 TAF higher than the budget of 266.9 TAF. Year-to-date water revenues through August 2022 were \$265.0 million, which were \$1.1 million lower than the budget of \$266.1 million.
- In August 2022, Accounts Payable processed approximately 3,300 vendor invoices for payment and took advantage of about \$23,600 in discounts.

Manage investor relations to ensure clear communications, accuracy of information, and integrity.

Onboarded a debt analytic tool in our new Investor Relations portal, BondLink, that provides charts of Metropolitan's outstanding debt using the ICE database.

Update capital financing plans and work with rating agencies and investors to communicate financial needs and capabilities, ensure cost-effective access to capital markets, and maintain long-term bond ratings of AA or better.

Successfully executed the financial closing of the 2022 Series B and 2022 Series C transactions priced late July, which was described in detail in last month's August GM Report (July 2022 Activity).

Prudently manage the investment of Metropolitan's funds in accordance with policy guidelines and liquidity considerations.

As of August 31, 2022, Metropolitan's investment portfolio balance was \$1.2 billion; in August 2022, Metropolitan's portfolio managers executed 11 trades.

In August 2022, Treasury staff processed 1,214 disbursements by check, 22 disbursements by Automated Clearing House (ACH), and 115 disbursements by wire transfer. Treasury staff also processed 77 receipts by check, 35 receipts by ACH, and 52 receipts by incoming wires and bank transfers.

In addition, Metropolitan's P-Card program was transferred to the Treasury and Debt Section effective July 1, 2022. In August 2022, 6,218 P-Card transactions, totaling \$1M, were processed. The Finance team closed the books on the program operating under the BofA platform, Metropolitan's previous banking partner for P-Card. As a result of our strategic efforts to address technical and user issues with the P-Card program, our P-Card Administrator and Treasury staff achieved seamless transaction reconciliation, statement uploading to our general ledger accounting system and timely payment to JP Morgan, our current banking partner for P-Card.

Administrative Services

Accomplishments

During the month of September, the Professional Services Contracting Team (PSCT) completed a crucial acquisition in support of the Alternative Project Delivery Methods initiative. **Request for Proposal (RFP) No. 1309—Project Labor Agreement (PLA) Negotiation** requires a consultant to provide professional services to assist with the Project Labor Agreement (PLA) administration. The consultant shall report to the Manager of Construction Contracts and provide guidance, support, and direction by monitoring compliance with the PLA. Governor Newsom signed AB 1845, sponsored by Metropolitan, to allow the use of alternative project delivery methods.

In support of O&M and capital projects, PSCT completed **Request for Qualification (RFQ) No. 1318—Dam Safety Monitoring Instrumentation and Data Management Services** to establish a list of pre-qualified firms. The pre-qualified firms will provide on-call services for dam monitoring instrumentation evaluation and upgrades, automatic data acquisition system (ADAS) design and programming, dam monitoring and surveillance data management and dashboarding, and long-term maintenance for its dam monitoring systems. These services are critical to ensuring Dam safety across Metropolitan's water delivery system.

Human Resources

HR Priorities

Partner with Metropolitan leadership to support learning, development, and adaptive workforce planning initiatives.

In September, 266 Metropolitan employees attended virtually facilitated classes, including Intermediate Excel, Preventing Workplace Bias, Drug & Alcohol Awareness, and Preventing Harassment in the Workplace.

LinkedIn Learning, Metropolitan's online, e-learning content platform, was accessed for such topics Sustainability Strategies, Decision Making, Finding Your Purpose at Work, and Compassionate Directiveness.

Seek diverse, high-quality talent, and establish partnerships to discover additional outreach opportunities that aid in staffing positions.

Recruitment successfully filled 21 positions for the month of September. Recruitment received 42 new staffing requisitions resulting in 195 positions currently in recruitment.

The HR Group Manager continued to work with the board search committee in the recruitment process for the General Auditor position.

HR Core Business: Provide Excellent Human Resources Services

Administer all HR services with efficiency and a focus on customer service excellence, consistency, and flexibility.

Negotiations continue with the Supervisors' Association on a successor MOU. Staff will continue to brief the Organization, Personnel, and Technology (OP&T) Committee on the status of those talks.

The Benefits Unit coordinated the third quarter Deferred Compensation Advisory Committee (DCAC) meeting on August 31, 2022. The DCAC elected to renew its service agreement contract with Empower for an additional five years, extending the new contract until July 31, 2028. This extended service agreement will further reduce participants' fees. The DCAC also elected to revise its lineup of investment options, to deliver better performance for plan participants.

The Benefits Unit coordinated seven webinars hosted by Financial Finesse and Empower Retirement in August and September on Financial Education, Investment Education, and Retirement Planning with 397 participants attending the various sessions.

The Benefits Unit is starting an in-depth communication campaign for the annual Benefits Open Enrollment period, which will run from September 27, 2022, and will conclude on October 17, 2022.

Human Resources partnered with I-sight vendor to design, configure, and test the administration and tracking of grievances and disciplinary actions within the new system.

HR Core Business: Comply with Employment Laws and Regulations

Effectively administer all Human Resources policies, programs, and practices in compliance with applicable federal and state laws and Metropolitan's Administrative Code, Operating Policies, and Memorandum of Understanding.

Human Resources continued efforts to review hiring, promotion, and Employee Relations procedures to address concerns raised in the State Audit report and to ensure that any revisions meet the deadlines outlined in the State Audit Report.

The Benefits Unit is currently administering 2022 COVID-19 Leaves through September 30, 2022. As of mid-September, 406 leaves of absence have been approved for COVID-related reasons.

On September 13, 2022, staff obtained board approval of an annual resolution establishing Metropolitan's medical contributions for Plan Year 2023, ensuring compliance with both CalPERS regulations and bargaining unit MOU provisions. Metropolitan's contributions are based on 100 percent of the highest cost HMO plan, which in the coming year, will be the Anthem Traditional HMO Basic Plan rate, Region 3.

In September, 11 new Workers' Compensation claims were received. Seven employees remain off work because of an industrial injury or illness. This reflects Metropolitan's effort to accommodate injured workers, while enabling them to be productive and on the job.

In addition, staff is collaborating with other Metropolitan stakeholders to implement a new Incident Reporting and Case Management System designed by Ventiv Technology. Staff continues to work closely with our new Workers' Compensation Third Party Administrator, TRISTAR Risk Management, during the transition.

Activities of the Workers' Compensation/Medical Screening Unit are summarized as follows for September:

- Coordinated four Medical medvan visit (DMV, respirator exams, and hearing tests) Hinds, Eagle Mtn., Iron Mtn., and Gene Camp.
- Arranged nine medical evaluations (Pre-employment, DMV, medical surveillance, vanpool program restarted)
- Addressed 35 accommodation issues, referrals, and follow up with Shaw Consulting Group.

| HR Metrics | June 2021 | September 2022 | Prior Month August 2022 |
|----------------------------|-----------|----------------|-------------------------|
| Headcount | | | |
| Regular Employees | 1,881 | 1,777 | 1,770 |
| Temporary Employees | 32 | 32 | 34 |
| Interns | 5 | 2 | 1 |
| Recurrents | 20 | 18 | 18 |
| Annuitants | 16 | 19 | 18 |

Finance and Administration

(continued)

| | September 2022 | August 2022 |
|---|----------------|-------------|
| Number of Recruitments in Progress (Includes Temps and Intern positions) | 195 | 184 |
| Number of New Staffing Requisitions | 42 | 29 |
| | September 2022 | August 2022 |
| Number of Job Audit Requests in Progress | 6 | 5 |
| Number of Completed/Closed Job Audits | 1 | 2 |
| Number of New Job Audit Requests | 1 | 1 |

| Transactions Current Month and Fiscal YTD (includes current month) | | | |
|--|------------------------|-----------------------|-------------------|
| <u>External Hires</u> | <u>FY 21/22 Totals</u> | <u>September 2022</u> | <u>FISCAL YTD</u> |
| Regular Employees | 82 | 16 | 24 |
| Temporary Employees | 36 | 1 | 3 |
| Interns | 4 | 0 | 0 |
| Internal Promotions | 70 | 5 | 13 |
| Management Requested Promotions | 152 | 8 | 21 |
| Retirements/Separations (regular employees) | 127 | 3 | 8 |
| Employee-Requested Transfers | 15 | 2 | 5 |

Departures

| Last | First Name | Classification | Eff Date | Reason | Group |
|---------|------------|----------------------------|----------|-------------------------|-------------------------------|
| Doughty | Timothy | Engineering Tech III | 8/5/2022 | Retirement—Service | ENGINEERING SERVICES GROUP |
| Myers | Robert | Construction Inspector III | 8/5/2022 | Retirement—Service | ENGINEERING SERVICES GROUP |
| Gudino | Gilberto | O&M Tech IV | 8/5/2022 | Resign—Personal Reasons | WATER SYSTEM OPERATIONS GROUP |

Diversity, Equity and Inclusion

Highlights

US Water Alliance “One Water Summit”

Chief DEI Officer Liji Thomas attended the US Water Alliance’s One Water Summit focused on various issues in the water industry, including topics of equity and inclusion. Liji also attended the US Water Prize, hosted during the Summit, and met with various leaders from LA community-based organizations to solicit feedback on how Metropolitan can better engage with the community.

Expanding Career Pathways – IE Works

Metropolitan recently became a signatory to IEWorks, a workforce collaborative of water and wastewater agencies in the Inland Empire focused on developing and implementing cost-effective programs, including apprenticeships, internships, pre-apprenticeships, and career awareness programs that ensure sufficient numbers of qualified candidates who are prepared to meet responsibilities to customers, communities, and the environment.

Supporting Employee Resource Groups (ERGs)/Employee Engagement

DEI recently partnered with VOICE, Metropolitan’s ERG focused on creating a more inclusive environment for people with disabilities, to address concerns with HR regarding the company’s accommodations process. Improvements are in the process of being explored and implemented. In addition, Chief DEI Officer Liji Thomas joined Jonaura Wisdom, Chief EEO Officer, to engage with Hispanic Employees Association (HEA) to clarify the differences between DEI and EEO and discuss other issues of workplace culture and employee engagement. Business Outreach staff exhibited and participated on a panel at the 11th Annual Veterans and Small Business summit on September 27.



External Affairs



External Affairs

Highlights

An extensive media and community outreach effort reached large audiences in Southern California and resulted in significant water conservation by more than four million residents during the shutdown of the Upper Feeder pipeline for emergency repairs.

- Chairwoman Gray, Director Ramos, GM Hagekhalil, and staff participated in a press conference hosted by Burbank Water and Power that received extensive coverage from local media.
- Before and throughout the shutdown, staff worked with member agencies and local officials and fielded hundreds of calls from the public.
- Arranged interviews with Fox 11, KABC-TV 7, KNBC-TV 4, KPCC-FM 89.3's Larry Mantle, Spectrum, KCRW-FM 89.9, KNX-AM 1070, EstrellaTV, KTLA-TV Channel 5, KCAL-TV 9, and Univision.
- An online and social media campaign, which was updated in real-time to provide site-specific information and maps, daily progress reports, photos, and videos of the repair work, generated 80,000 page views to mwdh2o.com and 160,000 impressions on social media. (September 619)



Outreach for the Upper Feeder shutdown included a large portfolio of photographs, videos and social media content to support key messages calling for no outdoor watering and other conservation action during the planned 15-day shutdown.

Chairwoman Gray, Directors Sutley and Jung, GM Hagekhalil and staff met with Representatives Costa (D-Fresno) and Conway (R-Tulare), members of the California Latino Water Coalition and other Central Valley leaders to discuss the importance of ag-urban partnerships to help ensure reliable water supplies. (September 12)



Chairwoman Gray, Directors Sutley and Jung, GM Hagekhalil and staff met with members of the Latino Water Coalition (left) and Rep. Connie Conway (right) during a visit to the Central Valley.

GM Hagekhalil was a panel speaker at the U.S. Water Alliance's One Water Summit, which Metropolitan sponsored. Also attending were Chief DEI Officer Thomas, Chief SRI Officer Crosson, and Special Assistant to the GM Schlageter. (September 13/15)

Chairwoman Gray, Directors De Jesus, Erdman, Lefevre, Dick, and Jung and staff attended, and Metropolitan sponsored the Orange County Water Summit. EO/AGM Upadhyay was a panelist and spoke about the proposed Pure Water on a panel about the importance of developing water supply projects. (September 16)

Directors Hawkins and Record and staff attended the Western Science Center Science Under the Stars event, and Metropolitan hosted an exhibit booth with information on conservation and educational information. (September 17)

Director Glen Peterson, GM Hagekhalil, EO/AGM Upadhyay, Colorado River Resources Manager Hasencamp, and staff attended the Colorado River Symposium in Santa Fe, New Mexico, to meet with federal officials and representatives from basin states to consider new actions to prevent Colorado River reservoirs from falling to critically low elevations that would threaten water deliveries and power production. (September 22-23)

Directors Cordero, Goldberg, and Repenning, GM Hagekhalil, General Counsel Scully, and staff attended the Rancho Los Cerritos Historic Site annual dinner. Metropolitan and Director Cordero were honored at the event. (September 24)

Director Morris attended and Metropolitan sponsored the Coro Crystal Eagle Awards honoring public policy leaders in Southern California. (September 29)

Directors Quinn and Luna, Chief DEI Officer Thomas, and EEO Officer Wisdom attended and Metropolitan sponsored the DIY Girls event, marking 10 years of work to increase girls' interest and success in technology, engineering, and making thorough innovative educational experiences and mentorships. (September 29)

GM Hagekhalil was a panelist at the World Water Tech North America Summit on California Spotlight: Tackling Drought and Water Scarcity, joining leaders from the LA County Sanitation Districts, Orange County Water District, and U.S. EPA to talk about Gov. Newsom's Water Supply Strategy, technology, and the importance of public engagement in decision-making. (September 29)



Director Repenning, GM Hagekhalil, Director Goldberg, and honoree Director Cordero at Rancho Los Cerritos awards event

Legislative Services

Federal

Anticipate vote on continuing resolution keeping government funded at FY 2022 levels until early December. Staff is closely tracking the FY 2023 appropriations process and funding for priority programs that are important to Metropolitan.

GM Hagekhalil and staff, along with representatives from the California Colorado River Board and Imperial Irrigation District, provided a briefing to Congressional staff on Colorado River issues. (September 19)

State

Metropolitan secured passage of two policy bills and significant funding in the budget for Metropolitan priorities as the two-year legislative session ended. The FY 2022-23 budget includes \$80 million for Pure Water Southern

California and \$50 million for drought emergency mitigation projects to improve the flexibility of the distribution system and provide State Water Project-dependent areas access to alternative supplies in future dry years.

The Governor signed AB 1845 by Assembly Member Calderon (D-Whittier), which authorizes Metropolitan to use alternative delivery methods for the design and construction of Pure Water Southern California and emergency drought mitigation projects.

Metropolitan and co-sponsor California Municipal Utilities Association secured passage of SB 230 by Senator Portantino (D-La Canada-Flintridge), which authorizes the State Water Resources Control Board to expand their knowledge of constituents of emerging concern (CEC) in drinking water.

Local

Metropolitan staff provided an update on actions and projects to assist SWP-dependent areas at the Water Crisis and California's Drought workshop sponsored by Assembly Member Bennett (D-Santa Barbara) and Senator Limon (D-Santa Barbara). (September 8)



Chief SRI Officer Crosson spoke on panel at LABC Summit

Metropolitan sponsored and Chief SRI Officer Crosson participated in a water panel at the Los Angeles Business Council Sustainability Summit. (September 8)

Director Sutley and Chief SRI Officer Crosson were featured speakers and Metropolitan sponsored the 2022 Net Zero conference. (September 15)

Chief SRI Officer Crosson attended and Metropolitan sponsored the LA Waterkeepers "Making the Waves" event. (September 24)

In addition to priority outreach initiatives, Metropolitan staff monitored and/or participated in 55 webinars, virtual or in-person meetings, and events this month.

Media and Communications

GM Hagekhalil, who is serving as co-chair of the CUWA Communications Committee, and External Affairs Manager Sims led the committee's first meeting to identify key goals and priorities. (September 2)

Media Activities and Interviews

- Set up interview between Marketplace public radio's Savannah Maher and GM Hagekhalil regarding Colorado River negotiations and the potential consequences of inaction.
- Coordinated interview with Grist Magazine's Jake Bittle and Colorado River Resources Manager Hasencamp about Colorado River discussions and responded to Arizona reporter Tony Davis on the same subject.
- Arranged separate interviews with LA Times columnist Gustavo Arellano and Harpers Magazine reporter Ben Weiss with WRM's Guerrero on water use for lawns and research projects on turf removal.
- Coordinated interview with Yahoo Finance and WRM Conservation Manager McDonnell on turf removal and outdoor water use.
- Arranged interview with Spectrum reporter Parker Collins and Water Quality's Slifko regarding microplastics and state action on monitoring.

- Set up interview between LA Times reporter Hayley Smith and EO/AGM Upadhyay on water supply outlook for coming year.
- Coordinated interview between LA Times reporter Rachel Uranga and WSO's Collins regarding rail strike and potential supply chain impacts on water treatment/deliveries.
- Arranged interview between Capital B News and Chairwoman Gray regarding water justice and solutions in African-American communities.

Creative Design

- Completed design and production for HR Benefits Guide and video; Annual Shutdown Report; CRA and SWP inspection trip books; Pure Water Southern California fact sheets and website.
- Staff presented an overview of the conservation advertising campaign at the ACWA Region 8 meeting. (September 19)
- Produced a video of social media influencer Atiba Jefferson for a conservation advertising campaign.
- Received 250,000 page views on bewaterwise.com site with the This is How We Save Water page as the most visited page.



Social Media

- Garnered 11 million impressions on social media platforms since July for the This is How We Save Water advertising campaign.
- Celebrated employee achievements on social media platforms, including Lupe Tesso's retirement after 53 years of service and a Labor Day salute to Metropolitan employees.



Top performing social posts featured conservation tips and Labor Day salute to MWD employees.

Public Outreach and Member Services

The Director's Inspection Trip program resumed with trips this month to the Colorado River and State Water Project facilities. (September 30)

Pure Water Southern California

- Presentations on the Pure Water Southern California project were made to the WaterReuse Association California Conference (September 12); Southeast Water Coalition (September 15); and the San Gabriel Valley Council of Governments Governing Board. (September 15)
- Facility tours were given to JWPCP Citizens Advisory Committee (September 20); Colorado River Water Users Association Public Affairs Committee (September 21); Sequoyah School (September 23); West Basin Municipal Water District staff. (September 28)
- Pure Water Southern California Member Agency Outreach Working Group meeting. (September 7)
- Meeting and tour of Vulcan facilities with Vulcan Materials staff to discuss potential for recharge and a holding reservoir. (September 29)
- Webinar with Los Angeles Neighborhood Initiative. (September 30)
- Launched scoping website and outreach materials for the EIR scoping phase. (September 30)

Other Activities:

- Met with member agency managers to provide updates on state legislative activity; the Delta Conveyance Project Draft EIR; the emergency water conservation program; Colorado River issues; project portfolios for SWP dependent areas; allocation approaches; and proposed actions for nonfunctional turf. (September 2)
- Participated in a presentation to the Lomita City Council for upcoming work on the Second Lower Feeder Reach 3B project. (September 6)
- Distributed notices to residents and businesses for the OC Feeder and Extension Relining, Etiwanda Pipeline North Relining, and Sepulveda Feeder Interconnection Electrical Upgrades.

California's Recycled Water Staff Person of the Year honor was awarded to WSO Team Manager Lehman, who oversees operations and testing at the Pure Water Southern California demonstration plant. (September 12)

Education and Community Relations

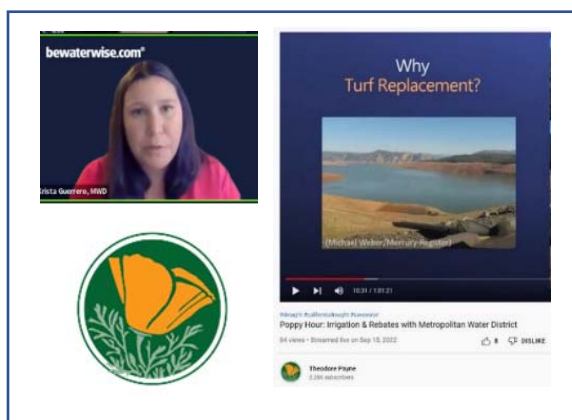
Metropolitan provided a sponsorship for the Cardenas Foundation to help fund STEM education and workforce development activities on water issues for young people in the Northeastern San Fernando Valley.

Metropolitan staff virtually interacted with more than 140 teachers, students, and parents through online tours, scouting programs, and customized ZOOM class presentations.

In partnership with the Municipal Water District of Orange County, staff provided conservation information to a class of Environmental Science students from Chapman University.



MWD's Joyce Lehman was honored at the WaterReuse Conference and acknowledged on social media.



WRM's Guerrero participated in the Theodore Payne Poppy Hour podcast and shared information about turf replacement rebates and ideas for sustainable landscapes.

Metropolitan sponsored and staff participated in the Theodore Payne Foundation Poppy Hour podcast and YouTube broadcast to highlight and answer questions about the district's turf replacement and other rebate programs. (September 15)

Metropolitan sponsored the Orange County Coastkeeper Coastal Cleanup Day event. (September 17)

Staff participated in a meeting of the Ventura County Work-Based Learning Consortium, composed of public agencies, companies, and educational institutions to discuss work-based learning opportunities in the water industry. (September 21)

Sustainability, Resiliency and Innovation



Sustainability, Resiliency, Innovation, and Environmental Planning

SRI Core Activities

Worked closely with WRM to develop model ordinance provisions for member agencies to phase out non-functional turf and coordinated with the Colorado River team on gathering signatories for the Colorado Basin Urban Water Efficiency MOU.

The CSRIO presented at the Los Angeles Business Council's Sustainability Summit on water resilience efforts, spoke at the LA Waterkeeper Women of Water event and participated the Southern California and Climate Action delegations to the One Water Summit in Milwaukee, and participated in exchanges with utilities on greenhouse gas (GHG) reduction strategies. Participated in the ninth annual Net Zero 2022 Conference and Expo to learn from public and private industry presenters on the latest news and best practices in climate change, zero carbon, net zero, sustainability and resilience, and equity.

Participated in the 11th World Water Tech Summit North America held in Torrance, CA. This year's theme focused on tackling Water Scarcity through innovation and collaboration. Panel speakers for this event included MWD GM Hagekhalil and Employee Innovation Council member Michael Thomas.

Attended the Regional Conservation Strategies Symposium hosted by The Nature Conservancy that encourages a voluntary, non-regulatory regional planning process that is intended to result in higher-quality conservation outcomes through the development of long-term conservation priorities including ecosystem services such as carbon sequestration, water conservation, and preservation of agricultural lands.

Innovation

The Innovation team facilitated meetings with Metropolitan staff and four Technology Feedback Forum entrepreneur applicants. The applicants offered technologies addressing greywater solutions, Dashboard Analytics, Pipe Metering Systems, and Floating Solar.

Hosted the monthly Employee Innovation Council. The council discussed the restructuring of meeting agendas, terms of council members, and the inclusion of innovation global trends in personal and workplace use.

Environmental Planning Section

Core Business: Environmental Planning and Regulatory Compliance Support

Engineering Services Group

Etiwanda Pipeline Relining Project

- Initiated environmental construction monitoring activities.

Sustainability, Resiliency and Innovation

(continued)

Pure Water Southern California

- Finalized and released for public review the Notice of Preparation of a Draft Environmental Impact Report and Notice of Public Scoping Meetings (NOP).
- Continued preparation of public scoping materials and presentation in support of scoping meetings to be held during the NOP public review period, which extends from September 30, 2022, to November 14, 2022.

Weymouth Water Treatment Plant and La Verne Site Improvements Program EIR

- Continued collection data in support of development of the project description.

Construction Monitoring

- Provided construction monitoring for the Upper Feeder Santa Ana Bridge Emergency Repairs, Orange County Feeder Relining, Weymouth Basins 5–8 Rehabilitation, and La Verne Shops Upgrades projects.

Sustainability, Resiliency and Innovation Group

Climate Action Plan (CAP) Monitoring and Reporting

- Kicked off the Climate Action Plan (CAP) Implementation Working Group responsible for ensuring that CAP GHG reduction measures are implemented and GHG emissions are accurately reported.
- Continued development of the CAPDash website for tracking and reporting of emissions and emissions reductions.
- Continued preparation of document templates and guidelines for subsequent CEQA review for projects covered under the CAP and for GHG CEQA analysis for new Metropolitan projects relying on the CAP.

Water System Operations Group

- Obtained regulatory permits from the U.S. Army Corps of Engineers, Santa Ana Regional Water Quality Control Board, and California Department of Fish and Wildlife in support of the Upper Feeder Santa Ana River Bridge Emergency Repairs Project.
- Monitored dewatering and construction activities and ensured compliance with permit conditions during the Upper Feeder shutdown and Santa Ana River Bridge Repairs project.
- Conducted site visit to Colorado River Aqueduct/Desert borrow sites with staff from California State Mining and Geology Board and the California Department of Conservation in support of preparation of the draft Reclamation Plan under the Surface Mining and Reclamation Act (SMARA).

Reserve Management

Lake Mathews Multiple Species Reserve

- In coordination with the Reserve Management Committee (RMC), approved the fiscal year 2022/2023 Annual Work Plan and Annual Operating Budget.
- In coordination with the RMC, approved extension of the reserve management agreement with Riverside County Habitat Conservation Agenda through September 2026.
- Performed fence maintenance and repair along Reserve boundaries and conducted security patrols.

Sustainability, Resiliency and Innovation

(continued)

Southwestern Riverside County Multi-Species Reserve

- Concluded brown-headed cowbird trapping for the year; a total of 40 cowbirds were trapped to protect state and federally-listed bird species.
- Coordinated with CalFire during the recent Fairview fire.
- The Alamos Schoolhouse Interpretive Center educated 102 visitors during the past month.

Equal Employment Opportunity



Equal Employment Opportunity

Expanding EEO Office Resources

The EEO Office created a new, high-level position entitled Chief EEO Investigator. This position is responsible for leading and conducting investigations of alleged EEO violations; it ensures that allegations are properly investigated and provides guidance to Principal EEO investigators, support staff, and others about the solution of difficult, complex and/or novel questions related to the application of policies and procedures. It also conducts detailed interviews and collects, obtains, and analyzes electronic, documentary, and anecdotal evidence; it provides follow-up on leads; examines and evaluates records and prepares and reviews detailed investigative reports, and finally, presents complex case information through written and oral communication to a range of audiences.

The EEO Office hired two qualified employees to fill this position; one employee was an internal promotion and the other employee was an external candidate. Both employees started in September and have hit the ground running, conducting EEO investigations.

State Audit Recommendations

EEO Complaint and Investigative Procedures

In record time, the EEO Office created EEO Complaint and Investigative Procedures (EEO Procedures) and obtained feedback from Metropolitan's bargaining units. The EEO Procedures set forth a general overview of the EEO Office's internal complaint and investigation process to promptly receive and/or investigate and resolve a complaint of a violation of the EEO Policies; and to provide a mechanism for identifying, responding to, preventing, and eliminating discrimination, harassment, or retaliation in the workplace. The deadline to submit these procedures to the state auditor is October 20. However, the EEO Office was able to submit the EEO Procedures a month early for a pre-review by the state auditor.

EEO Concurrence Process

The EEO Office works collaboratively with Human Resources and DEI to develop an EEO Concurrence Process to integrate EEO oversight in the recruitment and selection process. The purpose of this process is to ensure that recruitment and selection practices are inclusive and nondiscriminatory and are evaluated according to an individual's knowledge, skills, and abilities as they relate to the requirements of the position(s) to be filled, without regard to any protected characteristic as defined by Metropolitan's EEO policies. Personnel selections will be made in a manner that ensures fair and equitable treatment, and reviewed to ensure that any artificial, non-job-related barriers to employment, transfer, or promotion are eliminated.

Although the EEO Office is primarily responsible for implementing Metropolitan's EEO Program, all officials, managers, and supervisors are responsible for ensuring equal employment opportunity and are prohibited from discriminating against any protected class. All managers, from frontline supervisors to the General Manager and/or Board Chair, bear the responsibility of carrying out Metropolitan's EEO Programs and related policies.

Equal Employment Opportunity

(continued)

EEO Case Management System

The EEO Office contracted with iSight to develop a case management system for EEO complaints. Throughout the month of September, the EEO investigative team worked to develop specific job fields within the system to capture relevant case information. We have collaborated with iSight, HR, and IT for configuration, webform coding and integration, UAT testing, data migration, and validation of the data migrated. The Go Live date for iSight is scheduled for early October.

EEO Office Engagement

The EEO Office, in collaboration with DEI, recently partnered with VOICE, Metropolitan's ERG focused on creating a more inclusive environment for people with disabilities, to address concerns with HR regarding the company's accommodations process. Improvements are in the process of being explored and implemented. In addition, Chief EEO Officer, Jonaure Wisdom, joined Liji Thomas, Chief DEI Officer, to engage with Hispanic Employees Association (HEA) to clarify the differences between DEI and EEO and to discuss other issues of workplace culture and employee engagement. On September 29, Ms. Wisdom represented Metropolitan by attending the 10th Anniversary of the DIY Girls Gala, where Metropolitan served as a Bronze sponsor. DIY Girls offers innovative educational experiences and mentorship relationship programs for girls in 5th through 12th grade, in under-resourced communities, to increase their interest and success in technology and engineering.

HISPANIC
HERITAGE MONTH
2022

Sept. 14

KEYNOTE PANEL DISCUSSION
11:30AM-12:15PM
US.1.T01.CA

MWD's New Diversity, Equity & Inclusion (DEI) Officer **Liji Thomas**, and Equal Employment Opportunity (EEO) Officer **Jonaure Wisdom**.
It's in person & virtual meeting!

To register for ZOOM webinar, [click here](#). After registering, you will receive a confirmation email containing information about joining the webinar.

FOR MORE INFORMATION CONTACT:
Gabry Garcia Tarin X75851, GGarciaTarin@mwdh2o.com
Rick Duarte X77329, rduarte@mwdh2o.com

HISPANIC
EMPLOYEES ASSOCIATION



Metropolitan's Mission is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

700 N. Alameda Street, Los Angeles, CA 90012
General Information (213) 217-6000
www.mwdh2o.com www.bewaterwise.com

General Manager: Adel Hagekhail
Office of the GM (213) 217-6139
OfficeoftheGeneralManager@mwdh2o.com



Matters Received

| <u>Category</u> | <u>Received</u> | <u>Description</u> | <u>Documents Requested</u> |
|---|-----------------|--|---|
| Requests Pursuant to the Public Records Act | 6 | <u>Requestor</u> | |
| | | Costin Public Outreach Group | Solicitations for Public Outreach On-Call Services |
| | | HDR, Inc. | Responses to Request for Proposal for Regional Recycled Water Program – Environmental Planning Support |
| | | Mark Company | MWD Standard Detail Book |
| | | MWD Supervisors Association | State Auditor's recommendations to MWD's EEO Office referenced in the General Manager's September 2022 Monthly Report |
| | | Omega Engineering Consultant | Water and sewer service letters for property being developed in Riverside |
| | | Salt Partners | MWD contract for sodium chloride, including quantity, price, and quality |
| Other | 1 | Notice of Appeal of Bid Protest Determination from Gilman Builders, Inc., appealing MWD's determination letter relating to the project for MWD Headquarters Building Exterior Physical Security Improvements | |

PLEASE NOTE

- ADDITIONS ONLY IN THE FOLLOWING TWO TABLES WILL BE SHOWN IN RED.
- ANY CHANGE TO THE *OUTSIDE COUNSEL AGREEMENTS* TABLE WILL BE SHOWN IN REDLINE FORM (I.E., ADDITIONS, REVISIONS, DELETIONS).



| Bay-Delta and SWP Litigation | |
|--|--|
| Subject | Status |
| <p>Consolidated DCP Revenue Bond Validation Action and CEQA Case</p> <p><i>Sierra Club, et al. v. California Department of Water Resources</i> (CEQA, designated as lead case)</p> <p><i>DWR v. All Persons Interested</i> (Validation)</p> <p>Sacramento County Superior Ct. (Judge Kenneth C. Mennemeier)</p> | <ul style="list-style-type: none"> • Validation Action <ul style="list-style-type: none"> • Metropolitan, Mojave Water Agency, Coachella Valley Water District, and Santa Clarita Valley Water Agency have filed answers in support • Kern County Water Agency, Tulare Lake Basin Water Storage District, Oak Flat Water District, County of Kings, Kern Member Units & Dudley Ridge Water District, and City of Yuba City filed answers in opposition • North Coast Rivers Alliance et al., Howard Jarvis Taxpayers Association, Sierra Club et al., County of Sacramento & Sacramento County Water Agency, CWIN et al., Clarksburg Fire Protection District, Delta Legacy Communities, Inc, and South Delta Water Agency & Central Delta Water Agency have filed answers in opposition • Case ordered consolidated with the DCP Revenue Bond CEQA Case for pre-trial and trial purposes and assigned to Judge Earl for all purposes • DWR's motions for summary judgment re CEQA affirmative defenses granted; cross-motions by opponents denied • August 25, 2022 North Coast Rivers Alliance filed motion for summary judgment on Delta Reform Act and public trust doctrine affirmative defenses; DWR filed motion for summary adjudication of all Delta Reform Act and public trust doctrine affirmative defenses; Metropolitan and other supporting water contractors joined DWR's motion; Howard Jarvis Taxpayers Assn. filed motion for summary adjudication on scope of DWR's complaint re Prop 13 applicability to future taxes that may be adopted to repay bonds • Nov. 18, 2022 Hearing on dispositive motions • Dec. 9, 2022 Case Management Conference • CEQA Case <ul style="list-style-type: none"> • Sierra Club, Center for Biological Diversity, Planning and Conservation League, Restore the Delta, and Friends of Stone |



| | |
|---|--|
| | <p>Lakes National Wildlife Refuge filed a standalone CEQA lawsuit challenging DWR's adoption of the bond resolutions</p> <ul style="list-style-type: none"> • Alleges DWR violated CEQA by adopting bond resolutions before certifying a Final EIR for the Delta Conveyance Project • Cases ordered consolidated for all purposes • DWR's motion for summary judgment granted; Sierra Club's motion denied • Aug. 23, 2022 Sierra Club filed motion for new trial or reconsideration on prior dismissal of its CEQA case and seeking entry of summary judgment in its favor • Nov. 18, 2022 hearing on motion for new trial or reconsideration re CEQA • Dec. 9, 2022 case management conference |
| <p>SWP-CVP 2019 BiOp Cases</p> <p><i>Pacific Coast Fed'n of Fishermen's Ass'ns, et al. v. Raimondo, et al. (PCFFA)</i></p> <p><i>Calif. Natural Resources Agency, et al. v. Raimondo, et al. (CNRA)</i></p> <p>Federal District Court, Eastern Dist. of California, Fresno Division (Judge Thurston)</p> | <ul style="list-style-type: none"> • SWC intervened in both <i>PCFFA</i> and <i>CNRA</i> cases • Briefing on federal defendants' motion to dismiss CNRA's California ESA claim is complete; no hearing date set and may be decided on the papers • Federal defendants circulated administrative records for each of the BiOps • December 18, 2020 PCFFA and CNRA filed motions to complete the administrative records or to consider extra-record evidence in the alternative • Federal defendants reinitiated consultation on Oct 1, 2021 • On Nov. 8, 2021, Federal Defendants and PCFFA plaintiffs stipulated to inclusion of certain records in the Administrative Records and to defer further briefing on the matter until July 1, 2022 • On Nov. 12, 2021, SWC filed a motion to amend its pleading to assert cross-claims against the federal defendants for violations of the ESA, NEPA and WIIN Act; Court has yet to set a hearing date • November 23, 2021, Federal Defendants filed a motion for voluntary remand of the 2019 Biological Opinions and NEPA Record of Decision and requesting that the Court issue an order approving an Interim Operations Plan through |



| | |
|--|---|
| | <p>September 30, 2022; that the cases be stayed for the same time period; and that the Court retain jurisdiction during the pendency of the remand. State Plaintiffs filed a motion for injunctive relief seeking judicial approval of the Interim Operations Plan.</p> <ul style="list-style-type: none"> December 16, 2021 – NGO Plaintiffs filed a motion for preliminary injunction related to interim operations Motions fully briefed as of Jan. 24, 2022 Hearing on motions held Feb. 11, 2022 District court (1) approved the State and Federal Government's Interim Operations Plan (IOP) through September 30, 2022; (2) approved the federal defendants' request for a stay of the litigation through September 30, 2022; (3) remanded the BiOps without invalidating them for reinitiated consultation with the 2019 BiOps in place; (4) denied PCFFA's alternative request for injunctive relief; and (5) by ruling on other grounds, denied the state plaintiffs' motion for injunctive relief and the federal defendants' request for equitable relief September 30, 2022, Federal Defendants and State Plaintiffs filed a joint status report: 1) describing the status of the reinitiated CVP and SWP consultation; 2) recommending a plan for interim CVP and SWP operations to govern for the 2023 water year or some other interval of time, if consultation remains ongoing; and 3) requesting a continued stay or other path forward in the litigation |
| <p>CESA Incidental Take Permit Cases</p> <p>Coordinated Case Name <i>CDWR Water Operations Cases</i>, JCCP 5117 (Coordination Trial Judge Gevercer)</p> <p><i>Metropolitan & Mojave Water Agency v. Calif. Dept. of Fish & Wildlife, et al.</i> (CESA/CEQA/Breach of Contract)</p> <p><i>State Water Contractors & Kern County Water Agency v. Calif. Dept. of Fish & Wildlife, et al.</i> (CESA/CEQA)</p> | <ul style="list-style-type: none"> All 8 cases ordered coordinated in Sacramento County Superior Court Stay on discovery issued until coordination trial judge orders otherwise All four Fresno cases transferred to Sacramento to be heard with the four other coordinated cases SWC and Metropolitan have submitted Public Records Act requests seeking administrative record materials and other relevant information Answers filed in the three cases filed by State Water Contractors, including Metropolitan's |



| | |
|---|---|
| <p><i>Tehama-Colusa Canal Auth., et al. v. Calif. Dept. of Water Resources</i> (CEQA)</p> <p><i>San Bernardino Valley Municipal Water Dist. v. Calif. Dept. of Water Resources, et al.</i> (CEQA/CESA/ Breach of Contract/Takings)</p> <p><i>Sierra Club, et al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust)</p> <p><i>North Coast Rivers Alliance, et al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust)</p> <p><i>Central Delta Water Agency, et. al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust/ Delta Protection Acts/Area of Origin)</p> <p><i>San Francisco Baykeeper, et al. v. Calif. Dept. of Water Resources, et al.</i> (CEQA/CESA)</p> | <ul style="list-style-type: none"> • Draft administrative records produced on Sept. 16, 2021 • Certified administrative records lodged March 4, 2022 • State Water Contractors et al. granted leave to intervene in Sierra Club, North Coast Rivers Alliance, Central Delta Water Agency, and San Francisco Baykeeper cases by stipulation • Sept. 9, 2022 fifth Case Management Conference • Sept. 9, 2022 Court ordered DWR and CDFW to produce privilege logs to the State Water Contractors et al. by Sept. 30, 2022 showing the basis for withholding hundreds of records from the administrative records on the deliberative process and official information privileges, then meet and confer; State Water Contractors et al. may renew their motion to augment if disputes remain • Sept. 29, 2022 State Water Contractors, et al.'s motion to intervene as petitioners in the <i>Tehama-Colusa Canal Auth., et al. v. Calif. Dept. of Water Resources</i> CEQA case denied without prejudice to re-filing a motion to intervene as respondents |
| <p>CDWR Environmental Impact Cases Sacramento Superior Ct. Case No. JCCP 4942, 3d DCA Case No. C091771 (20 Coordinated Cases)</p> <p>Validation Action <i>DWR v. All Persons Interested</i></p> <p>CEQA 17 cases</p> <p>CESA/Incidental Take Permit 2 cases</p> <p>(Judge TBD)</p> | <ul style="list-style-type: none"> • Cases dismissed after DWR rescinded project approval, bond resolutions, decertified the EIR, and CDFW rescinded the CESA incidental take permit • January 10, 2020 – Nine motions for attorneys' fees and costs denied in their entirety • Parties have appealed attorneys' fees and costs rulings • May 11, 2022, court of appeal reversed the trial court's denial of attorney fees and costs in an unpublished opinion • Opinion ordered published • Coordinated cases remitted to trial court for re-hearing of fee motions consistent with the court of appeal's opinion |
| <p>COA Addendum/ No-Harm Agreement</p> <p><i>North Coast Rivers Alliance v. DWR</i> Sacramento County Superior Ct. (Judge Gevercer)</p> | <ul style="list-style-type: none"> • Plaintiffs allege violations of CEQA, Delta Reform Act & public trust doctrine • USBR Statement of Non-Waiver of Sovereign Immunity filed September 2019 • Westlands Water District and North Delta Water Agency granted leave to intervene |



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| | <ul style="list-style-type: none"> Metropolitan & SWC monitoring Deadline to prepare administrative record extended to Nov. 18, 2022 |
| <p>Delta Plan Amendments and Program EIR 4 Consolidated Cases Sacramento County Superior Ct. (Judge Gevercer)</p> <p><i>North Coast Rivers Alliance, et al. v. Delta Stewardship Council</i> (lead case)</p> <p><i>Central Delta Water Agency, et al. v. Delta Stewardship Council</i></p> <p><i>Friends of the River, et al. v. Delta Stewardship Council</i></p> <p><i>California Water Impact Network, et al. v. Delta Stewardship Council</i></p> <p>Delta Stewardship Council Cases One Remaining Case (CEQA claims challenging original 2013 Delta Plan EIR) (Court of Appeal for the Third App. Dist. Case No. C096380)</p> <p><i>North Coast Rivers Alliance, et al. v. Delta Stewardship Council</i></p> | <ul style="list-style-type: none"> Cases challenge, among other things, the Delta Plan Updates recommending dual conveyance as the best means to update the SWP Delta conveyance infrastructure to further the coequal goals Allegations relating to “Delta pool” water rights theory and public trust doctrine raise concerns for SWP and CVP water supplies Cases consolidated for pre-trial and trial under <i>North Coast Rivers Alliance v. Delta Stewardship Council</i> SWC granted leave to intervene Metropolitan supports SWC 2013 and 2018 cases to be heard separately due to peremptory challenge SWC and several individual members, including Metropolitan, SLDMWA and Westlands have dismissed their remaining 2013 CEQA claims but remain intervenor-defendants in the three remaining <i>Delta Stewardship Council Cases</i> <p>2013 Cases</p> <ul style="list-style-type: none"> After a hearing on Feb. 25, 2022 the court ruled against plaintiffs on the merits of their BDCP-related CEQA claims April 22, 2022 court ruled against the remaining CEQA claims and denied the petitions for writs of mandamus Delta Stewardship Council filed memorandum of costs seeking \$362,407.47, mostly for cost to prepare the administrative record SWC and individual water contractors, including Metropolitan, entered a settlement with the Delta Stewardship Council on their share of costs for \$45,435, of which Metropolitan has paid \$6,490.71 <u>Last remaining case, <i>North Coast Rivers Alliance, et al. v. Delta Stewardship Council</i> has been abandoned, ending the 2013 cases</u> <p>2018 Cases</p> <ul style="list-style-type: none"> Hearing on the merits held July 22, 2022 Ruling on the merits <u>pending</u> |



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| <p>SWP Contract Extension Validation Action Court of Appeal for the Third App. Dist. Case No. C096316</p> <p><i>DWR v. All Persons Interested in the Matter, etc.</i></p> | <ul style="list-style-type: none">• DWR seeks a judgment that the Contract Extension amendments to the State Water Contracts are lawful• Metropolitan and 7 other SWCs filed answers in support of validity to become parties• Jan. 5-7, 2022 Hearing on the merits held with CEQA cases, below• Final statement of decision in DWR's favor filed March 9, 2022• Final judgment entered and served• C-WIN et al., County of San Joaquin et al. and North Coast Rivers Alliance et al. filed notices of appeal |
| <p>SWP Contract Extension CEQA Cases Court of Appeal for the Third App. Dist. Case Nos. C096384 & C096304</p> <p><i>North Coast Rivers Alliance, et al. v. DWR</i> <i>Planning & Conservation League, et al. v. DWR</i></p> | <ul style="list-style-type: none">• Petitions for writ of mandate alleging CEQA and Delta Reform Act violations filed on January 8 & 10, 2019• Deemed related to DWR's Contract Extension Validation Action and assigned to Judge Culhane• Administrative Record completed• DWR filed its answers on September 28, 2020• Metropolitan, Kern County Water Agency and Coachella Valley Water District have intervened and filed answers in the two CEQA cases• Final statement of decision in DWR's favor denying the writs of mandate filed March 9, 2022• Final judgments entered and served• North Coast Rivers Alliance et al. and PCL et al. filed notices of appeal• Nov. 1, 2022 Planning & Conservation League's Opening Brief and Appendix Due |



Delta Conveyance Project Soil Exploration Cases

Central Delta Water Agency, et al. v. DWR
Sacramento County Superior Ct.
(Judge Chang)

Central Delta Water Agency, et al. v.. DWR (II),
Sacramento County Super. Ct.
(Judge Acquisto)

- Original case filed August 10, 2020; new case challenging the second addendum to the CEQA document filed Aug. 1, 2022
- Plaintiffs Central Delta Water Agency, South Delta Water Agency and Local Agencies of the North Delta
- One cause of action alleging that DWR's adoption of an Initial Study/Mitigated Negative Declaration (IS/MND) for soil explorations needed for the Delta Conveyance Project violates CEQA
- March 24, 2021 Second Amended Petition filed to add allegation that DWR's addendum re changes in locations and depths of certain borings violates CEQA
- Deadline to prepare the administrative record extended to April 22, 2022
- DWR's petition to add the 2020 CEQA case to the *Department of Water Resources Cases*, JCCP 4594, San Joaquin County Superior Court denied
- Hearing on the merits held Oct.13, 2022
- Ruling on the merits pending

Water Management Tools Contract Amendment

California Water Impact Network et al. v. DWR
Sacramento County Superior Ct.
(Judge Aquisto)

North Coast Rivers Alliance, et al. v. DWR
Sacramento County Super. Ct.
(Judge Aquisto)

- Filed September 28, 2020
- CWIN and Aqualliance allege one cause of action for violation of CEQA
- NCRA et al. allege four causes of action for violations of CEQA, the Delta Reform Act, Public Trust Doctrine and seeking declaratory relief
- Parties have stipulated to production of a draft administrative record by April 1, 2022 and to a timeline to attempt to resolve any disputes over the contents
- SWC motion to intervene in both cases granted



San Diego County Water Authority v. Metropolitan, et al.

| Cases | Date | Status |
|-------------------|------------------|--|
| 2010, 2012 | Aug. 13-14, 2020 | Final judgment and writ issued. Transmitted to the Board on August 17. |
| | Sept. 11 | Metropolitan filed notice of appeal of judgment and writ. |
| | Jan. 13, 2021 | Court issued order finding SDCWA is the prevailing party on the Exchange Agreement, entitled to attorneys' fees and costs under the contract. |
| | Feb. 10 | Court issued order awarding SDCWA statutory costs, granting SDCWA's and denying Metropolitan's related motions. |
| | Feb. 16 | Per SDCWA's request, Metropolitan paid contract damages in 2010-2012 cases judgment and interest. Metropolitan made same payment in Feb. 2019, which SDCWA rejected. |
| | Feb. 25 | Metropolitan filed notice of appeal of Jan. 13 (prevailing party on Exchange Agreement) and Feb. 10 (statutory costs) orders. |
| | Sept. 21 | Court of Appeal issued opinion on Metropolitan's appeal regarding final judgment and writ, holding: (1) the court's 2017 decision invalidating allocation of Water Stewardship Rate costs to transportation in the Exchange Agreement price and wheeling rate applied not only to 2011-2014, but also 2015 forward; (2) no relief is required to cure the judgment's omission of the court's 2017 decision that allocation of State Water Project costs to transportation is lawful; and (3) the writ is proper and applies to 2015 forward. |
| | Mar. 17, 2022 | Court of Appeal unpublished decision affirming orders determining SDCWA is the prevailing party in the Exchange Agreement and statutory costs. |
| | Mar. 21 | Metropolitan paid SDCWA \$14,296,864.99 for attorneys' fees and \$352,247.79 for costs, including interest. |
| | July 27 | Metropolitan paid SDCWA \$411,888.36 for attorneys' fees on appeals of post-remand orders. |
| 2014, 2016 | Aug. 28, 2020 | SDCWA served first amended (2014) and second amended (2016) petitions/complaints. |
| | Sept. 28 | Metropolitan filed demurrers and motions to strike portions of the amended petitions/complaints. |



| Cases | Date | Status |
|---------------------------|----------------|---|
| 2014, 2016 (cont.) | Sept. 28-29 | Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed joinders to the demurrers and motions to strike. |
| | Feb. 16, 2021 | Court issued order denying Metropolitan's demurrers and motions to strike, allowing SDCWA to retain contested allegations in amended petitions/complaints. |
| | March 22 | Metropolitan filed answers to the amended petitions/complaints and cross-complaints against SDCWA for declaratory relief and reformation, in the 2014, 2016 cases. |
| | March 22-23 | Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed answers to the amended petitions/complaints in the 2014, 2016 cases. |
| | April 23 | SDCWA filed answers to Metropolitan's cross-complaints. |
| | Sept. 30 | Based on the Court of Appeal's Sept. 21 opinion (described above), and the Board's Sept. 28 authorization, Metropolitan paid \$35,871,153.70 to SDCWA for 2015-2017 Water Stewardship Rate charges under the Exchange Agreement and statutory interest. |
| 2017 | July 23, 2020 | Dismissal without prejudice entered. |
| 2018 | July 28, 2020 | Parties filed a stipulation and application to designate the case complex and related to the 2010-2017 cases, and to assign the case to Judge Massullo's court. |
| | Nov. 13 | Court ordered case complex and assigned to Judge Massullo's court. |
| | April 21, 2021 | SDCWA filed second amended petition/complaint. |
| | May 25 | Metropolitan filed motion to strike portions of the second amended petition/complaint. |
| | May 25-26 | Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed joinders to the motion to strike. |



| Cases | Date | Status |
|-------------------------|----------------|--|
| 2018 (cont.) | July 19 | Court issued order denying Metropolitan's motion to strike portions of the second amended petition/complaint. |
| | July 29 | Metropolitan filed answer to the second amended petition/complaint and cross-complaint against SDCWA for declaratory relief and reformation. |
| | July 29 | Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed answers to the second amended petition/complaint. |
| | Aug. 31 | SDCWA filed answer to Metropolitan's cross-complaint. |
| | April 11, 2022 | Court entered order of voluntary dismissal of parties' WaterFix claims and cross-claims. |
| 2014, 2016, 2018 | June 11, 2021 | Deposition of non-party witness. |
| | Aug. 25 | Hearing on Metropolitan's motion for further protective order regarding deposition of non-party witness. |
| | Aug. 25 | Court issued order consolidating the 2014, 2016, and 2018 cases for all purposes, including trial. |
| | Aug. 30 | Court issued order granting Metropolitan's motion for a further protective order regarding deposition of non-party witness. |
| | Aug. 31 | SDCWA filed consolidated answer to Metropolitan's cross-complaints in the 2014, 2016, and 2018 cases. |
| | Oct. 27 | Parties submitted to the court a joint stipulation and proposed order staying discovery through Dec. 8 and resetting pre-trial deadlines. |
| | Oct. 29 | Court issued order staying discovery through Dec. 8 and resetting pre-trial deadlines, while the parties discuss the prospect of settling some or all remaining claims and crossclaims. |
| | Jan. 12, 2022 | Case Management Conference. Court ordered a 35-day case stay to allow the parties to focus on settlement negotiations, with weekly written check-ins with the court; and directed the parties to meet and confer regarding discovery and deadlines. |
| | Feb. 22 | Court issued order resetting pre-trial deadlines as proposed by the parties. |
| | Feb. 22 | Metropolitan and SDCWA each filed motions for summary adjudication. |



| Cases | Date | Status |
|---------------------------------|-----------------|--|
| 2014, 2016, 2018 (cont.) | April 13 | Hearing on Metropolitan's and SDCWA's motions for summary adjudication. |
| | April 18 | Parties filed supplemental briefs regarding their respective motions for summary adjudication, as directed by the court. |
| | April 18 | Court issued order resetting pre-trial deadlines as proposed by the parties. |
| | April 29 | Parties filed pre-trial briefs. |
| | April 29 | Metropolitan filed motions in limine. |
| | May 4 | Court issued order granting Metropolitan's motion for summary adjudication on cross-claim for declaratory relief that the conveyance facility owner, Metropolitan, determines fair compensation, including any offsetting benefits; and denying its motion on certain other cross-claims and an affirmative defense. |
| | May 11 | Court issued order granting SDCWA's motion for summary adjudication on cross-claim for declaratory relief in the 2018 case regarding lawfulness of the Water Stewardship Rate's inclusion in the wheeling rate and transportation rates in 2019-2020; certain cross-claims and affirmative defenses on the ground that Metropolitan has a duty to charge no more than fair compensation, which includes reasonable credit for any offsetting benefits, with the court also stating that whether that duty arose and whether Metropolitan breached that duty are issues to be resolved at trial; affirmative defenses that SDCWA's claims are untimely and SDCWA has not satisfied claims presentation requirements; affirmative defense in the 2018 case that SDCWA has not satisfied contract dispute resolution requirements; claim, cross-claims, and affirmative defenses regarding applicability of Proposition 26, finding that Proposition 26 applies to Metropolitan's rates and charges, with the court also stating that whether Metropolitan violated Proposition 26 is a separate issue; and cross-claims and affirmative defenses regarding applicability of Government Code section 54999.7, finding that section 54999.7 applies to Metropolitan's rates. Court denied SDCWA's motion on certain other cross-claims and affirmative defenses. |
| | May 13 | Pre-trial conference; court denied Metropolitan's motions in limine. |
| | May 16 | Court issued order setting post-trial brief deadline and closing arguments. |
| | May 16-27 | Trial occurred but did not conclude. |
| | May 23, June 21 | SDCWA filed motions in limine. |



| Cases | Date | Status |
|---------------------------------|-------------------------------|--|
| 2014, 2016, 2018 (cont.) | May 26, June 24 | Court denied SDCWA's motions in limine. |
| | June 3, June 24, July 1 | Trial continued, concluding on July 1. |
| | June 24 | SDCWA filed motion for partial judgment. |
| | July 15 | Metropolitan filed opposition to motion for partial judgment. |
| | Aug. 19 | Post-trial briefs filed. |
| | Sept. 14 | Court issued order granting in part and denying in part SDCWA's motion for partial judgment (granting motion as to Metropolitan's dispute resolution, waiver, and consent defenses; denying motion as to Metropolitan's reformation cross-claims and mistake of fact and law defenses; and deferring ruling on Metropolitan's cost causation cross-claim). |
| | Sept. 21 | Metropolitan filed response to order granting in part and denying in part SDCWA's motion for partial judgment (requesting deletion of Background section portion relying on pleading allegations). |
| | Sept. 22 | SDCWA filed objection to Metropolitan's response to order granting in part and denying in part SDCWA's motion for partial judgment. |
| | Sept. 27 | Post-trial closing arguments. |
| | <u>Oct. 20</u> | <u>Court issued order that it will rule on SDCWA's motion for partial judgment as to Metropolitan's cost causation cross-claim simultaneously with the trial statement of decision.</u> |
| | Dec. 16 | Parties' proposed trial statements of decision due. |
| All Cases | April 15, 2021 | Case Management Conference on 2010-2018 cases. Court set trial in 2014, 2016, and 2018 cases on May 16-27, 2022. |
| | April 27 | SDCWA served notice of deposition of non-party witness. |
| | May 13-14 | Metropolitan filed motions to quash and for protective order regarding deposition of non-party witness. |
| | June 4 | Ruling on motions to quash and for protective order. |



| Outside Counsel Agreements | | | | |
|------------------------------------|--|---------------|----------------|------------------|
| Firm Name | Matter Name | Agreement No. | Effective Date | Contract Maximum |
| Andrade Gonzalez LLP | MWD v. DWR, CDFW and CDNR Incidental Take Permit (ITP) CESA/CEQA/Contract Litigation | 185894 | 07/20 | \$250,000 |
| Aleshire & Wynder | Oil, Mineral and Gas Leasing | 174613 | 08/18 | \$50,000 |
| Atkinson Andelson Loya Ruud & Romo | Employee Relations | 59302 | 04/04 | \$1,214,517 |
| | MWD v. Collins | 185892 | 06/20 | \$100,000 |
| | Delta Conveyance Project Bond Validation-CEQA Litigation | 185899 | 09/21 | \$100,000 |
| | MWD Drone and Airspace Issues | 193452 | 08/20 | \$50,000 |
| | Equal Employee Opportunity Commission Charge | 200462 | 03/21 | \$20,000 |
| | Public Employment Relations Board Charge No. LA-CE-1441-M | 200467 | 03/21 | \$30,000 |
| | Representation re the Shaw Law Group's Investigations | 200485 | 05/20/21 | \$50,000 |
| | DFEH Charge- (DFEH Number 202102-12621316) | 201882 | 07/01/21 | \$25,000 |
| | AFSCME Local 1902 in Grievance No. 1906G020 (CSU Meal Period) | 201883 | 07/12/21 | \$30,000 |
| | AFSCME Local 1902 v. MWD, PERB Case No. LA-CE-1438-M | 201889 | 09/15/21 | \$20,000 |
| | MWD MOU Negotiations** | 201893 | 10/05/21 | \$100,000 |
| | DFEH Charge- (DFEH Number 202106-13819209) | 203439 | 12/14/21 | \$15,000 |
| | DFEH Charge- (DFEH Number 202109-14694608) | 203460 | 02/22 | \$15,000 |



| Firm Name | Matter Name | Agreement No. | Effective Date | Contract Maximum |
|---|--|---------------|----------------|------------------|
| Best, Best & Krieger | Navajo Nation v. U.S. Department of the Interior, et al. | 54332 | 05/03 | \$185,000 |
| | Bay-Delta Conservation Plan/Delta Conveyance Project (with SWCs) | 170697 | 08/17 | \$500,000 |
| | Environmental Compliance Issues | 185888 | 05/20 | \$100,000 |
| | Public Records Act Requests | 203462 | 04/22 | \$30,000 |
| Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP | FCC and Communications Matters | 110227 | 11/10 | \$100,000 |
| Brown White & Osborn LLP | HR Matter | 203450 | 03/22 | \$50,000 |
| Buchalter, a Professional Corp. | Union Pacific Industry Track Agreement | 193464 | 12/07/20 | \$50,000 |
| Burke, Williams & Sorensen, LLP | Real Property - General | 180192 | 01/19 | \$100,000 |
| | Labor and Employment Matters | 180207 | 04/19 | \$50,000 |
| | General Real Estate Matters | 180209 | 08/19 | \$100,000 |
| Law Office of Alexis S.M. Chiu* | Bond Counsel | 200468 | 07/21 | N/A |
| Cislo & Thomas LLP | Intellectual Property | 170703 | 08/17 | \$75,000 |
| Cummins & White, LLP | Board Advice | 207941 | 05/22 | \$10,000 |
| Curls Bartling P.C.* | Bond Counsel | 174596 | 07/18 | N/A |
| | Bond Counsel | 200470 | 07/21 | N/A |
| Duane Morris LLP | SWRCB Curtailment Process | 138005 | 09/14 | \$615,422 |
| Duncan, Weinberg, Genzer & Pembroke PC | Power Issues | 6255 | 09/95 | \$3,175,000 |
| Ellison, Schneider, Harris & Donlan | Colorado River Issues | 69374 | 09/05 | \$175,000 |
| | Issues re SWRCB | 84457 | 06/07 | \$200,000 |
| <u>Greines, Martin, Stein & Richland LLP</u> | <u>SDCWA v. MWD</u> | <u>207958</u> | <u>10/22</u> | <u>\$100,000</u> |



| Firm Name | Matter Name | Agreement No. | Effective Date | Contract Maximum |
|---|---|---------------|----------------|------------------|
| Haden Law Office | Real Property Matters re Agricultural Land | 180194 | 01/19 | \$50,000 |
| Hanson Bridgett LLP | SDCWA v. MWD | 124103 | 03/12 | \$1,100,000 |
| | Finance Advice | 158024 | 12/16 | \$100,000 |
| | Deferred Compensation/HR | 170706 | 10/17 | \$ 400,000 |
| | Tax Issues | 180200 | 04/19 | \$50,000 |
| Hausman & Sosa, LLP | MOU Hearing Officer Appeal | 201892 | 09/21 | \$95,000 |
| | MOU Hearing Officer Appeal | 207943 | 05/22 | \$25,000 |
| | MOU Hearing Officer Appeal | 207949 | 07/22 | \$25,000 |
| Hawkins Delafield & Wood LLP* | Bond Counsel | 193469 | 07/21 | N/A |
| Horvitz & Levy | SDCWA v. MWD | 124100 | 02/12 | \$900,000 |
| | General Appellate Advice | 146616 | 12/15 | \$100,000 |
| | Colorado River | 203464 | 04/22 | \$100,000 |
| Internet Law Center | Cybersecurity and Privacy Advice and Representation | 200478 | 04/13/21 | \$100,000 |
| | Systems Integrated, LLC v. MWD | 201875 | 05/17/21 | \$65,000 |
| Amira Jackmon, Attorney at Law* | Bond Counsel | 200464 | 07/21 | N/A |
| Jackson Lewis P.C. | Employment: Department of Labor Office of Contract Compliance (OFCCP) | 137992 | 02/14 | \$45,000 |
| Jones Hall, A Professional Law Corporation* | Bond Counsel | 200465 | 07/21 | N/A |
| Kegel, Tobin & Truce | Workers' Compensation | 180206 | 06/19 | \$250,000 |
| Lesnick Prince & Pappas LLP | Topock/PG&E's Bankruptcy | 185859 | 10/19 | \$30,000 |



| Firm Name | Matter Name | Agreement No. | Effective Date | Contract Maximum |
|------------------------------------|--|-------------------|----------------|--|
| Liebert Cassidy Whitmore | Labor and Employment | 158032 | 02/17 | \$201,444 |
| | FLSA Audit | 180199 | 02/19 | \$50,000 |
| Manatt, Phelps & Phillips | SDCWA v. MWD rate litigation | 146627 | 06/16 | \$4,400,000 |
| | Raftelis - Subcontractor of Manatt, Phelps & Phillips Agreement No. 146627: Pursuant to 05/02/22 Engagement Letter between Manatt, Phelps & Phillips and Raftelis Financial Consultants, Inc., Metropolitan Water District paid Raftelis Financial Consultants, Inc. | Invoice No. 23949 | | \$56,376.64 for expert services and reimbursable expenses in SDCWA v. MWD |
| Meyers Nave Riback Silver & Wilson | OCWD v. Northrop Corporation | 118445 | 07/11 | \$2,300,000 |
| Miller Barondess, LLP | SDCWA v. MWD | 138006 | 12/14 | \$600,000 |
| Morgan, Lewis & Bockius | SDCWA v. MWD | 110226 | 07/10 | \$8,750,000 |
| | Project Labor Agreements | 200476 | 04/21 | \$100,000 |
| Musick, Peeler & Garrett LLP | Colorado River Aqueduct Electric Cables Repair/Contractor Claims | 193461 | 11/20 | \$900,000 |
| | Arvin-Edison v. Dow Chemical | 203452 | 01/22 | \$90,000 |
| | <u>Semitropic TCP Litigation</u> | <u>207954</u> | <u>09/22</u> | <u>\$75,000</u> |
| Nixon Peabody LLP* | Bond Counsel | 193473 | 07/21 | N/A |
| Norton Rose Fulbright US LLP* | Bond Counsel | 200466 | 07/21 | N/A |
| Olson Remcho LLP | Government Law | 131968 | 07/14 | \$200,000 |
| | Executive Committee/Ad Hoc Committees Advice | 207947 | 08/22 | \$60,000 |
| | Public Records Act | 207950 | 08/22 | \$20,000 |
| Renne Public Law Group, LLP | ACE v. MWD (PERB Case No. LA-CE-1574-M) | 203466 | 05/22 | \$50,000 |
| | MOU Hearing Officer Appeal | 203948 | 07/22 | \$25,000 |
| Ryan & Associates | Leasing Issues | 43714 | 06/01 | \$200,000 |

Date of Report: November 2, 2022



| Firm Name | Matter Name | Agreement No. | Effective Date | Contract Maximum |
|---------------------------------------|---|-------------------|------------------|------------------------|
| Seyfarth Shaw LLP | HR Litigation | 185863 | 12/19 | \$250,000 |
| | Claim (Contract #201897) | 201897 | 11/04/21 | \$200,000 |
| | Claim (Contract #203436) | 203436 | 11/15/21 | \$350,000 |
| | Claim (Contract #203454) | 203454 | 01/22 | \$160,000 |
| | Claim (Contract #203455) | 203455 | 10/21 | \$175,000 |
| Sheppard Mullin Richter & Hampton LLP | Rivers v. MWD | 207946 | 07/22 | \$100,000 |
| Stradling Yocca Carlson & Rauth* | Bond Counsel | 200471 | 07/21 | N/A |
| Theodora Oringher PC | OHL USA, Inc. v. MWD | 185854 | 09/19 | \$1,100,000 |
| | Construction Contracts - General Conditions Update | 185896 | 07/20 | \$100,000 |
| Thomas Law Group | MWD v. DWR, CDFW, CDNR – Incidental Take Permit (ITP) CESA/CEQA/Contract Litigation | 185891 | 05/20 | \$250,000 |
| | Iron Mountain SMARA (Surface Mining and Reclamation Act) | 203435 | 12/03/21 | \$100,000 |
| Thompson Coburn LLP | FERC Representation re Colorado River Aqueduct Electrical Transmission System | 122465 | 12/11 | \$100,000 |
| | NERC Energy Reliability Standards | 193451 | 08/20 | \$100,000 |
| Van Ness Feldman, LLP | General Litigation | 170704 | 07/18 | \$50,000 |
| | Colorado River MSHCP | 180191 | 01/19 | \$50,000 |
| | Bay-Delta and State Water Project Environmental Compliance | 193457 | 10/15/20 | \$50,000 |
| Western Water and Energy | California Independent System Operator Related Matters | 193463 | 11/20/20 | \$100,000 |

*Expenditures paid by Bond Proceeds/Finance

**Expenditures paid by another group

Date of Report: November 2, 2022



Internal Audit Report for September 2022

Summary

One report was completed:

1. Observations and Recommendations to the General Manager and Audit & Ethics Committee

Observations and Recommendations

Metropolitan is facing unprecedented challenges. After two and a half years, we are still dealing with the effects of the pandemic; it affected the global supply chain and dramatically altered how we work. Climate change has significantly impacted our water resources and increased the cost of sustaining our operations. Over the past year, Metropolitan experienced significant changes to our organizational structure and key personnel; change of this magnitude is fraught with risk and would stress any organization's internal control environment. Successfully navigating these challenges will require us to be focused, flexible, and swift.

Risk Assessment

Effective planning demands a realistic view of risk. Executive management should develop a comprehensive risk assessment incorporating every aspect of our operations. Each risk identified should include an analysis of its likelihood to occur, the exposure or impact it would have should it be realized, and the velocity or speed with which the impact would affect us. Doing so will require the full participation of executive and senior management. The result should represent Metropolitan's shared understanding of the risks we face and the priority we assign to them.

Refining Our Strategic Plan

It is impossible to eliminate all risks, but we can mitigate those that pose the greatest threat. Management should use the Risk Assessment to identify the risks that require mitigation and agree upon the necessary steps. By doing so, we would create a prioritized strategic plan that represents management's shared understanding.

The General Manager should present the Risk Assessment and the Strategic Plan to the Board for discussion and approval.

Budget

Effective budgets should be realistic and fund Metropolitan's priorities. They should also serve as tools to monitor performance and adapt to changing circumstances; this is especially critical in the volatile environment we find ourselves in presently.

Metropolitan employs a two-year budget used primarily to calculate rates. Many senior-level executives and managers have no input in its development; consequently, there is a lack of ownership and accountability.

The District has little or no control over some of its more significant expenditures (e.g., power, chemicals, etc.); climate change and supply chain disruptions created a degree of volatility that didn't exist in the past. For example, higher energy prices, higher pumping demand, and reduced hydroelectric generation substantially increased Metropolitan's payments to the California Independent System Operator (CAISO). Metropolitan pays CAISO weekly. Until January this year, the District had \$1 million on deposit with CASIO as collateral. In February, Metropolitan had to increase that deposit by \$2.8 million. During September, Metropolitan's collateral deposit increased to \$10.8 million, and on September 27, CAISO invoiced the District an additional \$2.4 million.

Our circumstances make it essential to monitor the budget closely and make adjustments as necessary. Management should consider implementing a one-year, "zero-based" budget. Each management team member should be responsible for developing budgets for their areas of responsibility; each should be accountable for their budget. The General Manager should review and approve the entire budget and submit it to the Board for discussion and approval.

Monthly, each executive should receive a report of their expenditures to compare with budgeted amounts; they should report significant variances and explain why they occurred. If necessary, budgets should be revised and approved.

Board Governance

Metropolitan's Administrative Code requires the Board to govern with an emphasis on outward vision, encouragement of diversity in viewpoints, and strategic leadership more than administrative detail. Given the size and diversity of our Board, that task would be challenging under the best circumstances. It is more challenging at Metropolitan because we flood our Board members with difficult-to-digest details. For example, at the September 13 Board meeting alone, members received more than 450 pages of material. This situation makes it difficult, if not impossible, for them to be strategic and focus on the most critical issues.

The Board should consider relying more on monitoring the progress of a well-defined strategic plan and budget and less on the details of day-to-day operations. Such a change will require considerable discussion and debate, perhaps with the assistance of a knowledgeable facilitator.

Board Member Orientation

Metropolitan is immensely complex, and the make-up of our Board has changed dramatically over the past few years. New Board members need time to understand the nature of our mission, our operations, and their responsibility as members to make good decisions; at present, they don't get much help. The District should reestablish a formal orientation program for new members.

Accountability and Performance Management

Accountability is essential to good governance; effective oversight and performance management are meaningless without it. The California State Audit confirmed that Metropolitan does not perform well in this area. A significant contributing factor is our inability or unwillingness to hold employees at all levels accountable for poor performance and bad behavior. One only needs to look at a summary of our performance evaluation process to see the evidence. With more than 1,800 employees, only a handful receive performance ratings less than "Meets Expectations." Metropolitan has a competent and devoted workforce, but it defies logic that so few would at least need to improve.

Management should evaluate the performance rating process. The District should train supervisors to evaluate performance effectively, and management should provide them with their support. The District should incentivize and reward good performers, coach and develop those who require improvement and hold those who do not improve or exhibit inappropriate behavior accountable.



Ethics Office Monthly Report

September 2022

SPECIAL PROJECTS

Collaborated with Equal Employment Opportunity (EEO) Officer to revise ad hoc committee process applicable to EEO investigations involving directors and department heads. Joint proposal will be presented at the October A&E Committee meeting and, if approved, the November Board meeting.

EDUCATION

Conducted three of six live webinars on safety-related retaliation in the workplace. Training is required for all Metropolitan employees and is being coordinated in partnership with Metropolitan's Water System Operations group training staff.

COMPLIANCE

Continued management of the Form 700 annual filing season which began January 1, 2022 and ended April 1, 2022. To date, 676 filings have been received and filed; a filing from one employee is pending. Staff continues efforts to obtain full compliance for Metropolitan.

Assisted employees with Assuming Office and Leaving Office Form 700 filings. Assistance included troubleshooting the electronic filing system and notifications of deadlines.

Monitored the status of past due Assuming Office and Leaving Office Form 700 filings; sent notices to four current employees and two former employees, and obtained compliance from two current employees and one former employee.

ADVICE

Addressed 6 advice matters involving:

conflicts of interest, financial disclosure, political activities, and other ethics-related topics.

INVESTIGATIONS

Received complaints alleging that: 1) Management is allowing a group of employees to improperly enter work hours on their timesheets; 2) An employee submitted false information on work-related documents; 3) An employee is working an outside job during Metropolitan work hours and misusing their authority for private gain; 4) A manager improperly influenced the promotion of a relative; 5) An employee cheated on a work-related examination; 6) A supervisor improperly released confidential information about an employee; 7) A supervisor made inappropriate comments at work; 8) Performance evaluation forms used by Metropolitan are inadequate; and 9) A supervisor retaliated against an employee.

ADVICE AND INVESTIGATIVE DATA

| | |
|------------------------|----|
| Advice Matters | 6 |
| Compliance Assistance | 13 |
| Complaints Received | 9 |
| Investigations Opened | 0 |
| Pending Investigations | 1 |

MINUTES
REGULAR MEETING OF THE
BOARD OF DIRECTORS
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
September 13, 2022

52956 The Board of Directors of The Metropolitan Water District of Southern California met in regular session on Tuesday, September 13, 2022.

Chairwoman Gray called the teleconference meeting to order at 12:34 p.m.

52957 The Meeting was opened with an invocation by Ricardo Duarte, Principal Public Affairs Representative on behalf of Arnold O. Castellanos, Senior Designer, Engineering Services Group/Design Section/Systems Design Unit.

52958 The Pledge of Allegiance was given by Director Fred Jung, City of Fullerton.

Chairwoman acknowledged the Hispanic Employees Association, Metropolitan's Hispanic Heritage month celebrations, and congratulated Arnold O. Castellanos on his retirement.

52959 Board Secretary Abdo administered the roll call. Those responding present were: Directors Abdo, Ackerman, Blois, Camacho, Cordero, De Jesus, Dennstedt, Dick, Erdman, Fellow, Goldberg, Gray, Jung, Kurtz, Lefevre, McCoy, Miller, Morris, Ortega, Peterson, Phan, Pressman, Quinn, Ramos, Record, Smith, Tamaribuchi, and Williams.

Those not responding were: Directors Apodaca, Atwater, Faessel, Fong-Sakai, Petersen, Repenning, and Sutley.

Directors Kassakhian, Hawkins, and Luna entered the meeting after the roll call.

Board Secretary Abdo declared a quorum present.

52960 Chairwoman Gray invited members of the public to address the Board on matters within the Board's jurisdiction (in-person and teleconference).

| | Name | Affiliation | Item |
|----|-------------|---------------------------|--------------------------------|
| 1. | Caty Wagner | Sierra Club of California | Item 7-6 and Outreach Campaign |

Chairwoman Gray addressed the following: Other Matters and Reports.

52961 Chairwoman Gray asked if there were any changes to the report of events attended by Directors at Metropolitan's expense during the month of August as previously posted and distributed to the Board. No amendments were made.

52962 Chairwoman Gray referred to her monthly report, which was previously posted and distributed to the Board.

In addition, Chairwoman Gray announced the candidates for the Palo Verde Irrigation District election. The candidates are incumbent Bart Fisher, Rick Bryce, Debra Strochein Keenan, Nisha Noroian, and Nathan Rovey. There are two open seats for the September 20, 2022 election; provide input to Vice Chair De Jesus.

52963 Regarding matters relating to Metropolitan's operations and activities, General Manager Hagekhalil, reported on the following:

1. Acknowledge Hispanic Heritage Month and the work of the Hispanic Employees Association;
2. Metropolitan's support during the heat wave, reducing energy, and fire conditions near Diamond Valley Lake;
3. Update on the Upper Feeder Shutdown;
4. Upcoming Board and Member Agency interviews; and
5. Update on the upcoming One Water Summit.

52964 General Counsel Scully stated she had nothing to add to her written report.

52965 Deputy General Auditor Andrus stated that Interim Auditor Tonsick is out of the office today and she had nothing to add to General Auditor's written report.

52966 Ethics Officer Salinas reported on the safety-related retaliation training in collaboration with the Water System Operations department.

Director Kassakhian entered the meeting after the roll call.

Chairwoman Gray addressed the Consent Calendar Items for August 2022.

52967 Chairwoman Gray asked Directors if there were any comments or discussions on the approval of the Special Board Meeting held August 9, 2022 and the Adjourned Regular Meeting for August 16, 2022, and due to lack of quorum, the Minutes of the Bay-Delta Committee held January 25, 2022 (Agenda Item 6A). No comments were made.

52968 Adopt resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of Metropolitan's legislative bodies for a period of 30 days (Agenda Item 6B). Chairwoman Gray asked Directors if there were any comments or discussions on the item. No comments were made.

52969 Approval of Committee Assignments (Agenda Item 6C). Adding Director Fong-Sakai as a member of the Diversity, Equity & Inclusion Committee and Director Smith as a member of the Underserved Communities Committee.

Chairwoman Gray addressed the Consent Calendar Items for September 2022.

Director Cordero recused herself on Item 7-10, due to the fact that she has a retirement account with Southern California Edison and owns Southern California Edison stock.

Director Phan recused herself on Items 7-1, 7-2, and 7-9 PCL Construction, Inc, P2S, Inc., and Valley-Wide Recreation and Park District are clients of her employer Rutan & Tucker, LLP.

Chairwoman Gray called on the Committee Chairs to give a report on Consent Calendar Action Items as discussed at their Committees.

52970 Determine that there is a need to continue the emergency action of executing a no-bid contract for construction of pipe joint repairs on the Upper Feeder (requires four-fifths vote of the Board), as set forth in Agenda Item 7-1 board letter.

52971 Authorize an increase of \$1,200,000 to an existing agreement with IBI Group, for a new not-to-exceed amount of \$1,830,000 for design services to upgrade the Weymouth Administration Building; authorize an agreement with Fugro for a not-to-exceed amount of \$450,000 to provide geotechnical engineering services for structural strengthening of the Weymouth Administration Building, as set forth in Agenda Item 7-2 board letter.

52972 Award a \$287,824 contract to Bishop, Inc. for replacement of the maintenance building roof at the Mills plant, as set forth in Agenda Item 7-3 board letter.

52973 Authorize a \$690,000 increase to an existing agreement with Carollo Engineers, Inc. for a new not-to-exceed amount of \$990,000 to perform owner's advisor services for the Sepulveda Feeder Pump Stations, as set forth in Agenda Item 7-4 board letter.

52974 Authorize an agreement with Calpine Energy Solutions, LLC for the sale of renewable energy from the Phase I-II hydroelectric power plants, as set forth in Agenda Item 7-5 board letter.

52975 Defer action on Agenda Item 7-6 revision and restatement of the Bay-Delta Policies until next month.

52976 Adopt a resolution designating Metropolitan's maximum contribution for medical benefits in order to comply with the current authorized Memoranda of Understanding, as set forth in Agenda Item 7-7.

52977 Approve recommended amendments to the Administrative Code, as set forth in Agenda Item 7-8.

52978 Authorize granting a new ten-year license agreement to Valley-Wide Recreation and Park District for the continued operation of a trail on Metropolitan fee-owned property, as set forth in Agenda Item 7-9.

52979 Authorize the granting of a permanent easement for electrical equipment to Southern California Edison, as set forth in Agenda Item 7-10.

52980 Authorize an increase of \$8.5 million to an agreement with Roesling Nakamura Terada Architects for a new not-to exceed amount of \$13.5 million for final design and architectural support services for the housing and property improvements at Metropolitan's desert facilities, as set forth in Agenda Item 7-11.

52981 Authorize an increase in the maximum amount payable under contract with Meyers Nave by \$190,000 to an amount not to exceed \$439,000 to assist and advise the Chief EEO Officer with additional new core personnel policies and procedures, including Operating Policies H-04 (Abusive Conduct and Workplace Violence), Investigation Procedures and Discipline Procedures per State Audit recommendations and deadlines in October 2022. In addition, Meyers Nave will provide ongoing assistance and advice to the Chief EEO Officer regarding compliance investigations, the transition of outside investigations from the Legal Department to the EEO Office, building and staffing the EEO Office, and related issues, as set forth in Agenda Item 7-12.

Chairwoman Gray called for a vote to approve the Consent Calendar Items 6A, 6B, 6C, and 7-1 through 7-12 **(M.I. 52967 through 52981)**.

Directors Luna entered the meeting after the roll call.

Director Dick moved, seconded by Director Peterson that the Board approve the Consent Calendar Items 6A, 6B, 6C, and 7-1 through 7-12 as follows:

Directors Hawkins entered the meeting.

The following is a record of the vote:

| Record of Vote on Consent Item(s): | | 6A, 6B, 6C, and 7-1 through 7-12 | | | | | | | |
|--|---------------|----------------------------------|-----------|-----|---------------|----|---------|---------|--------------|
| Member Agency | Total Votes | Director | Present | Yes | Yes Vote | No | No Vote | Abstain | Abstain Vote |
| Anaheim | 5627 | Faessel | | | | | | | |
| Beverly Hills | 4267 | Pressman | x | x | 4267 | | | | |
| Burbank | 2893 | Ramos | x | x | 2893 | | | | |
| Calleguas Municipal Water District | 12368 | Blois | x | x | 12368 | | | | |
| Central Basin Municipal Water District | 18216 | Apodaca | | | | | | | |
| | | Hawkins | x | x | 18216 | | | | |
| | | | Subtotal: | | 18216 | | | | |
| Compton | 599 | McCoy | x | x | 599 | | | | |
| Eastern Municipal Water District | 10502 | Record | x | x | 10502 | | | | |
| Foothill Municipal Water District | 2290 | Atwater | | | | | | | |
| Fullerton | 2390 | Jung | x | x | 2390 | | | | |
| Glendale | 3814 | Kassakhian | x | x | 3814 | | | | |
| Inland Empire Utilities Agency | 14663 | Camacho | x | x | 14663 | | | | |
| Las Virgenes | 2927 | Peterson | x | x | 2927 | | | | |
| Long Beach | 6151 | Cordero | x | x | 6151 | | | | |
| Los Angeles | 75699 | Sutley | | | | | | | |
| | | Petersen | | | | | | | |
| | | Quinn | x | x | 37850 | | | | |
| | | Luna | x | x | 37850 | | | | |
| | | Repenning | | | | | | | |
| | | | Subtotal: | | 75699 | | | | |
| Municipal Water Dist. of Orange County | 60913 | Ackerman | x | x | 15228 | | | | |
| | | Tamaribuchi | x | x | 15228 | | | | |
| | | Dick | x | x | 15228 | | | | |
| | | Erdman | x | x | 15228 | | | | |
| | | | Subtotal: | | 60913 | | | | |
| Pasadena | 3716 | Kurtz | x | x | 3716 | | | | |
| San Diego County Water Authority | 63232 | Fong-Sakai | | | | | | | |
| | | Goldberg | x | x | 21077 | | | | |
| | | Miller | x | x | 21077 | | | | |
| | | Smith | x | x | 21077 | | | | |
| | | | Subtotal: | | 63232 | | | | |
| San Fernando | 238 | Ortega | x | x | 238 | | | | |
| San Marino | 770 | Morris | x | x | 770 | | | | |
| Santa Ana | 3228 | Phan | x | x | 3228 | | | | |
| Santa Monica | 4619 | Abdo | x | x | 4619 | | | | |
| Three Valleys Municipal Water District | 8254 | De Jesus | x | x | 8254 | | | | |
| Torrance | 3416 | Lefevre | x | x | 3416 | | | | |
| Upper San Gabriel Valley Mun. Wat. Dist. | 12688 | Fellow | x | x | 12688 | | | | |
| West Basin Municipal Water District | 25453 | Williams | x | x | 12727 | | | | |
| | | Gray | x | x | 12727 | | | | |
| | | | Subtotal: | | 25453 | | | | |
| Western Municipal Water District | 13541 | Dennstedt | x | x | 13541 | | | | |
| Total | 362474 | | | | 354557 | | | | |
| Present and not voting | | | | | | | | | |
| Absent | 7917 | | | | | | | | |

The motion to approve the Consent Calendar Items 6A, 6B, 6C, and 7-1 through 7-12 (M.I. 52967 through 52981)*, passed by a vote of 354,557 ayes; 0 noes; 0 abstain; 0 not voting; and 7,917 absent.

***Note: Individual vote tally for Item 6B**

Directors Peterson and Record voted No on Item 6B. The motion to approve the Consent Calendar Item 6B passed by a vote of 341,128 ayes; 13,429 noes; 0 abstain; 0 not voting; and 7,917 absent.

***Note: Individual vote tally for Item 7-1**

Director Phan recused herself on Item 7-1, due to the fact that PCL Construction, Inc. is a client of her employer Rutan & Tucker, LLP. Four-fifths vote of the Board required. The motion to approve the Consent Calendar Item 7-1 required a four-fifths vote of the Board, passed by a vote of 351,329 ayes; 0 noes; 0 abstain; 3,228 not voting; and 7,917 absent.

***Note: Individual vote tally for Item 7-2**

Director Phan recused herself on Item 7-2, due to the fact that P2S, Inc. is a client of her employer Rutan & Tucker, LLP. The motion to approve the Consent Calendar Item 7-2 passed by a vote of 351,329 ayes; 0 noes; 0 abstain; 3,228 not voting; and 7,917 absent.

***Note: Individual vote tally for Item 7-9**

Director Phan recused herself on Item 7-9, due to the fact that Valley-Wide Recreation and Park District is a client of her employer Rutan & Tucker, LLP. The motion to approve the Consent Calendar Item 7-9 passed by a vote of 351,329 ayes; 0 noes; 0 abstain; 3,228 not voting; and 7,917 absent.

***Note: Individual vote tally for Item 7-10**

Director Cordero recused herself on Item 7-10, due to the fact that she has a retirement account with Southern California Edison and owns Southern California Edison stock. The motion to approve the Consent Calendar Item 7-10 passed by a vote of 348,406 ayes; 0 noes; 0 abstain; 6,151 not voting; and 7,917 absent.

52982 Chairwoman Gray announced there were no Other Board Items for action

52983 Chairwoman Gray asked if there were questions or need for discussion for Board Information Item 9-1. No requests were made.

52984 Chairwoman Gray addressed the Other Matters Item 10-1.

Chairwoman called on Human Resources Group Manager Pitman who provided a PowerPoint presentation to the Board on Item 10-1: Discussion of Department Head Evaluation Process Guidelines and Department Head Evaluation Presentations [Public employee's performance evaluations; General Manager, General Counsel, and Ethics Officer, to be heard in closed session pursuant to Gov. Code Section 54957].

Chairwoman Gray called the meeting into closed session to discuss Agenda Item 10-1.

Meeting returned to open session. Chairwoman Gray stated that the Board discussed Item 10-1. No action was taken during closed session.

52985 Chairwoman Gray asked if there were any Follow-up Items. There were none.

52986 Chairwoman Gray asked if there were any Future Agenda Items. There were none.

52987 There being no objection, at 3:14 p.m. Chairwoman Gray adjourned the meeting in Memory of Director Ortega's Mother Celia Ortega, and Carmen Ramirez, former Chair of the Ventura County Board of Supervisors.



GLORIA D. GRAY
CHAIRWOMAN



JUDY ABDO
SECRETARY

MINUTES
BOARD OF DIRECTORS WORKSHOP
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
August 23, 2022

1. CALL TO ORDER

Board Chairwoman Gray called the teleconference meeting to order at 11:02 a.m.

2. ROLL CALL

Board Secretary Abdo administered the roll call.

Board Members present: Directors Abdo, Ackerman, Atwater, Blois, Camacho, Cordero, De Jesus, Dick, Erdman, Fellow, Fong-Sakai, Gray, Kurtz, Lefevre, McCoy, Miller, Morris, Ortega, Peterson, Phan, Pressman, Quinn, Ramos, Record, Smith, Sutley, and Tamaribuchi.

Directors responding after roll call: Directors Dennstedt and Repenning.

Board Members absent: Directors Apodaca, Faessel, Goldberg, Hawkins, Jung, Kassakhian, Luna, Petersen, and Williams.

Board Secretary Abdo determined that a quorum was present.

3. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD LIMITED TO THE ITEMS LISTED ON THE AGENDA

No members of the public requested to speak.

DIVERSITY, EQUITY AND INCLUSION FORUM

4. WELCOME/OPENING COMMENTS

Chairwoman Gray and General Manager Hagekhalil addressed the Board on matters pertaining to this Workshop.

5. SETTING THE STAGE: THE CASE FOR INCLUSIVE EXCELLENCE & KEYNOTE INTRODUCTION

Presented by: Liji Thomas, MWD Chief Diversity, Equity & Inclusion Officer

Ms. Thomas opened the Metropolitan Water District's inaugural Diversity, Equity & Inclusion (DEI) Forum "Playing to Win Advancing Inclusive Excellence," explaining what DEI means, how Metropolitan will move to a more inclusive and equitable workplace and be a leader in the water industry. She introduced how the forum would proceed.

Directors Dennstedt and Repenning entered the meeting.

6. MORNING KEYNOTE: FROM LITIGATION TO DEI LEADERSHIP: COCA COLA'S JOURNEY TO INCLUSIVE EXCELLENCE

Presented by: Steve Bucherati, Retired Chief Diversity Officer, The Coca-Cola Company President, The Bucherati Group

Ms. Thomas introduced Steve Bucherati, Retired Chief Diversity Officer, The Coca-Cola Company President, The Bucherati Group, who discussed Coca-Cola's journey to an inclusive environment.

Mr. Bucherati presented his Coca-Cola story, the best practices for making an inclusive environment, leveraging collective genius, and addressing the opportunity, the challenge, and the inevitable change. After the presentation, Mr. Bucherati opened the discussion for a questions and answers session.

The following Directors asked questions or made comments:

| | Director(s) |
|-----|-------------|
| 1. | Fellow |
| 2. | Repenning |
| 3. | Ortega |
| 4. | Erdman |
| 5. | Sutley |
| 6. | Ramos |
| 7. | De Jesus |
| 8. | Morris |
| 9. | Abdo |
| 10. | Gray |

Mr. Bucherati responded to the Directors' comments or questions.

7. AFTERNOON KEYNOTE: FORGING DIVERSITY, EQUITY AND INCLUSION'S IMPACT ON CENTRAL POLICYMAKING AND ORGANIZATIONAL CULTURE

Presented by: Ty Washington, Executive Assistant General Manager on Workforce Diversity with Los Angeles Department of Water and Power (LADWP)

Ms. Thomas introduced Ty Washington, Executive Assistant General Manager, Los Angeles Department of Water and Power, who presented and discussed the LADWP DEI program and racial equity action plan. Additionally, he discussed LADWP initiatives to recruitment strategies at Historically Black Colleges and Universities through Advancing Minorities' Interest in Engineering, diversity training, cultural and community engagement, supplier diversity, and having a zero-tolerance discriminatory policy.

The following Directors asked questions or made comments:

| | Director(s) |
|----|-------------|
| 1. | Smith |
| 2. | Gray |

Mr. Washington and staff responded to the Directors' comments or questions.

8. AFTERNOON PANEL: INCLUSIVE EXCELLENCE & LESSONS LEARNED FROM CHANGEMAKERS

Presented by: JC Lacey, Principal JCL Consulting Group

Ms. Thomas introduced JC Lacey, Principal JCL Consulting Group. Mr. Lacey introduced the panel members Amelia Ransom, Vice President, DEI Smartsheet; Victoria Johnson, Global Equity Director, HDR, Inc.; and Kimberly Cyrus, Senior Consultant, Equity, Inclusion & Diversity, Kaiser Permanente.

The panel discussed the following questions: Why is DEI important to organizations as a business initiative? What philosophy or framework does your organization utilize for DEI? What are ways organizations can get to the buy-in or goals for DEI? Why is inclusive leadership important now, and how is it applied in their organization? What does it mean, and how do you implement cultural competency?

The following Directors asked questions or made comments:

| Director(s) | |
|-------------|--------|
| 1. | Sutley |
| 2. | Gray |

The panel responded to the Directors' comments or questions.

9. CLOSING PANEL: THE PATH TO DIVERSITY, EQUITY, & INCLUSION AT METROPOLITAN – A CONVERSATION WITH METROPOLITAN'S CHANGEMAKERS

Presented by: Katano Kasaine, Assistant General Manager/CFO-
Finance/Administration

Ms. Thomas introduced Katano Kasaine, Assistant General Manager/Chief Financial Officer. Ms. Kasaine presented a presentation on Metropolitan's pledge to DEI, Metropolitan DEI council members, and accomplishments. Ms. Kasaine introduced the panel members Annette Eckhardt, President, Women at Metropolitan; John Arena, Section Manager, Business Outreach; Adrian Hightower, Special Project Manager, Sustainability, Resilience & Innovation; Wigs Mendoza, President, Native American Alaska Native Employee Advocates; Nathan Purkiss, President, PRIDE @ Metropolitan. The Panel discussed the initiatives the employee resources groups developed to move Metropolitan into a more DEI organization.

The following Directors asked questions or made comments:

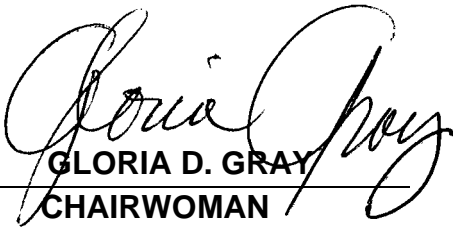
| Director(s) | |
|-------------|------|
| 1. | Gray |

10. CLOSING REMARKS

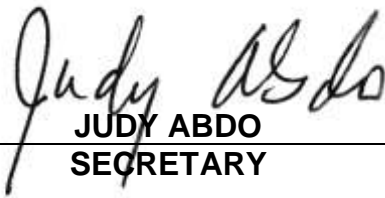
Liji Thomas closed the forum with Metropolitan's vision and key principles for advancing DEI.

12. ADJOURNMENT

Meeting adjourned at 5:28 p.m.



GLORIA D. GRAY
CHAIRWOMAN



JUDY ABDO
SECRETARY



Board of Directors

Brown Act Teleconferencing Requirements (No Remote Resolution)

Item 6B

October 11, 2022

Need a **quorum**
participating
from within the
jurisdiction

Brown Act Teleconference Requirements

- Provide the address of the teleconference location 72 hours before the meeting to be included in the agenda
- Post agenda at the teleconference location
- Make the teleconference location accessible to the public
- Allow the public to observe and provide comment at that location
- Board staff will send a survey for board members to provide this information should they choose to use this teleconference option





- **Board of Directors**
Finance and Insurance Committee

10/11/2022 Board Meeting

7-1

Subject

Adopt resolution authorizing the reimbursement of capital expenditures from bond proceeds for fiscal years 2022/23 and 2023/24; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

The resolution of reimbursement of capital expenditures from bond proceeds in **Attachment 1** (Resolution of Reimbursement) evidences the intention to use tax-exempt bond proceeds or other forms of indebtedness to finance capital expenditures for projects and to use some or all available bond proceeds to reimburse Metropolitan for costs paid for such projects. The Resolution of Reimbursement would satisfy the IRS regulatory requirement to declare an “official intent” to reimburse a capital expenditure no later than 60 days after the payment of the original expenditure to be reimbursed. If adopted, Metropolitan would be authorized to use tax-exempt bond proceeds to reimburse capital expenditures initially paid or to be paid by operating revenues or other available resources. Adoption of the Resolution of Reimbursement provides Metropolitan with financial flexibility during the current and next fiscal year, if needed, to issue tax-exempt bonds when deemed most appropriate. The Resolution of Reimbursement does not change the amount or method of funding capital expenditures approved by Metropolitan’s Board in the Adopted Biennial Budget for FYs 2022/23 and 2023/24. The Resolution of Reimbursement will give Metropolitan the option and flexibility of reimbursing itself for capital project expenditures made prior to the issuance of tax-exempt bonds.

Details

Background

The Biennial Budget for fiscal year (FY) 2022/23 and FY 2023/24, adopted by Metropolitan’s Board on April 12, 2022, included funding capital expenditures from a combination of bonds and operating revenues. The total \$600 million planned capital improvement plan (CIP) spending, as presented in the CIP section of the Board Adopted FY 2022/23 and FY 2023/24 Biennial Budget is estimated to be \$300 million for FY 2022/23 and \$300 million for FY 2023/24. The estimated CIP expenditures are planned to be funded with \$135 million of operating revenues and approximately \$165 million from bond proceeds each fiscal year of the current Adopted Biennial Budget. In addition, the Board approved as part of the current Adopted Biennial Budget, bond funding for additional capital expenditures not in the CIP—the AVEK High Desert Program in the amount of \$97.9 million and the conservation program in the amount of \$36.0 million.

Since April 2022, Treasury and Debt Management staff has monitored the District’s capital expenditures and bond proceeds balance to determine the optimal time to enter the capital markets or introduce a reimbursement resolution for the Board’s consideration. Based on current monthly CIP expenditure projections, the balance of remaining bond proceeds is projected to be depleted by the end of October 2022.

Adoption of the attached Resolution of Reimbursement will allow Metropolitan to fund planned CIP and other capital expenditures out of available resources, including financial reserves, until tax-exempt new money bonds are issued when market conditions are more favorable. This approach is a conventional procedure used by many public issuers as part of their strategy to access the capital markets. The ability to use tax-exempt bond proceeds to reimburse Metropolitan for capital expenditures paid or to be paid by operating revenues or reserves will

provide the Board with financial flexibility to meet its approved budget priorities and expenditure plan. The not-to-exceed bond par amount of \$515 million in the Resolution of Reimbursement is conservatively estimated by staff to generate approximately \$464 million of required bond proceeds, taking into consideration potential premium and/or discounts under varying market conditions at the time of sale.

By adopting the Resolution of Reimbursement, Metropolitan indicates its expectation to issue tax-exempt debt and use the proceeds to reimburse certain capital expenditures, initially funded with operating revenues, with such tax-exempt bond proceeds. In accordance with Internal Revenue Service (IRS) regulations, Metropolitan is required to declare its “official intent” to reimburse a capital expenditure no later than 60 days after the payment of the original expenditure to be reimbursed. This Resolution of Reimbursement will meet the “official intent” requirement under IRS regulations. The Resolution of Reimbursement does not change the amount or method of funding capital expenditures approved by Metropolitan’s Board in the Biennial Budget for FYs 2022/23 and 2023/24.

Resolutions of reimbursement were previously adopted by the Board in 2015, 2016, 2019, and 2020.

Policy

Metropolitan Water District Act Section 61: Ordinances, Resolutions and Orders

Metropolitan Water District Administrative Code Section 5108(d): Appropriations

Metropolitan Water District Administrative Code Section 5109: Capital Financing

Metropolitan Water District Administrative Code Section 5200(a) and (b): Funds Established

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because it involves continuing administrative activities, such as general policy and procedure making will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State of CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Adopt the resolution authorizing the reimbursement of capital expenditures from bond proceeds for FY 2022/23 and FY 2023/24 as contained in **Attachment 1**.

Fiscal Impact: The Resolution of Reimbursement would allow Metropolitan to continue to fund approved capital projects and use tax-exempt bond proceeds to reimburse CIP and other capital expenditures in FY 2022/23 and FY 2023/24 initially funded with operating revenues or reserves.

Business Analysis: Option #1 would provide Metropolitan the ability to reimburse operating revenue or reserve-funded capital expenditures with tax-exempt debt proceeds. Such reimbursed funds would replenish funds that then may be used for any lawful purpose.

Option #2


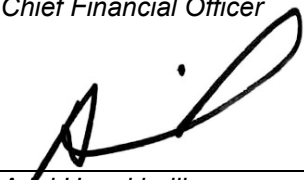
Do not adopt the Resolution of Reimbursement as contained in **Attachment 1**.

Fiscal Impact: Approval of Option #2 would result in a reduction in Metropolitan's financial flexibility during FY 2022/23 and FY 2023/24. Without this reimbursement resolution, Metropolitan may be required to pay certain capital expenditures out of operating revenues instead of bond proceeds as intended under the Adopted Biennial Budget. Further, by not adopting this Resolution of Reimbursement, Metropolitan will not be able to reimburse itself from tax-exempt bond proceeds for capital expenditures funded from operating revenues, which would lower reserves and potentially have negative implications for certain financial metrics, such as debt service coverage and fixed charge coverage, impacted by costs related to the supply and demand management programs intended to be bond financed.

Business Analysis: Option #2 would limit Metropolitan's financial flexibility in FY 2022/23 and FY 2023/24, as Metropolitan could not reimburse operating revenue or reserve-funded capital expenditures with tax-exempt bond proceeds. Therefore, Metropolitan's operating revenues may not be sufficient to pay for approved capital expenditures in accordance with the Board's Adopted Biennial Budget for FY 2022/23 and FY 2023/24.

Staff Recommendation

Option #1

| | |
|--|-------------------|
|  _____ Katano Kasaine Assistant General Manager/ Chief Financial Officer | 10/6/2022 Date |
|  _____ Adel Hagekhalil General Manager | 10/7/2022 Date |

Attachment 1 – Resolution of The Board of Directors of The Metropolitan Water District of Southern California Pertaining to the Reimbursement of Capital Expenditures From Bond Proceeds

Ref# cfo12682118

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

RESOLUTION ____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERTAINING TO THE REIMBURSEMENT OF CAPITAL EXPENDITURES
FROM BOND PROCEEDS**

The Board of Directors of The Metropolitan Water District of Southern California (the “Board”) hereby finds that:

1. The Metropolitan Water District of Southern California (“Metropolitan”) desires and expects to debt finance certain construction costs relating to its Capital Investment Plan and other capital expenditures relating to Metropolitan’s water delivery system (“Projects”);
2. Metropolitan expects to issue up to \$515 million in debt during fiscal years 2022/23 and 2023/24 to finance the Projects, or portions of the Projects, with the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes (the “Debt”);
3. Metropolitan expects to expend (or to have expended) moneys (other than moneys derived from the issuance of bonds) on expenditures relating to the costs of the Projects prior to the issuance of the Debt, which expenditures will be properly chargeable to a capital account under general federal income tax principles;
4. Metropolitan reasonably expects to reimburse certain of such capital expenditures with the proceeds of the Debt;
5. Metropolitan expects that the maximum principal amount of Debt which will be issued to pay for the costs of the Projects (and related issuance costs) will not exceed \$515 million;
6. At the time of the reimbursement for the Projects, Metropolitan will evidence such reimbursement in a writing which identifies the allocation of the proceeds of the Debt to Metropolitan for the purpose of reimbursing Metropolitan for the capital expenditures prior to the issuance of the Debt;
7. Metropolitan expects to make each of the reimbursement allocations no later than eighteen (18) months after the later of (i) the date on which the earliest original expenditure for the relevant Project is paid or (ii) the date on which such Projects are placed in service (or

abandoned), but in no event later than three (3) years after the date on which the earliest original expenditure for the relevant Project or other capital expenditure is paid;

8. Metropolitan will not, within one (1) year of any reimbursement allocation, use the proceeds of the Debt received in the reimbursement allocation in a manner that will result in the creation of replacement proceeds of the Debt or another issue (e.g., Metropolitan will not pledge or use the proceeds received for the payment of debt service on the Debt or another issue, except that the proceeds of the Debt can be deposited in a bona fide debt service fund); and

9. This Resolution is intended to be a “declaration of official intent” in accordance with Section 1.150-2 of the U.S. Treasury Regulations.

NOW, THEREFORE, the Board hereby finds, resolves, determines and orders as follows:

Section 1. That in accordance with Section 1.150-2 of the U.S. Treasury Regulations, Metropolitan hereby declares its intention to issue Debt in a principal amount not to exceed \$515 million in fiscal years 2022/23 and 2023/24, the proceeds of which will be used to pay for the costs of the Projects and other capital expenditures (and related issuance costs), including the reimbursement to Metropolitan for certain capital expenditures relating to the Projects made prior to the issuance of the Debt.

Section 2. This declaration of intent does not bind Metropolitan to make any expenditure, nor incur any indebtedness, or proceed with the issuance of any Debt, or proceed with the Projects.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California, at its meeting held on October 11, 2022.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California



Finance and Insurance Committee

Resolution Authorizing the Reimbursement of Capital Expenditures from Bond Proceeds for FY 2022/23 and 2023/24

Item 7-1

October 10, 2022

What is the purpose of a Reimbursement Resolution?

- A Resolution of Reimbursement evidences the intent to use tax-exempt bond proceeds or other forms of indebtedness to finance capital expenditures
- Some capital expenditures may be paid from available resources prior to the sale of tax-exempt bonds
- The Resolution of Reimbursement enables the issuing entity the flexibility to reimburse itself from bond proceeds for prior capital expenditures

Internal Revenue Service (IRS) Regulations Regarding Reimbursement

- By adopting the Resolution of Reimbursement, Metropolitan indicates its expectation to issue tax-exempt debt and use the proceeds to reimburse capital expenditures originally funded from operating revenues or reserves
- In accordance with IRS regulations, Metropolitan is required to declare its “official intent” to reimburse a capital expenditure no later than 60 days after the payment of the original expenditure to be reimbursed
- Adoption of the proposed Resolution of Reimbursement will meet the “official intent” requirement

Why does Metropolitan Need a Resolution of Reimbursement?

- Adoption of the Resolution of Reimbursement allows Metropolitan to fund planned capital expenditures out of operating revenues or reserves until new money bonds may be issued when market conditions are favorable
- Current balances of bond proceeds for capital expenditures are expected to be depleted before the next cycle of debt issuance
- The Resolution of Reimbursement does not change the amount or method of funding capital expenditures approved by the Board in the Adopted Biennial Budget for FYs 2022/23 and 2023/24

The not-to-exceed bond par amount of \$515 million in the Resolution of Reimbursement is conservatively estimated to provide \$464 million of required bond proceeds

Planned Capital Expenditures for FY 2022/23 and 2023/24

- The Board Adopted FY 2022/23 and 2023/24 Biennium Budget approved \$600 million of CIP expenditures of which \$330 million is allocated to be bond funded
- In addition, the Board approved bond funding for \$97.9 million for the AVEK High Desert Water Program and \$36.0 million for the Conservation Program

Board Options

- Option #1
Adopt the resolution authorizing the reimbursement of capital expenditures from bond proceeds for FYs 2022/23 and 2023/24.
- Option #2
Do not adopt the Resolution of Reimbursement.

Staff Recommendation

- Option #1



THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

RESOLUTION 9322

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERTAINING TO THE REIMBURSEMENT OF CAPITAL EXPENDITURES
FROM BOND PROCEEDS**

The Board of Directors of The Metropolitan Water District of Southern California (the “Board”) hereby finds that:

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3. Metropolitan expects to expend (or to have expended) moneys (other than moneys derived from the issuance of bonds) on expenditures relating to the costs of the Projects prior to the issuance of the Debt, which expenditures will be properly chargeable to a capital account under general federal income tax principles;
4. Metropolitan reasonably expects to reimburse certain of such capital expenditures with the proceeds of the Debt;
5. Metropolitan expects that the maximum principal amount of Debt which will be issued to pay for the costs of the Projects (and related issuance costs) will not exceed \$515 million;
6. At the time of the reimbursement for the Projects, Metropolitan will evidence such reimbursement in a writing which identifies the allocation of the proceeds of the Debt to Metropolitan for the purpose of reimbursing Metropolitan for the capital expenditures prior to the issuance of the Debt;
7. Metropolitan expects to make each of the reimbursement allocations no later than eighteen (18) months after the later of (i) the date on which the earliest original expenditure for the relevant Project is paid or (ii) the date on which such Projects are placed in service (or

abandoned), but in no event later than three (3) years after the date on which the earliest original expenditure for the relevant Project or other capital expenditure is paid;

8. Metropolitan will not, within one (1) year of any reimbursement allocation, use the proceeds of the Debt received in the reimbursement allocation in a manner that will result in the creation of replacement proceeds of the Debt or another issue (e.g., Metropolitan will not pledge or use the proceeds received for the payment of debt service on the Debt or another issue, except that the proceeds of the Debt can be deposited in a bona fide debt service fund); and


9. This Resolution is intended to be a “declaration of official intent” in accordance with Section 1.150-2 of the U.S. Treasury Regulations.

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Section 1. That in accordance with Section 1.150-2 of the U.S. Treasury Regulations, Metropolitan hereby declares its intention to issue Debt in a principal amount not to exceed \$515 million in fiscal years 2022/23 and 2023/24, the proceeds of which will be used to pay for the costs of the Projects and other capital expenditures (and related issuance costs), including the reimbursement to Metropolitan for certain capital expenditures relating to the Projects made prior to the issuance of the Debt.

Section 2. This declaration of intent does not bind Metropolitan to make any expenditure, nor incur any indebtedness, or proceed with the issuance of any Debt, or proceed with the Projects.

I, HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California, at its meeting held on October 11, 2022.


Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California



● **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-2

Subject

Authorize the General Manager to sign a Project Labor Agreement with the Los Angeles and Orange Counties Building and Construction Trade Council, the Riverside and San Bernardino Counties Building and Construction Trades Council, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years; and authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the Project Labor Agreement; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA

Executive Summary

A Project Labor Agreement (PLA) is a collective bargaining agreement between a construction contractor and local trade unions. A PLA would ensure that trained craft workers are provided for Metropolitan construction projects and would also benefit the regional economy and workforce development in Southern California through the use of union-associated apprenticeship programs and the hiring of a diverse local workforce. This cooperative approach led to labor stability and effective dispute resolution on previous Metropolitan programs and projects, including the Diamond Valley Lake, Inland Feeder, and Skinner plant improvement programs. This action authorizes the General Manager to sign the attached PLA with the building and construction trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties (Trade Councils) and the signatory unions, and approves the use of the PLA as a bid condition on select construction contracts, identified in Attachment D to the PLA, over the next five years. This action also authorizes a professional services agreement for administration of the PLA.

Details

Background

A PLA is an agreement between a contractor and labor unions having jurisdiction in a specific geographical area, in this instance, the five counties within Southern California that comprise Metropolitan's service area. PLAs maintain project continuity by preventing employee strikes and employer lockouts. They also include procedures for the peaceful resolution of grievances and disputes. Under a typical PLA, all contractors and subcontractors must sign a letter of assent (see Attachment A to the PLA) as a condition of performing work on those projects covered by the PLA.

PLAs typically include prevailing wage and benefit requirements, development and enforcement of apprenticeship programs, and local workforce hiring provisions. PLAs are open to both union and non-union contractors and support existing anti-discrimination and harassment contract provisions and existing contractor safety programs. Metropolitan successfully implemented PLAs for the Diamond Valley Lake, Inland Feeder, and Skinner plant improvements programs in the late-1990s and early 2000s. This cooperative approach between the contractors, labor, and the owner or owner's PLA administrator proved successful in ensuring labor stability and providing the skilled labor needed on these projects.

This action is the culmination of a strategic initiative which was developed over approximately two years. In April and October 2021, staff presented two oral reports to the Engineering and Operations (E&O) Committee to

provide information on the attributes and potential impacts of a PLA. These oral reports provided a broad overview of PLAs, including potential benefits and risks, potential approaches to identifying projects to be covered by a PLA, identification of other comparable agencies that utilize PLAs, and a discussion of how a PLA would coexist with Metropolitan's Business Outreach Program. Staff also described how implementation of a PLA could enhance the skilled labor pool for Metropolitan projects through the development of pre-apprenticeship and training programs and the hiring of local construction workers. Based on these two E&O Committee presentations, staff was directed to return to the Board with a recommended approach for implementing a PLA.

In March 2022, Metropolitan's Board authorized the General Manager to negotiate a PLA pursuant to guiding principles identified by the Board during the previous oral reports and the March 2022 board discussions. Supplied with this information, staff engaged Parsons Constructors, Inc. (PCI) and outside counsel Morgan Lewis and Bockius LLP, under the authorities of the General Manager and General Counsel, respectively, to assist with negotiating a PLA. Staff also held meetings with small businesses and contractor groups to receive their input. This input was designed to help formulate the outreach and training needed to reduce or eliminate adverse impacts on contractors, particularly small business contractors and subcontractors.

Several negotiation sessions were held with the building and trades councils, which resulted in the proposed PLA, **Attachment 1**. Consistent with the board's guiding principles, the PLA includes the following:

- A pilot-phase PLA term of five years.
- A project-specific approach to PLA coverage, which includes approximately 30 future construction contracts as well as all construction related to the proposed Pure Water Southern California Program (see Attachment D to the PLA).
- Pre-apprenticeship and apprenticeship program standards and requirements (see Articles 14 and 20 of the PLA).
- Provisions related to local hiring requirements and workforce development programs (see Section 4.5 and Article 20 of the PLA).
- Specific terms to ensure the continued success of Metropolitan's Business Outreach Program (see Sections 4.6 and 20.2(f) of the PLA).

With respect to the key issue of workforce development, Metropolitan and the Trade Councils agree to collaborate on numerous efforts, including the following:

- Development, implementation, and administration of the Construction Careers Pipeline Program (CCCP) to maximize construction career opportunities and provide a path to employment for local and transitional workers.
- Support for new and existing apprenticeship readiness programs in Metropolitan's service area, as well as outreach and recruitment, particularly among populations underrepresented in the construction industry.
- Creation of bi-annual reports to measure and report the outcomes of workforce development policies, requirements, and programs established in the PLA.

In order to limit impacts on Metropolitan's successful small business program, the PLA does the following:

- Small Business Enterprise (SBE) firms with 25 or fewer employees may employ up to three of their core employees per craft on a covered project prior to employing a worker from the appropriate union hall.
- The Trade Councils and Metropolitan will partner to enhance the MetWorks Program by providing networking and training opportunities related to the PLA.
- Each signatory Trade Council shall provide Metropolitan information on their union-signatory SBEs and (Disabled Veteran Business Enterprises) DVBES to facilitate outreach to increase participation by these entities on projects covered by the PLA.

Projects covered by the PLA will constitute over 90 percent of the planned Capital Investment Plan (CIP) construction contract expenditures over the five-year pilot phase. This level of capital expenditures covered by

the PLA strikes a balance between covering a substantial portion of Metropolitan's CIP construction contracts with a PLA, while providing contracting opportunities outside of a PLA for small contractors that typically bid on lower value and less complex construction contracts. Factors utilized in determining which construction contracts would be covered by the PLA include the dollar amount of the construction contract, construction duration, complexity of construction, project urgency and potential project risks, number of trades on a contract, likely number of subcontractors, as well as opportunities for apprenticeship and workforce development during the term of the contract. The PLA also provides a streamlined process for adding additional projects to the PLA within the five-year term of the PLA, contingent upon board approval.

During the five-year pilot phase of the PLA, staff will collect data and information that will be used to assess the potential impact of the PLA on project costs, utilization of local workforces, development of workforce diversity, utilization of small and disadvantaged businesses, development and utilization of construction careers programs, and other relevant measures. Staff will provide regular updates on these findings to the Board.

Administration of Project Labor Agreement (Parsons Constructors, Inc.) – New Agreement

PCI is recommended to administer the PLA over the five-year pilot phase. PCI was selected through a competitive process under Request for Proposals No. 1309. PCI was selected for this initiative based on its extensive experience with administering PLAs, staff qualifications, and overall PLA administration approach and methodology.

The planned activities to be performed by PCI include:

- PLA administration including monitoring and compliance oversight; collecting and maintaining files related to the PLA; prevailing wage and apprentice compliance; payment of trust fund contributions; subcontractor substitutions and additions; and core worker utilization.
- Contractor/union dispute resolution including oversight of the processing of grievances and administrative matters necessary to facilitate the timely resolution of all labor disputes; monitoring relations between unions and contractors and maintaining a log of grievances and resolution status; and monitoring contractors' compliance with worker utilization goal.
- Labor compliance including working with contractors and subcontractors to assure that prevailing wages and trust fund payments are paid promptly; visiting project construction sites to monitor compliance of the PLA by both contractors and unions; conducting labor compliance interviews and observations; and notifying Metropolitan of the status of violations and recommending corrective actions.
- Outreach and training, including implementation of outreach and training programs to train small businesses, non-union contractors, and apprenticeship programs on participation in PLA contracts; assisting contractors in meeting the PLA's local, disadvantaged, and veteran goals.

Anticipated consultant expenditures are based on the estimated number of PLA contracts which will be awarded during the term of the agreement. Metropolitan has established an SBE participation level of 25 percent. PCI has agreed to meet this level of participation.

This action authorizes an agreement with PCI for a not-to-exceed amount of \$5,750,000 to administer the PLA over the five-year pilot phase. Based on the current CIP expenditure forecast, funds for work to be performed pursuant to this action during the current biennium are available within the Capital Investment Plan Appropriation for Fiscal Years 2022/23 and 2023/24 (Appropriation No. 15525).

Alternatives Considered

Metropolitan staff considered multiple approaches to PLA implementation. Staff considered applying the PLA to all Metropolitan contracts. This alternative would have eliminated the need to evaluate individual contracts for suitability to include in the PLA; however, all contracts may not be suitable for PLAs, and this requirement may have increased challenges for SBE/DVBE contractors. Another alternative considered was to establish a minimum dollar contract threshold. This alternative would simplify contract administration for the program; however, some contracts above or below the threshold may or may not be suitable for a PLA. The selected alternative to apply the PLA to select contracts would allow case-by-case determination of contracts most suitable for a PLA, and also reduce risk to Metropolitan's Business Outreach Program.

Metropolitan staff also evaluated the availability and capability of in-house Metropolitan staff to administer the PLA. However, Metropolitan does not have the staffing levels, nor the expertise, needed to provide the level of oversight needed to ensure successful implementation of the PLA. In addition, having a liaison administer the PLA would help facilitate a seamless integration of the PLA into the covered projects, which would assist in ensuring its success over the term of the five-year pilot phase.

Summary

This action authorizes the General Manager to sign the attached PLA, approves the PLA's use as a bid condition for covered projects, and authorizes a consultant agreement with PCI in an amount not to exceed \$5,750,000 for administration of the PLA.

Project Milestone

November 2022 – Project Labor Agreement included as a condition precedent to awarding a contract for PLA-covered construction contracts

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52738, dated March 8, 2022, the Board authorized the General Manager to negotiate a PLA for application on construction contracts.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because the proposed actions will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and involves continuing administrative activities, such as general policy and procedure making. (Public Resources Code Section 21065, State CEQA Guidelines Section 15378.) In addition, the proposed actions are not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

- a. Authorize the General Manager to sign a PLA with the trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties and the signatory unions, and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years.
- b. Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA.

Fiscal Impact: None; funding for the work to be assigned to the consultants under the PLA administration has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets.

Business Analysis: This option would provide significant construction-related benefits for construction contracts covered by a PLA. This action would also enhance the labor pool in Metropolitan's service area through workforce development, the use of union-associated apprenticeship programs, and the hiring of a locally diverse and transitional workforce.

Option #2

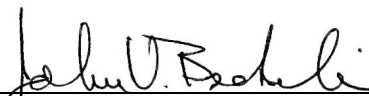
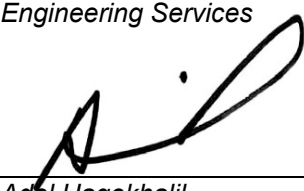
Do not proceed with implementing a PLA at this time.

Fiscal Impact: None

Business Analysis: This option would prevent or delay development of a PLA, foregoing opportunities to provide significant construction contract-related benefits, such as avoiding work stoppages and/or labor disputes, ensuring access to the skilled labor needed for these projects, establishing consistent project rules and working conditions applicable to all contractors and employees working on the projects, and facilitating contractor/union dispute resolution.

Staff Recommendation

Option #1

| | |
|---|-------------------|
|  John V. Bednarski Chief Engineer/Manager Engineering Services | 9/23/2022 Date |
|  Adel Hagekhalil General Manager | 9/27/2022 Date |

Attachment 1 –Project Labor Agreement

Ref# es12684901

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PROJECT LABOR AGREEMENT**

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METROPOLITAN WATER DISTRICT

PROJECT LABOR AGREEMENT

This Project Labor Agreement (“PLA”) is entered into by and between the Metropolitan Water District of Southern California (“Metropolitan”), the Los Angeles and Orange Counties Building and Construction Trades Council, AFL-CIO, the Riverside-San Bernardino Counties Building and Construction Trades Council, AFL-CIO, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions.

It is understood by the Parties that if this PLA is acceptable to Metropolitan and adopted by its Board of Directors, it will become the policy of Metropolitan that the construction work covered by this PLA shall be contracted exclusively to Contractors who perform construction work on the Covered Projects and agree to execute and be bound by the terms of this PLA.

ARTICLE 1

RECITALS

WHEREAS, Metropolitan has identified certain projects within its Capital Investment Plan that are critical to addressing regional growth, drought impacts related to climate change, and other challenges placing new demands on Metropolitan’s aging and complex water infrastructure by making investments to maintain water reliability; and

WHEREAS, Metropolitan desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the Metropolitan Service Area; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills and trades will be required in the performance of construction work on Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes, and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, Metropolitan places high priority upon the development of comprehensive programs for the recruitment, training, employment and retention of Local Workers and Transitional Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. To that end, the Parties agree to implement the Construction Careers Pipeline Program (“CCPP”), and Metropolitan and the Parties will encourage Local Workers and Transitional Workers to participate in Covered Projects through the CCPP and other procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for SBEs/DVBES to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of Metropolitan, the Project Labor Coordinator, Contractors and other organizations retained by Metropolitan for this purpose, to encourage and assist the participation of SBEs/DVBES in the Covered Projects. Specifically, the Parties understand that Metropolitan has an established and quantified policy which places a strong emphasis on the utilization of SBEs/DVBES on Covered Projects. Metropolitan and the Parties shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such SBEs/DVBES, Transitional Workers, and Local Workers; and

WHEREAS, it is further understood that Metropolitan will designate a “Project Labor Coordinator,” either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor and enforce compliance with the PLA. The Project Labor Coordinator, as the authorized representative of Metropolitan, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

“Apprentice” means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California or the U.S. Department of Labor.

“Board of Directors” or “Board” means the Metropolitan Water District of Southern California’s governing Board of Directors responsible for establishing and administering Metropolitan’s policies and upholding the articles in the Metropolitan Water District Act (Statutes 1969, ch. 209, as amended).

“Contractor” means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

“Core Employee” is defined in Article 4, Section 4.6.

“Councils” means building and construction trades councils that are signatory to the PLA.

“Covered Contract” means a prime contract or subcontract awarded for performance of Covered Work.

“Covered Project” means a Metropolitan Capital Investment Plan construction project that is identified in Attachment D. However, only those construction projects listed in Attachment D that are advertised for bid during the term of this PLA shall be considered Covered Projects and subject to the terms and conditions of this PLA.

“Covered Work” means construction work in furtherance of a Covered Project, other than work excluded pursuant to specific exemptions set forth in this PLA.

“Current Prevailing Wage Determination” means the means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

“Joint Labor/Management Apprenticeship Program” means an apprenticeship program jointly managed and administered by both a Union and contractor or contractor association, and (i) approved by the State of California’s Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

“Local Worker” means a construction craft worker domiciled in the Metropolitan Service Area, or Veteran residing anywhere. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency. Upon the mutual written agreement between Metropolitan and the relevant Council, this definition can be modified to include first tier zip codes within a geographic radius of a Covered Project, and such first tier zip codes will be included in the Workforce Dispatch Request Form.

“Master Agreement” means the local master labor agreement of a Union.

“Metropolitan” means the Metropolitan Water District of Southern California.

“Metropolitan Service Area” means the zip codes served by Metropolitan and attached hereto as Attachment B-1.

“Multi-Craft Core Curriculum” or “MC3” means the comprehensive pre-apprenticeship training curriculum developed and approved by North America’s Building Trades Unions National Apprenticeship and Training Committee, and approved by the Councils for use by training partners within their geographic jurisdiction.

“Parties” means the Councils, Unions, and Contractors.

“Prime Contractor” means the contractor awarded a Covered Contract in privity directly with Metropolitan.

“Project Labor Coordinator” means the designee of Metropolitan, either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Small Business Enterprise/Disabled Veteran Business Enterprise” or “SBE/DVBE”:

“SBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121; or a business that has been certified by the California Office of Small Business and DVBE Services as a Small Business, or a Small Business for the Purpose of Public Works.

“DVBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 USC 657f) and by the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

“Transitional Worker” means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) is formerly incarcerated; or
- (k) is a graduate of an apprenticeship readiness program approved to use the multi-craft core curriculum (MC3).

“Union” means any labor organization signatory to this PLA.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215(a)).

“Workforce Dispatch Request Form” means the project-specific form by which Contractors are required to use to request workers from the Union hiring halls on Covered Projects. The form will be provided by Metropolitan in each Covered Contract.

ARTICLE 3

SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all on-site construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

- (a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees; and
- (b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (e.g., prefabrication) sites dedicated solely for the project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and
- (c) All employees of the Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for Metropolitan (including, but not limited to, project managers and construction managers and their employees) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA. Notwithstanding the foregoing, however, on-site surveying and inspection services shall be within the scope of this PLA if they are within the State of California’s general prevailing wage determination for Field Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when this work is performed on a Covered Project by either employees of a Contractor, pursuant to a construction contract, or by consultants working under a

professional services agreement with Metropolitan. Quality control and quality assurance work, within scope of the prevailing wage determination for Field Surveyor or Building/Inspector and Fields Soils and Material Tester, is covered by this PLA.

(d) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, Metropolitan, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to Metropolitan); and

(e) It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Covered Project. The nature of the equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be installed under the supervision and direction of Metropolitan's and/or the manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work, or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel, and it shall be excluded from the PLA.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor and it shall be excluded from the PLA.

When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. Any work to be excluded pursuant to this subsection (e) shall be identified and discussed at the relevant pre-job conference. Upon request from the relevant Council, Metropolitan shall review with the manufacturer or certified contractor whether the installation or application may be performed pursuant to terms of the PLA without affecting the status of the

warranty. Upon request from a Union to the Project Labor Coordinator, copies of the applicable written warranty and any related contract language shall be provided. This subsection (e) does not apply to construction equipment; and

(f) Laboratory work; and

(g) Non-construction support services contracted by Metropolitan, Project Labor Coordinator, or Contractor in connection with Covered Projects; and

(h) Work performed by employees of Metropolitan; and

(i) Emergency work.

Section 3.3 Awarding of Contracts.

(a) Metropolitan has the absolute right to bid or award Covered Contracts regardless of contract delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute a Letter of Assent as set forth in Attachment A hereto, and comply with this PLA in performance of Covered Work.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

Section 3.4 Master Agreements.

(a) The provisions of this PLA, including the applicable terms of the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Project, and as such may be changed from time to time consistent with Section 19.3) that are incorporated by reference into this PLA, shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and incorporated by reference into this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any

Master Agreement shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the applicable terms of the Master Agreements that are incorporated by reference into this PLA, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any Master Agreement, or any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that a Contractor not signatory to the appropriate Master Agreement may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

(c) Only PLA Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes are applicable to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors, or all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technician.

Section 3.5 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than work performed on Covered Projects specifically covered by this PLA.

Section 3.6 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.7 Other Metropolitan Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work,

or function not covered by this PLA, which may be performed by Metropolitan employees or contracted for by Metropolitan for its own account, on its property, or in and around a project site.

Section 3.8 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among Metropolitan or Project Labor Coordinator and/or any Contractor.

Section 3.9 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by Metropolitan or its representatives to engage in warranty services as covered by the contract, including repairs, modification and/or check-out functions required by its contract(s) with Metropolitan.

ARTICLE 4

UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment

opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of Metropolitan to encourage employment of Local Workers, Transitional Workers, and utilization of SBEs/DVBES on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors, including specific employment obligations to which a Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce to perform Covered Work. The Unions will work with the Project Labor Coordinator and others designated by Metropolitan, to identify and refer competent craft persons as needed for Covered Projects. The Parties shall identify individuals, particularly Local Workers and Transitional Workers, and exert their best efforts to facilitate entrance into Apprenticeship Programs.

(c) With assistance from Metropolitan, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

(d) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender, gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination and harassment.

Further, it is recognized that Metropolitan has certain policies, programs, and goals for the utilization of SBEs/DVBES. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA

that may appear to interfere with SBEs/DVBES successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with Metropolitan's policies and commitment to its goals for the significant utilization of SBEs/DVBES as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Transitional Workers.

(a) In recognition of Metropolitan's mission to maximize employment opportunities for Local Workers and Transitional Workers, the Parties agree that Local Workers, as well as Transitional Workers to the extent such status is known, shall be first referred for Covered Projects. If Metropolitan and the relevant Council mutually agree in writing to establish first tier zip codes within a geographic radius of a Covered Project, the Parties agree to first refer workers domiciled in the first-tier zip codes before referring Local Workers domiciled outside of the first tier zip codes. The list of qualifying zip codes for Local Workers, including any first-tier zip codes, will be referenced in the Workforce Dispatch Request Form for each Covered Project.

(b) The Parties agree to achieve a goal of at least sixty (60) percent of the total construction craft hours worked on each Covered Project be performed by Local Workers.

(c) The Parties agree to achieve a goal of at least fifteen (15) percent of the total construction craft hours worked on each Covered Project be performed by Transitional Workers. Hours worked by Transitional Workers who are also Local Workers may be applied to the Local Worker participation goal.

(d) Contractors shall attempt to satisfy the goals set forth in Sections 4.5(b) and (c) by (i) assigning current craft employees who are Local Workers and/or Transitional Workers to perform Covered Work; (ii) if necessary, requesting referral of Local Workers and Transitional Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7.

Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers and Transitional Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 4.5(b) and (c).

(e) Professional services agreements entered into by Metropolitan for covered surveying or inspection services, which are separate and apart from the

Construction Contract for a Covered Project, are exempt from the foregoing Local Worker and Transitional Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Transitional Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Transitional Workers are requested by a Contractor, the Unions will refer Local Workers, and Transitional Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Parties in the administration, monitoring, and the reporting of the foregoing Local Worker and Transitional Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyperson or Apprentice and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years.

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for SBEs/DVBES. The Parties recognize Metropolitan's Business Outreach Program and Board-adopted policies, and Metropolitan's interest in promoting competition and inclusion of SBEs/DVBES, which may not be signatory to a current Master Agreement. In order to promote participation and attract SBEs/DVBES to work under this PLA, and subject to the limitations set forth below, each Contractor that is a SBE/DVBE with twenty-five (25) or less employees at the time they are awarded a Covered Contract may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2)

additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Projects.

(c) Contractors who do not qualify for the hiring procedure for SBEs/DVBEs set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

(d) Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at a Covered Project site.

(e) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees, unless otherwise permitted by the affected Union.

(f) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (i.e., certified payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the relevant Council.

(g) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

Section 4.11 Skilled and Trained Workforce. Each Contractor performing work on a Covered Project that was procured by Metropolitan through an alternative project delivery methodology, as authorized by sections 21568 et seq. or sections 22170 et seq. of the California Public Contract Code, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The

Parties shall utilize the grievance procedures set forth in Article 10 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, Contractors and Metropolitan shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this PLA.

ARTICLE 5

UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non-Covered Projects. On work where the personnel of Metropolitan or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with Metropolitan personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6

WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable Current Prevailing Wage Determinations. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to pay all of the wages and fringe benefits set forth in those Master Agreements without reference to the forgoing. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Current Prevailing Wage Determinations.

Section 6.2 All employees covered by this PLA may be paid by check, all wages shall be paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or

laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

Section 6.3 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Master Agreement, however, such contributions shall not exceed the contribution amounts set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to make all contributions set forth in those Master Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Master Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

(b) Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union employee benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union employee benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(c) Contractors of whatever tier shall make regular and timely contributions required by this Article in amounts and on the time schedule set forth in the appropriate Master Agreement. Delinquency in the payment of contributions is a breach of this PLA. If a Contractor is delinquent with paying contributions in violation of this PLA, the Union or the trust fund shall provide notification to the Project Labor Coordinator after efforts by the Union or the trust fund to resolve the delinquency have been exhausted with the delinquent Contractor and provide documentary evidence of the delinquency endorsed by the trust fund. Upon such notification, the Project Labor Coordinator will assist the Contractor, Union and the trust fund resolve the delinquency. If the delinquency is not resolved within thirty (30) calendar days thereafter, the Prime Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from

any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance.

In the case of a delinquent Prime Contractor, if the delinquency is not resolved within thirty (30) days, the Project Labor Coordinator shall notify Metropolitan of the delinquency and request Metropolitan to withhold, in an appropriate amount, any funds due and owing to the Prime Contractor. Pursuant to the announced commitment of Metropolitan, the Prime Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the trust fund. All Contractors must certify to the Project Labor Coordinator that all benefit contributions due as required by this Agreement have been paid.

(d) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act ("NLRA"), which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended. If any pension trust fund covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203(B)(1)(i), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make contributions to that fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt fund to the employees' wages or other bona fide retirement plan program pursuant to Current Prevailing Wage Determinations.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of applicable prevailing wage laws may be referred to the Project Labor Coordinator, if any, for processing, investigation and resolution. Such complaints may also be resolved by utilizing the Article 10 grievance procedure. To facilitate compliance with applicable prevailing wage laws and the Current Prevailing Wage Determinations, Metropolitan and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to a requesting Union within ten (10) days of the request.

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

- Section 7.1** No Work Stoppages or Disruptive Activity. The Councils and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to Metropolitan or its Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Councils, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Councils and the Union shall take all steps necessary to obtain compliance with this Article.
- Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.
- Section 7.3** Standing to Enforce. Metropolitan and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.
- Section 7.4** Expiration of Master Agreements. This section is only applicable to Contractors directly signatory to an applicable Master Agreement. If an applicable Master Agreement expires during the term of the Covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in this Article as a result of the expiration of any such agreement(s) having application on the Covered Project and/or failure of the involved parties to that Master Agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements and the Current Prevailing Wage Determinations under this PLA shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that Master Agreement have failed to reach concurrence on a new contract, work will continue on the Covered Project with one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with an expiring Master Agreement must offer to continue working on the Project under interim agreements that retain all the terms of the expiring Master Agreement, except that the affected Unions may propose wage rates and employer contribution rates to employee benefit funds under the interim agreement that are different from those wage rates and employer contributions rates under the expiring Master Agreement. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the geographic area of the Covered Project. All interim agreements expire when the new Master Agreement becomes effective.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring Master Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring Master Agreement agrees to the following retroactivity provisions: if a new Master Agreement is ratified and signed, and if such new Master Agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new Master Agreements, an amount equal to any such retroactive wage increase established by such new Master Agreement, retroactive to whatever date is provided by the new Master Agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor Metropolitan, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b). To decide between the two options, Contractors will be given one week after the applicable Master Agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under paragraph (b)

Section 7.5 No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term “lock-out” refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does “lock-out” include Metropolitan's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or Metropolitan contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, or Metropolitan, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party, including any affected Contractor, invoking this procedure shall notify Thomas Pagan, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to

the Project Labor Coordinator and relevant Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above, or his/her alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing, which may be a virtual hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages (except for damages as set forth in Section 7.8 below), which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to Metropolitan, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to Metropolitan, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that delays on Covered Projects caused by violations of this Article will cause Metropolitan to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to Metropolitan the sum of not less than

\$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of Metropolitan for the delay specified, but shall not prevent Metropolitan from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to Metropolitan pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement or fails to make timely payments to the applicable Union employee benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Councils and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for

employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and Metropolitan labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with Metropolitan.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 8.2 All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Parties with regard to Covered Work.

Section 8.3 All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator’s hearing on the dispute shall be held at the offices of the relevant Council, or virtually at the sole discretion of the arbitrator, within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.5 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, the affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.6 Pre-job Conference. It is required that each Contractor conduct a pre-job conference in accordance with the procedures described in Article 15.

ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1 Contractor and Metropolitan Rights. The Contractors and Metropolitan have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with Metropolitan approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and
- (g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific Metropolitan Rights. In addition to the following and other rights of Metropolitan enumerated in this PLA, Metropolitan expressly reserves its management rights and all the rights conferred on it by law and contract. Metropolitan's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of Metropolitan and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Parties to make appropriate scheduling plans, Metropolitan will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and
- (c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties.

- (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed

under the supervision and direction of Metropolitan's and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Councils shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The Contractors, Unions, and Contractor employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements

of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA (except for alleged violations of Articles 7 or 8), which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to this PLA alleges that a Contractor has violated a provision of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the grievance parties.

(b) Union or Contractor Grievances. Should a Union or a Contractor (each a “complaining party”) allege a violation of this PLA by any Party, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2. A representative of the complaining party, and a representative of any responding party to the grievance (“responding party”), shall meet within seven

(7) working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. Metropolitan may participate as an interested party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (10) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected in sequential order by the Project Labor Coordinator from the following arbitrator list: (1) Thomas Pagan; (2) Michael Prihar; (3) Fred Horowitz; (4) Sara Adler; (5) Michael Rappaport. The arbitration may be conducted virtually at the sole discretion of the arbitrator. In the event any of these arbitrators retire or become permanently unavailable, Metropolitan and the Councils may jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within one hundred and twenty (120) calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next available arbitrator on the list. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and Metropolitan. This grievance process and arbitration proceedings do not impede the ability of Metropolitan to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other Metropolitan representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11

COMPLIANCE

Section 11.1 Compliance with All Laws. The Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by Metropolitan and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and Metropolitan.

(b) All Parties and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and Metropolitan. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge. All employees shall comply with the safety regulations established by Metropolitan, the Project Labor Coordinator, and the Contractor.

Section 12.2 Drug and Alcohol Testing Policy. The Parties shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provisions of the applicable Master Agreement(s).

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by Metropolitan, and the opportunities to provide continuing work on Covered Projects for Local Workers and Transitional Workers. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist Local Workers and Transitional Workers in enrolling in and progressing through Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry that lead to participation in Apprenticeship Programs. Metropolitan, the Project Labor Coordinator, other Metropolitan consultants, the Contractors, and the Councils and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Parties agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journey person hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of

Apprentices. Metropolitan, unless otherwise required by law, shall encourage such utilization and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Councils, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons, especially Local Workers and Transitional Workers.

(b) The Parties will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

(d) Metropolitan's Workforce: The Councils and Metropolitan agree to partner with and utilize local MC3 apprenticeship readiness programs as a pipeline of Local Workers and Transitional Workers for direct employment with Metropolitan in construction, maintenance, and other related apprenticeship opportunities.

ARTICLE 15

PRE-JOB CONFERENCE

Section 15.1 Each Contractor is required to conduct a pre-job conference with the Unions not less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

Section 15.2 The Project Labor Coordinator may work with the Prime Contractor and Councils to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor.

Section 15.3 All work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the

Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 15.4 Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within three (3) working days after the pre-job conference occurred. Within three (3) working days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and relevant Council.

Section 15.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 15.6 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Transitional Worker employment, as well as the progress of implementing the CCPP.

ARTICLE 16

LABOR/MANAGEMENT COLLABORATION

Section 16.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of Metropolitan and a designee of the Councils. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Transitional Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of the CCPP. All Parties will be invited to attend the labor/management

cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 17

SAVINGS AND SEPARABILITY

Section 17.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of Metropolitan to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order or should a government agency take action to enforce any applicable statute or regulation that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 18

WAIVER

Section 18.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the

Parties from any of their rights, duties, or obligations hereunder.

ARTICLE 19

EFFECTIVENESS OF THE PLA

Section 19.1 Term and Application of PLA.

(a) Term of Years. This PLA shall become effective after it has been signed by the Councils and approved by Metropolitan's Board. The PLA shall continue in full force and effect for a term of five (5) years after the initial effective date.

(b) Application to Covered Projects. The PLA shall be included in all Covered Contracts with a bid advertisement date occurring during the five-year term of the PLA. The PLA continues in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by Metropolitan, under the procedures described in Section 19.2 below. For Covered Work performed under professional services agreements awarded by Metropolitan, the PLA only applies to professional services agreements with request for proposals or request for qualifications that have a bid advertisement date during the term of this PLA.

(c) Metropolitan has the absolute right to combine, consolidate, or cancel contracts or portions of contracts identified as part of the Covered Projects. It is further understood by the Parties that Metropolitan may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Covered Projects, at any time. Should any portion of the Covered Projects be terminated, delayed, suspended or removed, and subsequently built, such portions of Covered Projects shall remain covered under the terms and conditions of this Agreement, provided the bid advertisement date for such portions of the Covered Projects occur during the term of this PLA.

Section 19.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to Metropolitan by the Prime Contractor and Metropolitan has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by Metropolitan or third parties on behalf of Metropolitan, the PLA shall have no further force or effect on such items or areas, except when the Contractor

is directed by Metropolitan to engage in repairs or modifications required by its Contract(s) with Metropolitan.

(b) Notice of each final acceptance received by the Contractor will be provided to the relevant Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of Metropolitan and Notice of Acceptance is given by Metropolitan or its representative to the Prime Contractor.

Section 19.3 Continuation of Master Agreements. The applicable terms of the Master Agreements that are incorporated by reference into this PLA shall continue in full force and effect with regard to Covered Work as set forth in Section 3.4, until the applicable Master Agreement is modified by parties thereto.

In such case, the Parties agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to Covered Work if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Union and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

ARTICLE 20

CONSTRUCTION CAREERS PIPELINE PROGRAM AND BUSINESS OUTREACH

PROGRAM

Section 20.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers, Transitional Workers, SBEs/DVBEs and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement local equity, inclusion, diversity and training programs and procedures. This shall include MC3 apprenticeship readiness programs, to prepare persons, especially Local Workers and Transitional Workers, for entrance into

Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties agree to maximize outreach and the inclusion of SBEs/DVBEs through outreach, training, and subcontracting for Covered Projects.

Section 20.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Transitional Workers to meet the labor needs of Covered Projects. Towards that end, the Parties shall develop, implement and administer the Construction Careers Pipeline Program (“CCPP”) with the mission of maximizing construction career opportunities and creating a construction career pipeline for Local Workers and Transitional Workers to become employed on Covered Projects. Further, the Parties shall create opportunities for SBEs/DVBEs consistent with Metropolitan’s Business Outreach Program goals and inclusion programs for such businesses. In furtherance of the foregoing, the Parties specifically agree to work with Metropolitan to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in the Metropolitan Service Area to conduct outreach, recruitment, and offer opportunities for Local Workers and Transitional Workers, especially segments of the Metropolitan Service Area population that are currently under-represented in the construction industry, to enroll in free MC3 apprenticeship readiness training to prepare them for entry into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The Project Labor Coordinator, with the assistance of the Parties, will assist with the development of the CCPP, as well as with the recruitment, career placement, retention, and tracking of such Local Workers and Transitional Workers who graduate from these MC3 apprenticeship readiness programs; and
- (b) The Project Labor Coordinator, with input from the Councils and Contractors, shall produce detailed bi-annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the CCPP and achievement of Local Worker and Transitional Worker employment participation on Covered Projects and directly with Metropolitan; and
- (c) The Unions will partner with Metropolitan to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Transitional Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs,

referral to hiring halls, and provide tailored orientation and mentoring for Local Workers and Transitional Workers; and

(d) The Unions shall assist Local Workers and Transitional Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers and Transitional Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors (Contractors not directly signatory to one or more Master Agreement). The Unions shall put on their rolls qualified bona fide Local Workers and Transitional Workers for employment on Covered Projects; and

(e) Construction and Maintenance Careers Partnership with Metropolitan. In accordance with Section 14.2(d) of this PLA, regarding using MC3 apprenticeship readiness programs as a pipeline for construction and maintenance career opportunities directly with Metropolitan, the Councils and Metropolitan agree to create a formal partnership to access the Councils' vast network of MC3 apprenticeship readiness program graduates. The partnership shall include coordination with organizations that support such MC3 apprenticeship readiness programs including the Los Angeles and Orange Counties Building and Construction Trades Council Apprenticeship Readiness Fund. The Councils and Metropolitan may draft a memorandum of understanding to establish the goals and objectives of the partnership.

(f) Business Outreach Program. Since the inception of Metropolitan's Business Outreach Program (BOP) more than two decades ago – one of the first such initiatives in the state – more than \$1.5 billion has been invested in Southern California's SBEs/DVBES. The mission of the BOP is to help SBEs/DVBES across Southern California grow and thrive. Metropolitan's BOP team works hand in hand with business owners to put them on a path to success. The BOP team advocates on their behalf, hosts educational and networking events, and highlights relevant contracting opportunities. Towards that end, the Parties and Metropolitan agree to use the PLA as an opportunity to enhance outreach, training and business opportunities for SBEs/DVBES within the Metropolitan Services Area, which shall include:

(1) The Parties agree to partner with Metropolitan by participating in and supporting the enhancement of the MetWorks Program to include networking and training opportunities about the PLA, and expanded outreach and training

opportunities for SBEs/DVBES to develop a deeper understanding of Metropolitan's high standard of construction, strict compliance procedures and deadlines, specification and submittal requirements, as well as information about upcoming construction projects and schedules.

(2) Within the first 30 days after the effective date of this PLA, and annually thereafter upon request by Metropolitan, each Union responsible for the geographic area of a Covered Project shall make a good faith effort to provide the BOP team with a list of its union-signatory contractors who are SBEs or DVBES, or may qualify as SBEs or DVBES, so that the BOP team can conduct outreach, together with the Unions, with the objective of increasing the participation of union-signatory SBEs and DVBES on Covered Projects.

ARTICLE 21

HELMETS TO HARDHATS

Section 21.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 21.2 Integrated Database. The Parties agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project. The Project Labor Coordinator may assist the Parties with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Parties agree to engage and participate in such opportunities.

ARTICLE 22**NO DISCRIMINATION AND NO HARASSMENT**

Section 22.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status are contrary to the values of Metropolitan, the Contractors and the Unions. There shall be no unlawful discrimination, harassment or retaliation by any Contractor or Union on the basis of sex, gender, race, national origin, color, ancestry, religion, ethnicity, age, disability, genetic information, sexual orientation, gender identity, gender expression, marital status, denial of family care leave, military and veteran status, criminal record, past incarceration, previous status as a foster youth, medical condition, political affiliation, membership in a labor organization in hiring and dispatching workers for the project, or any other characteristic protected by state or federal employment law. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any Contractor, Contractor employee or Union representative proven to be in violation of this Article is subject to immediate removal from the Covered Project.

ARTICLE 23**AMENDMENTS**

Section 23.1 This PLA can be amended by mutual agreement between Metropolitan and the Councils. Any amendments to this PLA shall become effective after being signed by the Councils and approved by the Board, and shall only apply to Covered Contracts with a bid advertisement date on or after the effective date of the amendment and during the term of the PLA.

In witness whereof, Metropolitan and the Councils have caused this Project Labor Agreement to be executed as of the date and year stated below.

METROPOLITAN WATER DISTRICT

By: _____
Name: Adel Hagekhalil
Title: General Manager
Date: October 11, 2022

LOS ANGELES AND ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Chris Hannan
Name: Chris Hannan
Title: Executive Secretary
Dated: 9/26/2022

SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL

By: [Signature]
Name: Slaughter Bradley
Title: Executive Secretary
Dated: 9/27/2022

SAN DIEGO COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim
Name: Carol Kim
Title: Business Manager
Dated: 9/27/2022

TRI-COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: [Signature]
Name: Joshua Medrano
Title: Executive Secretary & Treasurer
Dated: 9/27/2022

UNION SIGNATURE PAGES

ATTACHMENT A – LETTER OF ASSENT

[COMPANY LETTERHEAD]

Metropolitan Water District
ATTN: Project Labor Coordinator
[1234 Address Line]
[City, State, Zip]

Covered Project Name: _____

Dear Project Labor Coordinator:

This is to certify that the undersigned Contractor has examined a copy of the Metropolitan Water District Project Labor Agreement. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such Agreement may, from time to time, be amended or interpreted pursuant to its terms.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though the Contractor had signed the above referred Agreement. Contractor shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement and sign a Letter of Assent.

This Letter of Assent shall become effective and binding upon the undersigned Contractor on the date signed below and shall remain in full force and effect until the completion of the above stated Covered Project.

Sincerely,

Name of Construction Company: _____

Signature: _____ Date: _____

By: _____ Lic. No. _____
(Name and Title of Authorized Executive) (Contractor's State License No.)

ATTACHMENT B-1 – METROPOLITAN SERVICE AREA ZIP CODES**Los Angeles County Service Area Zip Codes**

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 90001 | 90002 | 90003 | 90004 | 90005 | 90006 | 90007 | 90008 | 90009 | 90010 | 90011 | 90012 | 90013 | 90014 | 90015 |
| 90016 | 90017 | 90018 | 90019 | 90020 | 90021 | 90022 | 90023 | 90024 | 90025 | 90026 | 90027 | 90028 | 90029 | 90030 |
| 90031 | 90032 | 90033 | 90034 | 90035 | 90036 | 90037 | 90038 | 90039 | 90040 | 90041 | 90042 | 90043 | 90044 | 90045 |
| 90046 | 90047 | 90048 | 90049 | 90050 | 90051 | 90052 | 90053 | 90054 | 90055 | 90056 | 90057 | 90058 | 90059 | 90060 |
| 90061 | 90062 | 90063 | 90064 | 90065 | 90066 | 90067 | 90068 | 90069 | 90070 | 90071 | 90072 | 90073 | 90074 | 90075 |
| 90076 | 90077 | 90078 | 90079 | 90080 | 90081 | 90082 | 90083 | 90084 | 90086 | 90087 | 90088 | 90089 | 90090 | 90091 |
| 90093 | 90094 | 90095 | 90096 | 90099 | 90134 | 90189 | 90201 | 90202 | 90209 | 90210 | 90211 | 90212 | 90213 | 90220 |
| 90221 | 90222 | 90223 | 90224 | 90230 | 90231 | 90232 | 90233 | 90239 | 90240 | 90241 | 90242 | 90245 | 90247 | 90248 |
| 90249 | 90250 | 90251 | 90254 | 90255 | 90260 | 90261 | 90262 | 90263 | 90264 | 90265 | 90266 | 90267 | 90270 | 90272 |
| 90274 | 90275 | 90277 | 90278 | 90280 | 90290 | 90291 | 90292 | 90293 | 90294 | 90295 | 90296 | 90301 | 90302 | 90303 |
| 90304 | 90305 | 90306 | 90307 | 90308 | 90309 | 90310 | 90311 | 90312 | 90401 | 90402 | 90403 | 90404 | 90405 | 90406 |
| 90407 | 90408 | 90409 | 90410 | 90411 | 90501 | 90502 | 90503 | 90504 | 90505 | 90506 | 90507 | 90508 | 90509 | 90510 |
| 90601 | 90602 | 90603 | 90604 | 90605 | 90606 | 90607 | 90608 | 90609 | 90610 | 90637 | 90638 | 90639 | 90640 | 90650 |
| 90651 | 90652 | 90660 | 90661 | 90662 | 90670 | 90671 | 90701 | 90702 | 90703 | 90704 | 90706 | 90707 | 90710 | 90711 |
| 90712 | 90713 | 90714 | 90715 | 90716 | 90717 | 90723 | 90731 | 90732 | 90733 | 90734 | 90744 | 90745 | 90746 | 90747 |
| 90748 | 90749 | 90755 | 90801 | 90802 | 90803 | 90804 | 90805 | 90806 | 90807 | 90808 | 90809 | 90810 | 90813 | 90814 |
| 90815 | 90822 | 90831 | 90832 | 90833 | 90840 | 90842 | 90844 | 90846 | 90847 | 90848 | 90853 | 90855 | 91001 | 91003 |
| 91006 | 91007 | 91008 | 91009 | 91010 | 91011 | 91012 | 91016 | 91017 | 91020 | 91021 | 91023 | 91024 | 91025 | 91030 |
| 91031 | 91040 | 91041 | 91042 | 91043 | 91046 | 91066 | 91077 | 91101 | 91102 | 91103 | 91104 | 91105 | 91106 | 91107 |
| 91108 | 91109 | 91110 | 91114 | 91115 | 91116 | 91117 | 91118 | 91121 | 91123 | 91124 | 91125 | 91126 | 91129 | 91182 |
| 91184 | 91185 | 91188 | 91189 | 91199 | 91201 | 91202 | 91203 | 91204 | 91205 | 91206 | 91207 | 91208 | 91209 | 91210 |
| 91214 | 91221 | 91222 | 91224 | 91225 | 91226 | 91301 | 91302 | 91303 | 91304 | 91305 | 91306 | 91307 | 91308 | 91309 |
| 91310 | 91311 | 91313 | 91316 | 91321 | 91322 | 91324 | 91325 | 91326 | 91327 | 91328 | 91329 | 91330 | 91331 | 91333 |
| 91334 | 91335 | 91337 | 91340 | 91341 | 91342 | 91343 | 91344 | 91345 | 91346 | 91350 | 91351 | 91352 | 91353 | 91354 |
| 91355 | 91356 | 91357 | 91364 | 91365 | 91367 | 91371 | 91372 | 91376 | 91380 | 91381 | 91382 | 91383 | 91384 | 91385 |
| 91386 | 91387 | 91390 | 91392 | 91393 | 91394 | 91395 | 91396 | 91401 | 91402 | 91403 | 91404 | 91405 | 91406 | 91407 |
| 91408 | 91409 | 91410 | 91411 | 91412 | 91413 | 91416 | 91423 | 91426 | 91436 | 91470 | 91482 | 91495 | 91496 | 91499 |
| 91501 | 91502 | 91503 | 91504 | 91505 | 91506 | 91507 | 91508 | 91510 | 91521 | 91522 | 91523 | 91526 | 91601 | 91602 |
| 91603 | 91604 | 91605 | 91606 | 91607 | 91608 | 91609 | 91610 | 91611 | 91612 | 91614 | 91615 | 91616 | 91617 | 91618 |
| 91702 | 91706 | 91711 | 91714 | 91715 | 91716 | 91722 | 91723 | 91724 | 91731 | 91732 | 91733 | 91734 | 91735 | 91740 |
| 91741 | 91744 | 91745 | 91746 | 91747 | 91748 | 91749 | 91750 | 91754 | 91755 | 91756 | 91765 | 91766 | 91767 | 91768 |
| 91769 | 91770 | 91771 | 91772 | 91773 | 91775 | 91776 | 91778 | 91780 | 91788 | 91789 | 91790 | 91791 | 91792 | 91793 |
| 91801 | 91802 | 91803 | 91804 | 91896 | 91899 | 93510 | 93532 | 93534 | 93535 | 93536 | 93539 | 93543 | 93544 | 93550 |
| 93551 | 93552 | 93553 | 93563 | 93584 | 93586 | 93590 | 93591 | 93599 | | | | | | |

Orange County Service Area Zip Codes

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 90620 | 90621 | 90622 | 90623 | 90624 | 90630 | 90631 | 90632 | 90633 | 90680 | 90720 | 90721 | 90740 | 90742 | 90743 |
| 92602 | 92603 | 92604 | 92605 | 92606 | 92607 | 92609 | 92610 | 92612 | 92614 | 92615 | 92616 | 92617 | 92618 | 92619 |
| 92620 | 92623 | 92624 | 92625 | 92626 | 92627 | 92628 | 92629 | 92630 | 92637 | 92646 | 92647 | 92648 | 92649 | 92650 |
| 92651 | 92652 | 92653 | 92654 | 92655 | 92656 | 92657 | 92658 | 92659 | 92660 | 92661 | 92662 | 92663 | 92672 | 92673 |
| 92674 | 92675 | 92676 | 92677 | 92678 | 92679 | 92683 | 92684 | 92685 | 92688 | 92690 | 92691 | 92692 | 92693 | 92694 |
| 92697 | 92698 | 92701 | 92702 | 92703 | 92704 | 92705 | 92706 | 92707 | 92708 | 92711 | 92712 | 92728 | 92735 | 92780 |
| 92781 | 92782 | 92799 | 92801 | 92802 | 92803 | 92804 | 92805 | 92806 | 92807 | 92808 | 92809 | 92811 | 92812 | 92814 |
| 92815 | 92816 | 92817 | 92821 | 92822 | 92823 | 92825 | 92831 | 92832 | 92833 | 92834 | 92835 | 92836 | 92837 | 92838 |
| 92840 | 92841 | 92842 | 92843 | 92844 | 92845 | 92846 | 92850 | 92856 | 92857 | 92859 | 92861 | 92862 | 92863 | 92864 |
| 92865 | 92866 | 92867 | 92868 | 92869 | 92870 | 92871 | 92885 | 92886 | 92887 | 92899 | | | | |

Riverside County Service Area Zip Codes

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 91752 | 92201 | 92202 | 92203 | 92210 | 92211 | 92220 | 92223 | 92225 | 92226 | 92230 | 92234 | 92235 | 92236 | 92239 |
| 92240 | 92241 | 92247 | 92248 | 92253 | 92254 | 92255 | 92258 | 92260 | 92261 | 92262 | 92263 | 92264 | 92270 | 92276 |
| 92282 | 92320 | 92501 | 92502 | 92503 | 92504 | 92505 | 92506 | 92507 | 92508 | 92509 | 92513 | 92514 | 92516 | 92517 |
| 92518 | 92519 | 92521 | 92522 | 92530 | 92531 | 92532 | 92536 | 92539 | 92543 | 92544 | 92545 | 92546 | 92548 | 92549 |
| 92551 | 92552 | 92553 | 92554 | 92555 | 92556 | 92557 | 92561 | 92562 | 92563 | 92564 | 92567 | 92570 | 92571 | 92572 |
| 92581 | 92582 | 92583 | 92584 | 92585 | 92586 | 92587 | 92589 | 92590 | 92591 | 92592 | 92593 | 92595 | 92596 | 92599 |
| 92860 | 92877 | 92878 | 92879 | 92880 | 92881 | 92882 | 92883 | | | | | | | |

San Bernardino County Service Area Zip Codes

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 91701 | 91708 | 91709 | 91710 | 91729 | 91730 | 91737 | 91739 | 91743 | 91758 | 91759 | 91761 | 91762 | 91763 | 91764 |
| 91784 | 91785 | 91786 | 92242 | 92252 | 92256 | 92267 | 92268 | 92277 | 92278 | 92280 | 92284 | 92285 | 92286 | 92301 |
| 92304 | 92305 | 92307 | 92308 | 92309 | 92310 | 92311 | 92312 | 92313 | 92314 | 92315 | 92316 | 92317 | 92318 | 92321 |
| 92322 | 92323 | 92324 | 92325 | 92327 | 92329 | 92331 | 92332 | 92333 | 92334 | 92335 | 92336 | 92337 | 92338 | 92339 |
| 92340 | 92341 | 92342 | 92344 | 92345 | 92346 | 92347 | 92350 | 92352 | 92354 | 92356 | 92357 | 92358 | 92359 | 92363 |
| 92364 | 92365 | 92366 | 92368 | 92369 | 92371 | 92372 | 92373 | 92374 | 92375 | 92376 | 92377 | 92378 | 92382 | 92385 |
| 92386 | 92391 | 92392 | 92393 | 92394 | 92395 | 92397 | 92398 | 92399 | 92401 | 92402 | 92403 | 92404 | 92405 | 92406 |
| 92407 | 92408 | 92410 | 92411 | 92413 | 92415 | 92418 | 92423 | 92427 | 93562 | 93592 | | | | |

San Diego County Service Area Zip Codes

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 91901 | 91902 | 91903 | 91905 | 91906 | 91908 | 91909 | 91910 | 91911 | 91912 | 91913 | 91914 | 91915 | 91916 | 91917 |
| 91921 | 91931 | 91932 | 91933 | 91934 | 91935 | 91941 | 91942 | 91943 | 91944 | 91945 | 91946 | 91948 | 91950 | 91951 |
| 91962 | 91963 | 91976 | 91977 | 91978 | 91979 | 91980 | 91987 | 92003 | 92004 | 92007 | 92008 | 92009 | 92010 | 92011 |
| 92013 | 92014 | 92018 | 92019 | 92020 | 92021 | 92022 | 92023 | 92024 | 92025 | 92026 | 92027 | 92028 | 92029 | 92030 |
| 92033 | 92036 | 92037 | 92038 | 92039 | 92040 | 92046 | 92049 | 92051 | 92052 | 92054 | 92055 | 92056 | 92057 | 92058 |
| 92059 | 92060 | 92061 | 92064 | 92065 | 92066 | 92067 | 92068 | 92069 | 92070 | 92071 | 92072 | 92074 | 92075 | 92078 |
| 92079 | 92081 | 92082 | 92083 | 92084 | 92085 | 92086 | 92088 | 92091 | 92092 | 92093 | 92096 | 92101 | 92102 | 92103 |
| 92104 | 92105 | 92106 | 92107 | 92108 | 92109 | 92110 | 92111 | 92112 | 92113 | 92114 | 92115 | 92116 | 92117 | 92118 |
| 92119 | 92120 | 92121 | 92122 | 92123 | 92124 | 92126 | 92127 | 92128 | 92129 | 92130 | 92131 | 92132 | 92134 | 92135 |
| 92136 | 92137 | 92138 | 92139 | 92140 | 92142 | 92143 | 92145 | 92147 | 92149 | 92150 | 92152 | 92153 | 92154 | 92155 |
| 92158 | 92159 | 92160 | 92161 | 92163 | 92165 | 92166 | 92167 | 92168 | 92169 | 92170 | 92171 | 92172 | 92173 | 92174 |
| 92175 | 92176 | 92177 | 92178 | 92179 | 92182 | 92186 | 92187 | 92191 | 92192 | 92193 | 92195 | 92196 | 92197 | 92198 |
| 92199 | | | | | | | | | | | | | | |

Ventura County Service Area Zip Codes

| | | | | | | | | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 93139 | 93130 | 93138 | 93139 | 93160 | 93161 | 93162 | 93177 | 93001 | 93002 | 93003 | 93004 | 93005 | 93006 | 93007 |
| 93009 | 93010 | 93011 | 93012 | 93015 | 93016 | 93020 | 93021 | 93022 | 93023 | 93024 | 93030 | 93031 | 93032 | 93033 |
| 93034 | 93035 | 93036 | 93040 | 93041 | 93042 | 93043 | 93044 | 93060 | 93061 | 93062 | 93063 | 93064 | 93065 | 93066 |
| 93094 | 93099 | | | | | | | | | | | | | |

ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM

| C O N T R A C T O R I N F O R M A T I O N | | | |
|---|--|--------|--|
| Project Name: | | | |
| Contractor/Firm Name: | | | |
| Prime Tier: | | | |
| Submitted by: | | | |
| Email: | | Phone: | |

In accordance with the Project Labor Agreement, Article 4, Section 4.6, “A Core Employee must be either a journeyman or Apprentice and appear on the contractor’s active payroll for at least sixty (60) of the last one hundred twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years. A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.”

“Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees.”

Please check all that apply:

- ☐ Our firm will not be self-performing any work on this project.
We will be subcontracting our work to: _____
- ☐ PLA Section 4.6 regarding Core Employees is not applicable to Contractors that are signatory to one or more Master Labor Agreements. If your company is signatory, please list the union and local number below. For crafts that you are not signatory, please complete the core employee list below.

| | | | |
|---------------------------------|-------|---------|-------|
| Indicate Signatory Union Trade: | _____ | Local # | _____ |
| Indicate Signatory Union Trade: | _____ | Local # | _____ |
| Indicate Signatory Union Trade: | _____ | Local # | _____ |

- ☐ We are not a union signatory contractor and will be using core employees on this project as indicated below: *(Use additional sheets as necessary)*

| Craft/Trade | Employee Name | Last 4 SSN | Hire Date | Date Last Employed |
|-------------|---------------|------------|-----------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the PLA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No

- employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
 - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
 - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
 - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
 - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
 - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

- 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
- 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
- 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
 - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

- e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.
 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the PLA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
 10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
 11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
 12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
 13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
 14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

| Initial Test Analyte | Initial Test Cutoff ¹ | Confirmatory Test Analyte | Confirmatory Test Cutoff Concentration |
|---|----------------------------------|--------------------------------|--|
| Marijuana metabolites (THCA) ² | 50 ng/ml ³ | THCA | 15 ng/ml |
| Cocaine metabolite (Benzoyllecgonine) | 150 ng/ml ³ | Benzoyllecgonine | 100 ng/ml |
| Codeine/ Morphine | 2000 ng/ml | Codeine Morphine | 2000 ng/ml 2000 ng/ml |
| Hydrocodone/ Hydromorphone | 300 ng/ml | Hydrocodone Hydromorphone | 100 ng/ml 100 ng/ml |
| Alcohol | 0.02% | Ethanol | 0.02% |
| Oxycodone/ Oxymorphone | 100 ng/ml | Oxycodone Oxymorphone | 100 ng/ml 100 ng/ml |
| 6-Acetylmorphine | 10 ng/ml | 6-Acetylmorphine | 10 ng/ml |
| Phencyclidine | 25 ng/ml | Phencyclidine | 25 ng/ml |
| Amphetamine/ Methamphetamine | 500 ng/ml | Amphetamine Methamphetamine | 250 ng/ml 250 ng/ml |
| MDMA ⁴ /MDA ⁵ | 500 ng/ml | MDMA MDA | 250 ng/ml 250 ng/ml |
| Initial Test Analyte | Initial Test Cutoff | Confirmatory Test Analyte | Confirmatory Test Cutoff Concentration |
| Barbiturates | 300 ng/ml | Barbiturates | 200 ng/ml |
| Benzodiazepines | 300 ng/ml | Benzodiazepines | 300 ng/ml |
| Methadone ⁶ | 300 ng/ml | Methadone | 100 ng/ml |
| Methaqualone | 300 ng/ml | Methaqualone | 300 ng/ml |
| Propoxyphene | 300 ng/ml | Propoxyphene | 100 ng/ml |

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

ATTACHMENT D – COVERED PROJECT LIST**1. Badlands Tunnel Surge Tank Construction**

Scope: Install 15-foot-high by 40-foot-diameter surge tank at south end of Badlands Tunnel, install altimeter valves and large check valves, and install a pipe connection to Inland Feeder

Location: Moreno Valley

County: Riverside

2. Colorado River Aqueduct (CRA) Housing Projects

Scope: This project replaces a total of 75 employee houses across the CRA pumping plants and includes the construction of two maintenance buildings and two storage facilities. Multiple construction contracts may be awarded to construct these facilities.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

3. Colorado River Aqueduct (CRA) Transformers Construction

Scope: Replace the 69 kV and 230 kV transformers at the 5 CRA pumping plants. Procurement of the transformers and bridge cranes are Metropolitan Furnished Equipment under a separate procurement contract.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

4. Copper Basin Reservoir Discharge Valve Rehabilitation

Scope: Rehabilitate the discharge structure at the Copper Basin Reservoir on the Colorado River Aqueduct.

Location: Unincorporated San Bernardino

County: San Bernardino

5. Diemer Filter Rehabilitation

Scope: Rehabilitate all 48 filters at the Diemer Water Treatment Plant by replacing the filter media, surface wash system and underdrains; modifying flow distribution flumes; and raising and replacing the existing troughs.

Location: Yorba Linda

County: Orange County

6. Garvey Reservoir Rehabilitation

Scope: The Garvey Reservoir Rehabilitation project includes replacing the existing floating cover and reservoir liner, modifying the inlet and outlet reservoir facilities, upgrading the water quality lab building, improving facility erosion controls, and replacing valves in the junction structure.

Location: Monterey Park

County: Los Angeles

7. Jensen Solids Mechanical Dewatering

Scope: Modify the piping and valves in Jensen Solids Pump Room No. 2 and install motor operated knife valves in Jensen Solids Pump Room No. 1.

Location: Granada Hills

County: Los Angeles

8. CRA Conduit Structural Protection

Scope: Provide crushed aggregate pads for crane set up and turn around areas adjacent to and above the cut and cover conduit and either install reinforced concrete protective slabs over the road crossings or realign roads away from the conduit at several locations

Location: CRA

County: San Bernardino and Riverside

9. Lake Perris Seepage Recovery Conveyance Pipeline

Scope: Construction of a new water conveyance pipeline from Perris Dam to the Colorado River Aqueduct.

Location: Perris

County: Riverside

10. CRA Sump System Rehabilitation Completion

Scope: This project will replace or repair corroded piping and pipe supports, replace isolation valves, replace access platforms and ladders, and construct new access platforms.

Location: CRA

County: San Bernardino and Riverside

11. Lakeview Pipeline Stage 2 Relining

Scope: Complete permanent repairs to approximately 3.7 miles of pipeline between the Inland Feeder Pressure Control Facility and the Lake Perris Control Facility.

Location: Riverside

County: Riverside

12. Orange County Right of Way and Infrastructure Protection Project - Stages 2 & 3

Scope: The projects will address access limitations, erosion-related improvement work, and security needs along the surface of Metropolitan's pipelines right-of-way.

Location: Orange County

County: Orange County

13. Mills Finished Water Reservoir Rehabilitation & Mixing Improvements

Scope: Rehabilitate finished water reservoir liners and floating covers with rainwater removal systems, rehabilitate slide gates, install new drop gates, and replace reservoir instrumentation security elements.

Location: Riverside

County: Riverside

14. CRA Storage Buildings

Scope: This project will replace sheds at Hinds, Eagle Mountain, and Iron Mountain Pumping Plants with new storage buildings. The new buildings will be insulated metal storage buildings with roll up doors, entrance doors, electrical outlets, lights, ventilation, asphalt paving around the building perimeter, and a concrete slab and driveway.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

15. San Gabriel Tower Seismic Upgrade

Scope: Seismically retrofit the San Gabriel Tower and make modifications to the Morris Dam connection and other related facilities along the Upper Feeder.

Location: Unincorporated LA County

County: Los Angeles

16. Sepulveda Feeder PCCP Rehab – Reach 1

Scope: Rehabilitate approximately 4.7 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

17. Sepulveda Feeder PCCP Rehab – Reach 2

Scope: Rehabilitate approximately 3.8 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

18. SBVMWD Foothill Pumping Station

Scope: Construction of new interties between the Inland Feeder and Citrus Reservoir and Pump Station. Includes new connecting pipes, isolation valves and vault structures, and installation of new electrical and control components for valve operation

Location: Highland

County: San Bernardino

19. CRA Pumping Plant Utilities

Scope: This project replaces utilities at the CRA pumping plant villages. May be split into more than one construction contract.

Location: Various

County: Riverside

20. Diamond Valley Lake Apprenticeship Training Facility

Scope: This project includes the construction of a training facility at Diamond Valley Lake

Location: Hemet

County: Riverside

21. Hinds Pumping Plant Discharge Valve Platform Replacement

Scope: This project will replace the discharge valve pit platforms in nine discharge valve pits at the Hinds Pumping Plant.

Location: Desert Center

County: Riverside

22. Diemer Chemical System & Tank Farm Upgrades

Scope: This project upgrades the chemical system and tank farm at the Diemer water treatment plant.

Location: Yorba Linda

County: Orange

23. CRA 6.9kV Cables – Units 6-9

Scope: This project replaces 6.9 kV-rated, 3 conductor paper insulated, lead covered (PILC) power cables for units 6 to 9 throughout the Colorado River Aqueduct's five pumping plants with 15 kV-rated, 750 kcmil, 3-conductor, polyethylene-sheathed PILC cables.

Location: Multiple aqueduct pumping plants

County: San Bernardino and Riverside

24. Foothill HEP Seismic Upgrade

Scope: This project is to rehabilitate electrical, instrumentation, mechanical, and structural components of the Foothill Feeder Hydroelectric Plant.

Location: Castaic

County: Los Angeles

25. Inland Feeder – Rialto Pipeline Intertie

Construction of a new intertie pipeline and isolation valve and vault between the Inland Feeder and the Rialto Feeder

Location: San Bernardino

County: San Bernardino

26. Jensen Finished Water Reservoir Rehabilitation & Mixing Improvements

This project will rehabilitate finished water reservoir liner and floating cover with rainwater removal system at the Finished Water Reservoir No. 2, along with modification to inlet structure, support system, effluent weir pump system, plant domestic water system connection, and reservoir gates.

Location: Granada Hills

County: Los Angeles

27. Mills Control System Replacement

Scope: This project replaces the control system at the Mills Water Treatment Plant

Location: Riverside

County: Riverside

28. CRA Desert Region Security Improvements

This project includes physical security improvements at all five Colorado River Aqueduct Pumping Plant facilities and the Camino Switching Station.

Location: Various

County: Riverside

29. Pure Water Southern California

Scope: The Pure Water Southern California Program includes the construction of a phased 150 MGD advanced purification center adjacent to the Los Angeles County Sanitation Districts Joint Water Pollution Control Plant in Carson, up to 60 miles of large diameter pipeline to the San Gabriel Valley, and appurtenant facilities for indirect and direct potable reuse. Work could include both conventional Design/Bid/Build and collaborative delivery project implementation methods.

Location: Carson

Counties: Los Angeles

30. Diamond Valley Lake Wave Attenuator – Stage 2

Scope: Replacement of the existing wave attenuator at Diamond Valley Lake to accommodate greater variations in water levels. Includes demolishing and removing the existing wave attenuator and furnishing and installing a post-tension concrete floating wave attenuator system.

Location: Hemet

County: Riverside

31. Wadsworth Bypass *

Scope: Pipeline with isolation valve to connect the Wadsworth Pump Plant discharge line to the Eastside Pipeline to allow continuous pumping from the Diamond Valley Lake forebay.

Location: Hemet

County: Riverside

32. Perris Valley Pipeline Tunnels *

Scope: Constructing approximately 3,000 linear feet of 97-inch diameter welded steel pipe micro-tunneling and cut and cover including connecting adit tunnel and four shafts.

Location: Riverside County

County: Riverside County

33. Second Lower Feeder – Reach 3B *

Scope: The work consists of rehabilitation of approximately 19,000 linear feet of prestressed concrete cylinder pipe (PCCP) and removing portions of existing PCCP, installing Metropolitan-furnished and Contractor-furnished steel liner pipe, rehabilitating three existing isolation valve structures and two service connections, and installing and removing Palos Verdes Reservoir temporary bypass lines.

Location: Various

County: Los Angeles

* These Covered Projects may be advertised for bid prior to the effective date of the PLA. In such case, an addendum will be issued as part of the bid process to include the PLA after it becomes effective.



Engineering & Operations Committee

Project Labor Agreement Implementation

Item 7-2

October 10, 2022

Project Labor Agreement Implementation

Current Action

- Authorize the General Manager to sign a Project Labor Agreement (PLA) with the Southern California trade councils and unions to cover select construction contracts within the Capital Investment Plan for a term of five years
- Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA

Project Labor Agreement Implementation

Today's Agenda

- Overview of Project Labor Agreements
- Review Recent PLA Initiative Chronology
- March 2022 Board Action & Board-identified Guiding Principles
- PLA Terms
- PLA Administration Support

Project Labor Agreement Implementation

Overview of PLA Attributes and Chronology

- Collective bargaining agreement between unions & contractors
 - Labor harmony (no strikes or craft disputes)
 - Diversity, equity, & inclusion provisions
 - Union & non-union contractors required to use Union Contractors
 - Unions provide qualified & trained craft labor
 - Efficient contract dispute resolution procedures
- PLA Initiative Chronology
 - April & October 2021 Board presentations
 - March 2022 Board action

Project Labor Agreement Implementation

Board-identified Guiding Principles

- Address which projects will be covered by PLA
 - Ensure significant portion of CIP projects are covered
- Develop enhancements in PLA to protect Metropolitan's Business Outreach Program
- Engage pre-apprenticeship training centers in Metropolitan's service area to ensure diverse workforce pool
- Support involvement by apprenticeship programs
- Consider input from contractor organizations
- Set initial duration of PLA

Project Labor Agreement Implementation

PLA Terms - Covered Projects

- Specific list of 33 projects
 - Five-year projection of projects
 - Equates to more than 90% of CIP
- Includes Pure Water Southern California
 - All construction contracts in program will be covered
- Ability to add projects in future
 - Board & labor council approval
- Five-year term on initial PLA

PLA Terms – Workforce Development & Diversity

- Local Workers
 - 60% goal for employment of local workers
 - Metropolitan service area residents
 - Flexible & customizable first tier zip codes
- Transitional workers
 - Transitional worker definition
 - 15% goal for employment of transitional workers
 - One of highest transitional worker requirements in Southern California
- Workforce Development Benefits
 - Required use of Helmets to Hardhats program
 - Construction Career Pipeline Program
 - MC3 Apprenticeship Readiness Programs

PLA Terms – Use of Regional Pre-Apprenticeship Programs

Authorized Building Trades MC3 Apprenticeship Readiness Programs in Los Angeles & Orange Counties

Revise: April 2022 - Active MC3 ARP List

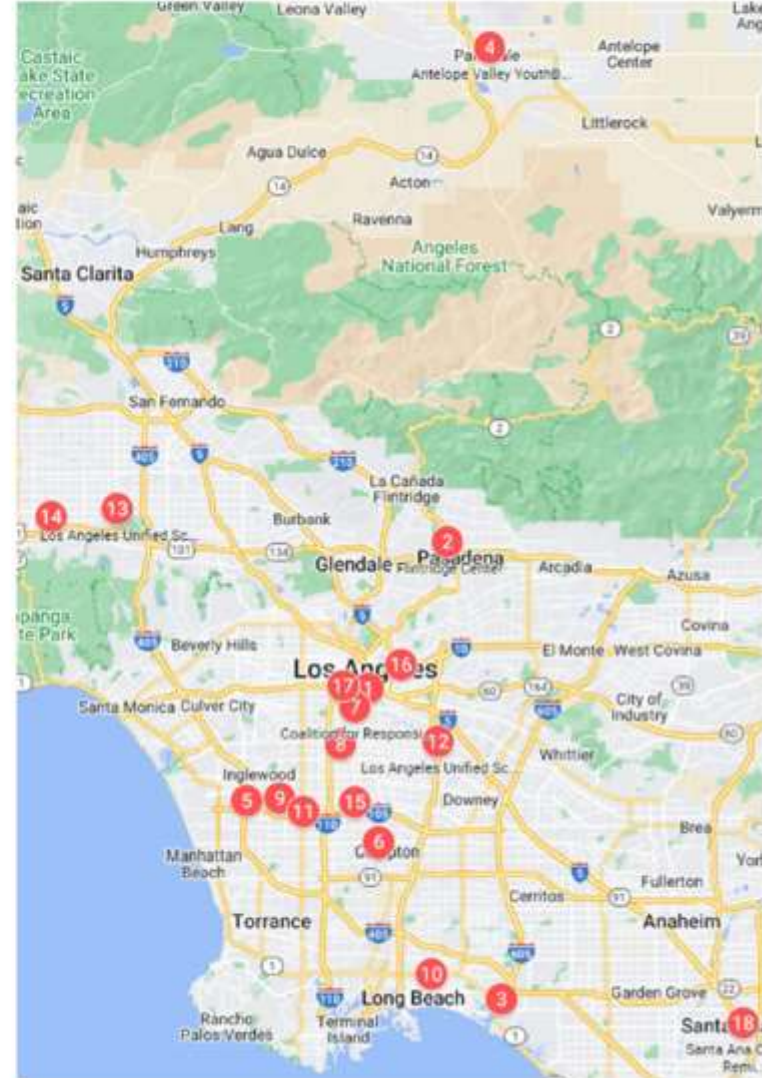
- 1 **Anti-Recidivism Coalition**
1320 East 7th Street, Suite 260, Los Angeles, CA 90021
(213) 955-5885; info@antirecidivism.org
- 2 **Flintridge Center**
236 W Mountain Street, #106, Pasadena, CA 91103
(626) 449-0839; info@flintridge.org
- 3 **Women in Non-Traditional Employment Roles (WINTER)**
690 Studebaker Road, Long Beach, CA 90803
(213) 749-3970; info@winter.org
- 4 **Antelope Valley YouthBuild**
38686 9th St. E, Palmdale, CA 93550
(661) 266-8900; lfleming@avyouthbuild.com
- 5 **Career Expansion, Inc.**
5021 Lennox Blvd., Lennox, CA 90304
(424) 210-2586; dave@careerexpansion.net;
apply@careerexpansion.net
- 6 **Compton YouthBuild**
1108 N. Oleander Ave., Compton, CA 90022
(310) 631-2000
- 7 **Coalition for Responsible Community Development (CRCO)**
2415 S Central Ave, Los Angeles, CA 90011
(213) 743-6193; jguadron@coalitionrcd.org
- 8 **Five Keys Charter School**
5849 Crocker Street, Los Angeles, CA 90003
ChrisF@fivekeys.org; www.fivekeys.org
- 9 **Inglewood Unified School District: Morningside High School**
10500 S Yukon Avenue, Inglewood, CA 90303
(310) 680-5230
- 10 **Long Beach City College**
1305 East Pacific Coast Hwy, Long Beach, CA 90806
(562) 938-3248; wfdev@bcc.edu; www.lbcctraining.com
- 11 **HireLAX - Los Angeles Southwest College**
1600 W Imperial Highway, Los Angeles, CA 90047
hirelax@lawsa.org

- 12 **Los Angeles Unified School District:**
Richard N. Slawson Southeast Occupational Center
5500 Rickenbacker Road, Bell, CA 90201
(323) 729-6400
- 13 **Los Angeles Unified School District:**
Local District North West (High School Programs)
6621 Balboa Boulevard, Van Nuys, CA 91406
(818) 654-3600; achieve.lausd.net/northwest
- 14 **Los Angeles Unified School District:**
West Valley Occupational Center
6200 Winnetka Avenue, Woodland Hills, CA 91367
(818) 346-3540
- 15 **Los Angeles Unified School District:**
Maxine Waters Employment Preparation Center
10925 S Central Avenue, Los Angeles, CA 90059
(323) 357-7700
- 16 **Los Angeles Unified School District:**
**East Los Angeles Occupational Center
& Los Angeles Mission College**
2100 Marengo Street, Los Angeles, CA 90033
(323) 224-5970
- 17 **Century High School / Santa Ana Unified School District**
1401 S Grand Avenue, Santa Ana, CA 92750
(714) 568-7000
- 18 **Santa Ana College Remington Center**
1325 E 4th Street, Santa Ana, CA 92701
(714) 565-2633; www.sac.edu/sac/cte

VIEW MAP ONLINE: [CLICK HERE](#)

For more information regarding any of the programs listed above, please contact:

Ben Garcia
Apprenticeship Readiness Coordinator
Apprenticeship Readiness Fund
Los Angeles/Orange County Building & Construction Trades Council
AFL-CIO
Cell: (213) 505-1016
Email: Ben@laocmc3.org



PLA Terms – Protections for Metropolitan's SBE/DVBE Program

- Unique core employee flexibility for non-union SBEs/DVBEs
 - Core employee definition
 - Applies to micro-Small Businesses with 25 or less employees
 - Three core employees per craft
- The Parties are required to:
 - Participate in and support the enhancement of Metropolitan's Business Outreach Program & MetWorks
 - Provide Metropolitan with lists of union SBEs/DVBEs for outreach with the objective of increasing the participation of union-signatory SBEs & DVBEs
 - Ensure the PLA is not a barrier to participation by SBEs/DVBEs
- Additional resources through the PLA administration team to support SBEs & DVBEs with PLA training & education

Project Labor Agreement Implementation

New Agreement with Parsons Constructors, Inc.

- Competitively selected under RFP 1309
- Scope of work
 - PLA administration
 - Record keeping & reporting assistance
 - PLA negotiations of any revised terms & conditions
 - Dispute resolution at lowest possible level
 - Business Outreach Program support
 - Training of SBE & Non-Union Contractors
 - Training for Metropolitan personnel
 - Bid document & local hiring area support
- NTE Amount: \$5,750,000
- SBE: 25%

Project Labor Agreement Implementation

Alternatives Considered

- PLA for all Metropolitan construction contracts
- PLA for construction contracts with minimum dollar threshold
- Staff to self-administer the PLA
- Selected alternative
 - Selected construction contracts covered by PLA
 - PLA administration led by consultant, with in-house staff oversight

Timeline for PLA Implementation



Board Options

- Option #1
 - a. Authorize the General Manager to sign a PLA with the trade councils of Los Angeles, Orange, Riverside, San Bernardino, San Diego Counties and the Tri-Counties and the signatory unions, and approve its use as a bid condition for select construction contracts within the Capital Investment Plan for a term of five years.
 - b. Authorize an agreement with Parsons Constructors, Inc. in an amount not to exceed \$5,750,000 to administer the PLA.
- Option #2

Do not proceed with implementing a PLA at this time.

Staff Recommendation

- Option #1





● **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-3

Subject

Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA

Executive Summary

Metropolitan has an ongoing program to evaluate the seismic stability of its facilities to maintain reliable operations and to meet current design practices and building codes. Seismic analyses of the La Verne warehouse buildings have concluded that the existing buildings are vulnerable to significant damage in the event of a major earthquake. Additionally, an assessment of storage facilities at the site has shown that the current configuration of these buildings lack sufficient space for storage of critical materials and equipment. Due to this lack of appropriate storage space, many critical inventory items are stored in portable outdoor containers, and other inventory is stored outside and exposed to the elements. This action authorizes an agreement with MWA Architects to provide preliminary design services to replace two of four existing warehouse buildings at the La Verne site with a single larger building, rehabilitate the remaining two warehouse buildings to ensure seismic integrity, and develop enhanced outdoor storage areas.

Details

Background

Metropolitan's La Verne site is located in the city of La Verne and is approximately 150 acres in size. Facilities located at the site include the F. E. Weymouth Water Treatment Plant (Weymouth plant), the water quality laboratory, Metropolitan's main warehouse, machine shops, and other manufacturing facilities, as well as main offices for Metropolitan's fleet services, construction management, field survey, and other services.

The existing warehouse and storage areas are located near the center of the La Verne site. They are comprised of over 10 acres of indoor and outdoor spaces, including four buildings with a combined interior area of 52,000 square feet (sf). The main warehouse (Buildings 30 and 31) was constructed in the late 1960s and includes shipping and receiving, storage space, and office space. The main warehouse serves as Metropolitan's Central Stores by providing procurement services and inventory for the entire Metropolitan organization. Inventory, including materials ranging from personal protective equipment to flange gaskets, valves, hand tools, meter cabinets, chemical items, and hundreds of other supplies are kept for distribution throughout Metropolitan upon request. Building 30 is the only insulated and temperature-controlled storage area at the site, containing approximately 7,000 sf of storage space.

Two adjacent storage buildings (Buildings 32A and 33), which were constructed in the 1970s with a total area of 26,000 sf, provide storage for survey and mapping equipment, and long-term storage of piping and valves that are needed to maintain Metropolitan's distribution system and cannot be stored outdoors. They also provide storage for Metropolitan's investment recovery asset program, which recycles or auctions assets that have reached the end of their useful life, including office furniture and fleet vehicles. These two buildings are not insulated and are prone to leaks during rain events. Adjacent to these buildings are three uncovered outdoor storage areas that provide storage of durable items, such as structural steel, stainless steel plates for fabrication, large valves, large pipe spools, and filter media.

A seismic study of the La Verne Facility determined that the two existing main warehouse buildings would not be able to withstand a 7.0 magnitude earthquake from the nearby Sierra Madre – Cucamonga Fault. This facility is located approximately 1.5 miles from the fault. These single-story precast concrete tilt-up buildings have several deficiencies under this level of an earthquake, including excessive shear stresses on the roof diaphragm, inadequate anchorage of the precast walls, inadequate column shear capacity, and inadequate connections of the steel girders which support the roof deck.

In addition to the seismic deficiencies, the existing facilities are undersized and do not lend themselves to staff's efficient operations. A space planning and site alternatives study of the warehouse facilities conducted in 2018 determined that replacing the building is more cost-effective than retrofitting the existing facilities. The space planning study recommended replacing the two La Verne Site warehouse buildings (Buildings 30 and 31) with one larger building. This insulated and conditioned warehouse space would include new office and restroom facilities. The new building layout would enhance the operational efficiency at the Central Stores by allowing forklifts to easily access all materials from a single floor level when compared to the existing layout that requires navigating forklifts in and out of two buildings with differing pavement levels. The planning study also recommended the rehabilitation of the two existing storage buildings (Buildings 32A and 33), including the replacement of their exterior sheathing, roofing, and insulation. These improvements to the storage buildings will include seismic retrofits for the design earthquake event at the site. The overall storage rehabilitation project would also provide new pavement and canopies for outdoor storage areas.

With the combination of seismic and space deficiencies, staff recommends the following: replacement of Buildings 30 and 31, which have a combined total area of 26,000 sf, with a new warehouse building of 55,000 sf; seismic retrofit and refurbishment of Buildings 32A and 33; and reconfiguration and enhancement of the outdoor storage areas with canopies so that durable items are not directly exposed to the elements. The new and refurbished facilities will have a total indoor area of 81,000 sf and outdoor storage areas of approximately 30,000 sf. Staff recommends proceeding with preliminary design at this time.

In accordance with the April 2022 action on the biennial budget for fiscal years 2022/23 and 2023/24, the General Manager will authorize staff to proceed with the actions described below, pending board award of the design services agreement described below. Based on the current Capital Investment Plan (CIP) expenditure forecast, funds for the work to be performed pursuant to this action during the current biennium are available within the Capital Investment Plan Appropriation for Fiscal Years 2022/23 and 2023/24. This project has been approved by the CIP evaluation team and included in the System Reliability Program.

New La Verne Warehouse Facilities – Preliminary Design

Planned preliminary design activities include development of design criteria; geotechnical investigations; topographic surveys; preparation of civil, architectural, structural, mechanical, electrical, building sustainability, and security system design drawings; and a value engineering workshop.

A total of \$1,800,000 is required for this work. Allocated funds include \$990,000 for preliminary design by MWA Architects, as described below. Allocated funds for Metropolitan staff activities include \$209,000 for technical oversight and review of consultant's work; \$250,000 for environmental support, project management, and project controls; \$200,000 for geotechnical investigations and value engineering to be performed under existing on-call agreements; and \$151,000 for remaining budget. **Attachment 1** provides the allocation of the required funds.

Preliminary Design Services (MWA Architects) – New Agreement

MWA Architects is recommended to provide architectural design services for preliminary design of the new La Verne warehouse facilities. MWA Architects was prequalified via Request for Qualifications No. 1182 and was selected through a competitive process under Request for Proposals No. 1297. MWA Architects was selected for this project based on their staff qualifications, experience with similar projects, and technical approach and methodology.

The planned activities for MWA Architects include preparation of design criteria and preliminary design drawings, preparation of a three-dimensional building model, participation in value engineering workshops, development of an engineer's estimate, completion of a preliminary code analysis, and development of layout

alternatives, sustainability features, and site planning. MWA Architects will conduct site visits and provide architectural, structural, mechanical, electrical, plumbing, and sustainability design services.

This action authorizes an agreement with MWA Architects for a not-to-exceed amount of \$990,000 to provide preliminary design services for La Verne warehouse facilities. For this agreement, Metropolitan has established a Small Business Enterprise participation level of 25 percent. MWA Architects has agreed to meet this level of participation. See **Attachment 2** for a listing of the subconsultants.

Alternatives Considered

Alternatives considered for completing preliminary design activities of seismic upgrades and building improvements included assessing the availability and capability of in-house Metropolitan staff to conduct this work. Metropolitan's staffing strategy for utilizing consultants and in-house Metropolitan staff has been: (1) to assess current work assignments for in-house staff to determine the potential availability of staff to conduct this work; and (2) for long-term rehabilitation projects, when resource needs exceed available in-house staffing or require specialized technical expertise.

This strategy relies on the assumption that in-house engineering staff will handle the baseload of work on capital projects, while professional services agreements are selectively utilized to handle projects above this baseload or where specialized needs are required. This strategy allows Metropolitan's staff to be strategically utilized on projects to best maintain key engineering competencies and to address projects with special needs or issues. After assessing the current workload for in-house staff and the relative priority of this project, staff recommends the use of a professional services agreement for the subject project. This approach will allow for the completion of not only these projects, but also other budgeted capital projects within their current schedules and ensure that the work is conducted in the most efficient manner possible.

Summary

This action authorizes an agreement with MWA Architects in an amount not to exceed \$990,000 to provide engineering services for preliminary design of La Verne warehouse facilities. See **Attachment 1** for the Allocation of Funds, **Attachment 2** for the List of Subconsultants, and **Attachment 3** for the Location Map.

Project Milestone

March 2024 – Complete preliminary design for new La Verne warehouse facilities

Policy

Metropolitan Water District Administrative Code Section 5108: Appropriations

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52790, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. The proposed action consists of basic data collection, research, and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. Accordingly, the proposed action qualifies as a Class 6 Categorical Exemption (Section 15306 of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize an agreement with MWA Architects, in an amount not to exceed \$990,000, for preliminary design of La Verne warehouse facilities.

Fiscal Impact: \$1.8 million in capital funds. All funds will be incurred in the current biennium and have been previously authorized.

Business Analysis: This option will enhance worker safety in the event of a major earthquake, and will improve Metropolitan's storage needs for operations and other business requirements.

Option #2



Do not authorize an agreement with MWA Architects.

Fiscal Impact: None

Business Analysis: This option would forego an opportunity to reduce the risk of damage to the La Verne warehouse facilities in the event of a major earthquake. Staff would continue to assess potential initiatives to minimize the risk of disruption to Metropolitan warehouse storage and would continue to store critical materials outdoors.

Staff Recommendation

Option #1

| | |
|---|-------------------|
|  John V. Bednarski Chief Engineer/Manager Engineering Services | 9/21/2022 Date |
|  Adel Hagekhalil General Manager | 9/27/2022 Date |

Attachment 1 – Allocation of Funds

Attachment 2 – Listing of Subconsultants

Attachment 3 – Location Map

Ref# es12686925

Allocation of Funds for La Verne Warehouse Facilities

| | Current Board Action (Oct. 2022) |
|---|---|
| Labor | |
| Studies & Investigations | \$ 209,000 |
| Final Design | - |
| Owner Costs (Program mgmt., envir. monitoring) | 250,000 - |
| Submittals Review & Record Drwgs. | - |
| Construction Inspection & Support | - |
| Metropolitan Force Construction | - |
| Materials & Supplies | - |
| Incidental Expenses | - |
| Professional/Technical Services | |
| MWA Architects | 990,000 |
| Value engineering consultant | 60,000 |
| Geotechnical engineering consultant | 140,000 |
| Right-of-Way | - |
| Equipment Use | - |
| Contracts | - |
| Remaining Budget | 151,000 |
| Total | \$ 1,800,000 |

The total amount expended for La Verne Warehouse facilities is approximately \$93,000. The total estimated cost to complete this project, including the amount appropriated to date, funds allocated for the work described in this action, and future construction costs, is anticipated to range from \$28 million to \$31 million.

The Metropolitan Water District of Southern California
Subconsultants for Agreement with MWA Architects
La Verne Warehouse Facilities

| Subconsultant |
|---|
| Black & Veatch Los Angeles, California |
| IDS Group Irvine, California |
| Leland Saylor Associates Los Angeles, California |





Engineering & Operations Committee

La Verne Warehouse Facilities

Item 7-3

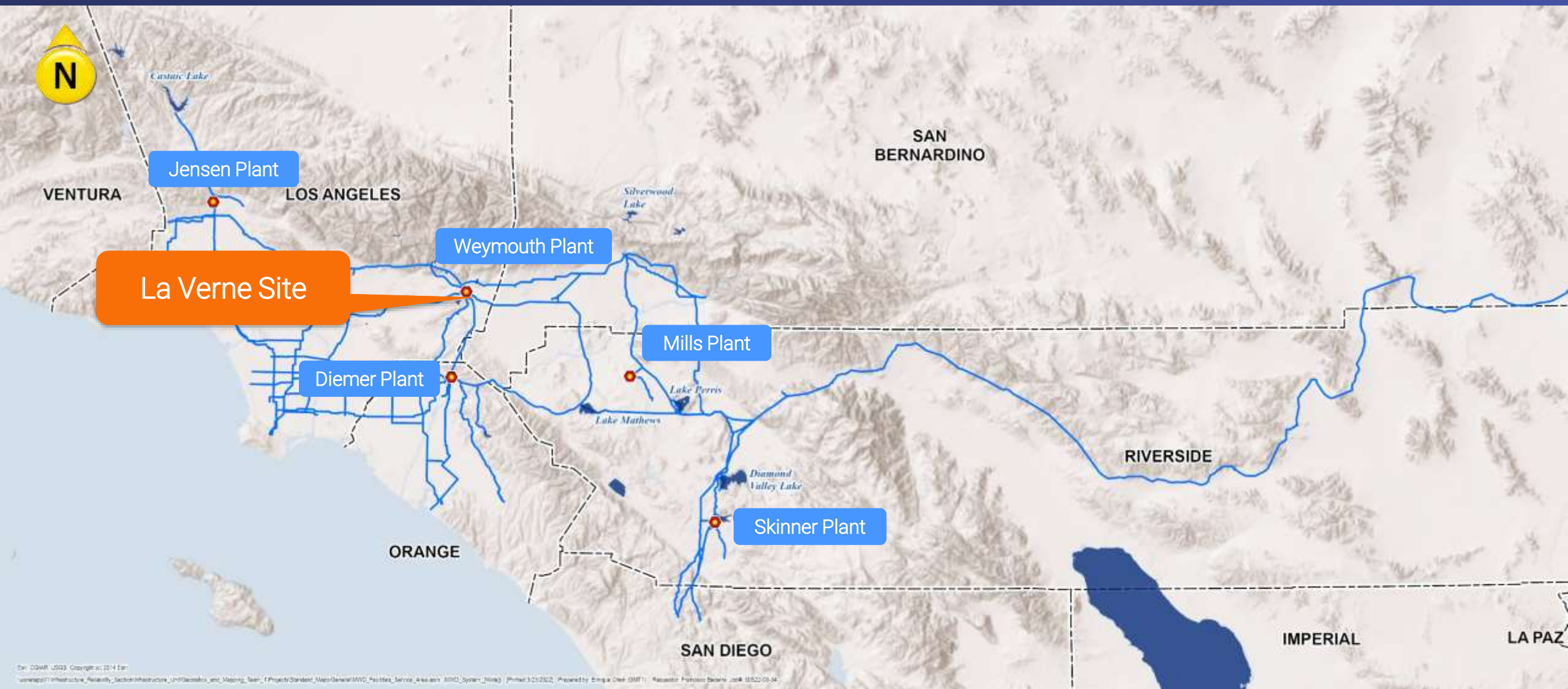
October 10, 2022

La Verne Warehouse Facilities

Current Action

- Authorize an agreement with MWA Architects in an amount not to exceed \$990,000 for preliminary design of new warehouse facilities at Metropolitan's La Verne site

Distribution System

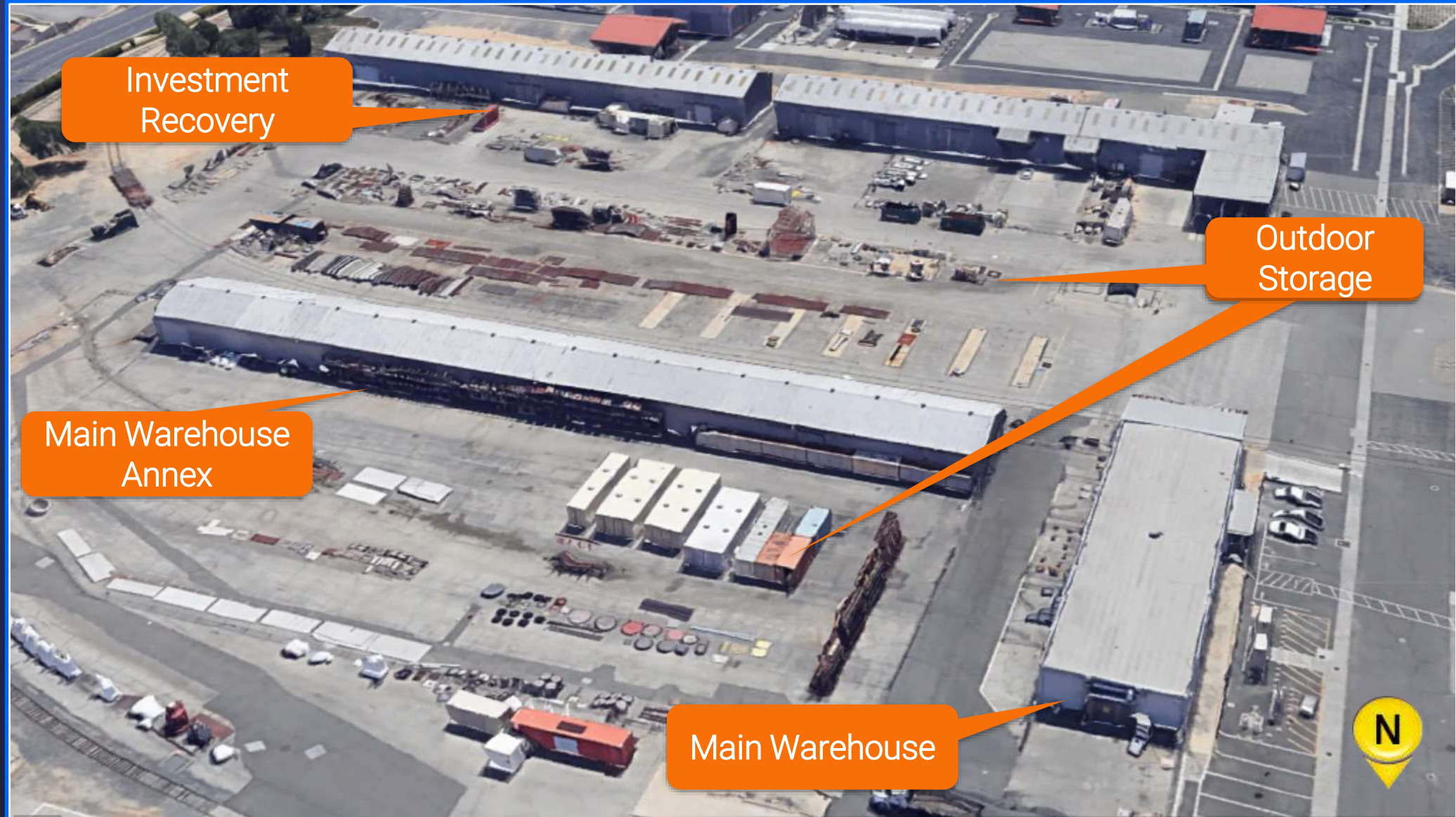


La Verne Site

La Verne Warehouse Facilities



Background



La Verne Warehouse Facilities

Background

- Recent seismic study
 - Buildings unable to withstand 7.0 magnitude earthquake
 - 1.5 miles from Sierra Madre–Cucamonga Fault
- Space planning findings
 - More economical to replace than retrofit main warehouse bldgs.
 - More insulated storage needed
 - More space needed to maneuver forklift



Main Warehouse Building



Main Warehouse Annex

La Verne Warehouse Facilities

Planned Scope of Improvements

- Replace both warehouse buildings with a single building
 - Increase size from 26,000 sf to approximately 55,000 sf of insulated & conditioned space
- Refurbish investment recovery storage buildings
 - New roof & siding
 - Seismic upgrades
- Provide canopies for outdoor storage areas
 - Approx. 30,000 sf

La Verne Warehouse Facilities

MWA Architects Agreement

- Competitively selected under RFP 1297
- Scope of Work
 - Prepare design criteria & preliminary design drawings
 - Alternative layouts, sustainability features, & site planning
 - Three-dimensional building model
 - Participate in value engineering workshops
 - Develop an engineer's estimate & preliminary code analysis
 - Conduct architectural, structural, mechanical, electrical, plumbing, & sustainability design services
- NTE amount: \$990,000
- SBE participation level: 25%

La Verne Warehouse Facilities

Metropolitan Scope

- Environmental support for CEQA
- Plant coordination
- Project management, survey/mapping, & design review
- Technical oversight

Other Work Performed through On-call Agreements

- Value engineering
- Geotechnical investigations

Allocation of Funds

La Verne Warehouse Facilities

Metropolitan Labor

| | |
|--------------------------------|------------|
| Program mgmt. & envir. support | \$ 250,000 |
|--------------------------------|------------|

| | |
|--------------------------|---------|
| Studies & investigations | 209,000 |
|--------------------------|---------|

Professional Services

| | |
|----------------|---------|
| MWA Architects | 990,000 |
|----------------|---------|

| | |
|-------------------|--------|
| Value engineering | 60,000 |
|-------------------|--------|

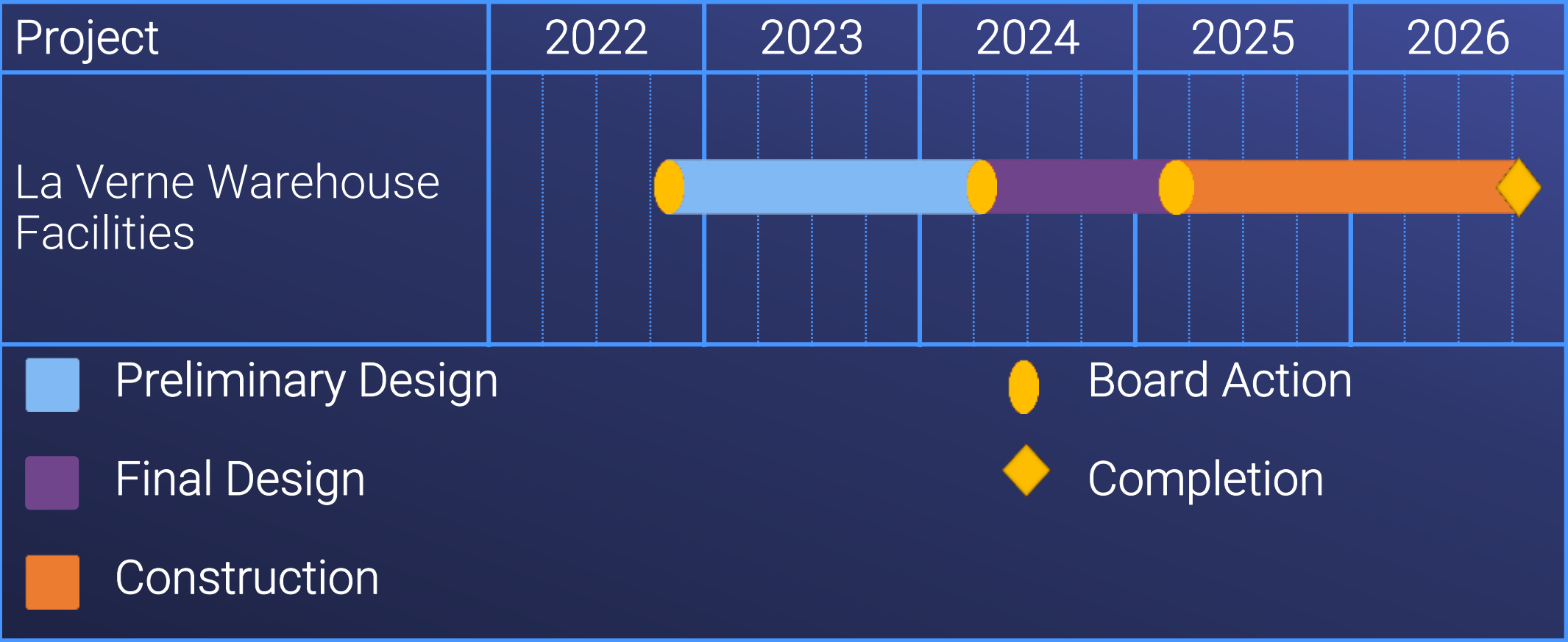
| | |
|--------------------------|---------|
| Geotechnical engineering | 140,000 |
|--------------------------|---------|

| | |
|------------------|---------|
| Remaining Budget | 151,000 |
|------------------|---------|

| | |
|-------|-------------|
| Total | \$1,800,000 |
|-------|-------------|

Total project cost is anticipated to range from \$28M to \$31M.

Project Schedule



Board Options

- Option #1

Authorize an agreement with MWA Architects, in an amount not to exceed \$990,000, for preliminary design of La Verne warehouse facilities.

- Option #2

Do not authorize an agreement with MWA Architects.

Staff Recommendation

- Option #1





- **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-4

Subject

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum of five years for engineering services; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Staff's strategy for the management of capital and O&M work is to rely on in-house engineering staff to accomplish the base load of projects, while professional services agreements are selectively utilized to handle projects above this base load or where specialized services are required. This action authorizes five new professional services agreements to provide engineering support for capital and O&M projects. The five new agreements will be the on-call type, which are typically used for shorter-term assignments, urgent projects, and projects with specialized technical needs. The recommended maximum amounts of these agreements are \$10 million each for Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group. The maximum duration of these engineering services agreements will be five years.

Details

Background

Metropolitan's Board adopts an operating budget biennially that includes planned expenditures for capital programs, which are aggregated within the Capital Investment Plan (CIP). The CIP contains the programs and projects necessary for ensuring the reliability of Metropolitan's infrastructure, operating systems, and other assets. Staff's approach for the design of capital projects is to use available in-house staff first, with professional consultant services used only where appropriate. This approach maintains a stable, responsive, and experienced in-house workforce, and is consistent with Metropolitan's succession planning efforts.

When resource needs exceed available in-house staffing or require specialized technical expertise, Metropolitan uses a combination of project-specific and on-call professional services agreements. Firms are competitively evaluated, resulting in a list from which both project-specific and on-call agreements are executed as capital project needs are identified. Project-specific agreements are negotiated for an amount needed to cover specific tasks on a specific project, with agreements over \$250,000 approved by the Board. By contrast, on-call agreements are multi-year agreements with not-to-exceed amounts. These types of agreements have been used extensively in the past and provide a high degree of flexibility to respond to schedule or scope adjustments, allow quicker delivery times, and lower administrative costs for both Metropolitan and the consultants. For these types of agreements, consultants are assigned work only after specific tasks are identified by staff, up to the not-to-exceed amounts of the contracts. These on-call agreements have been successfully relied upon for over 15 years for the efficient execution of capital projects. Typically, Engineering Services has between five and ten on-call agreements for design services available for use at any one time and has utilized approximately 60 percent of the agreement capacities since inception.

Over the next several fiscal years, a number of projects have been identified that will require engineering services beyond the level that can be supported by in-house staff. These projects will be located along the Colorado River

Aqueduct (CRA), within the conveyance and distribution system, and at Metropolitan's treatment plants, and will address critical programs such as rehabilitation of the CRA electrical systems, hydroelectric plants, valves structures, and infrastructure modifications needed to improve water reliability and address water supply equity. For these projects, it is anticipated that supplemental engineering support will be needed in the areas of: (1) electrical systems; (2) instrumentation and controls; (3) communications; (4) security systems; (5) mechanical equipment refurbishment; (6) pipeline and valve structure rehabilitation; (7) heating, ventilation, and air conditioning improvements; (8) site and erosion protection improvements; (9) treatment processes and chemical feed systems; (10) seismic and other structural upgrades; and (11) preparation of record drawings.

Multiple five-year on-call agreements are recommended to ensure that staff is able to execute the planned work in the CIP over the upcoming fiscal years. With the approval of the current two-year operating budget, the planned expenditures for the CIP have been increased from \$500 million to \$600 million. In subsequent years within the current 10-year CIP, the planned expenditures will be escalated by three percent per year so that at the end of the 10-year CIP window, planned annual expenditures for the CIP will be approximately \$380 million. At the same time, in-house staff levels available to work on the CIP have been held constant, with no anticipated increases in the current budget cycle. Consequently, staff recommends board authorization of five new multi-year agreements to replace agreements that have already expired or will soon expire in order to ensure the timely execution of the CIP over the next several years.

In support of Metropolitan's goal of increasing business opportunities for Small Business Enterprise (SBE) firms, staff establishes SBE participation levels for the vast majority of professional services agreements for capital projects. The only exceptions are for highly specialized areas of expertise, or for the uncommon occasions when sub-consulting opportunities are limited.

Agreements for Engineering Services – Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group

Request for Qualifications (RFQ) No. 1305 was issued in March 2022 to establish a pool of qualified firms to support projects related to Metropolitan's conveyance, distribution, storage, and treatment facilities. Planned engineering services to be provided under the resulting agreements were identified in the RFQ and include conceptual, preliminary, and final design support for new facilities and rehabilitation of existing facilities; field investigations; planning studies; specialized technical analyses and reviews; cost estimating; engineering support during bid, advertisement, and construction; and project controls. The RFQ covered services in four categories: water treatment facilities, conveyance and distribution facilities, large rotating equipment, and power distribution. The consultants submitted Statements of Qualifications (SOQs) for one or more of these four categories. Twenty-one firms submitted SOQs, which were then evaluated based on qualifications, key personnel, experience related to planned projects, past performance, environmental sensitivity, and business outreach. All of the 21 firms were prequalified to provide services under one or more of the above categories through this process and will be eligible to submit proposals on project-specific agreements within the categories of work for which they were prequalified.

Agreements are currently in place with 17 of the 21 prequalified firms, with a combined total of approximately \$85 million in authorized agreements to date. Twelve of these existing agreements are on-call agreements, and the remaining are project-specific agreements. Seven of the existing on-call agreements have recently expired or will expire soon or have insufficient remaining contracting capacity to conduct the required activities. New on-call agreements are recommended to be awarded at this time to five prequalified firms based on staff's current assessment of technical resources needed for capital projects over the next several fiscal years. New agreements are recommended with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group. These firms were selected through the evaluation process described above.

This action authorizes on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group in an amount not to exceed \$10 million each per contract. The maximum duration of the agreements will be five years. Staff will return to the Board in the future to authorize additional agreements if a need for such work is identified.

Funding for the work to be assigned to the consultants under on-call agreements is available within Metropolitan's capital expenditure plan. No work is guaranteed to the consultants under these agreements.

For each of the agreements, Metropolitan has established an SBE participation level of 25 percent of the amount of the agreement. All prequalified firms have committed to meet this level of participation.

Alternatives Considered

Staff considered using the on-call agreements as they have typically been structured, with yearly annual limits on the expenditures over a specified duration of time. In the past, when planned expenditures on the CIP were lower, this approach of having annual expenditure limits was acceptable as staff could successfully manage the consultant's work assignments versus expected project schedules. Since the Board approved the current CIP appropriation process in October 2018, staff has been more effective at utilizing budgeted CIP funds in the execution of projects. This enhanced efficiency, however, has not worked well with the current structure of the on-call agreements with annual expenditure limits. On several occasions over the last three years, the annual expenditure caps on these agreements have limited timely progress on projects. When the annual expenditure limit for an agreement is reached, work on several projects has been suspended until such time as the annual on-call agreement rolls over to the next agreement year, and the annual agreement expenditure limit is reset.

With the recommended approach to structuring the agreements, the five recommended on-call agreements will be modified from previous practice. Instead of utilizing annual expenditure limits on the agreements, agreements will be set with a specific time limit of five years and a maximum expenditure for that five-year period of time. Under the recommended approach, there would no longer be an annual expenditure limit on each agreement. Staff will manage the expenditures for each consultant on a task order basis such that those specific deliverables and other measurable products are delivered by the consultant during the life of the contract. This approach will enable staff to ensure the timely completion of specific engineering work on projects.

Summary

This action authorizes on-call agreements for engineering services with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in an amount not to exceed \$10 million each per contract for a maximum duration of five years.

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52778, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because they involve continuing administrative activities (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not subject to CEQA because they involve other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State of CEQA Guidelines)

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum period of five years for engineering services.

Fiscal Impact: None; funding for the work to be assigned to the consultants under on-call agreements and performed this biennium has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets. In addition, no work is guaranteed to the consultants under these agreements.

Business Analysis: Contracting with multiple firms provides flexibility and an efficient means for Metropolitan to obtain needed technical services and to complete capital projects in accordance with board-adopted schedules.

Option #2

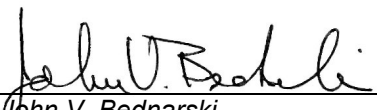
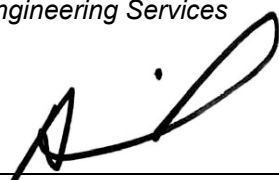
Do not authorize the consulting agreements at this time.

Fiscal Impact: None

Business Analysis: Under this option, Metropolitan staff would perform the engineering activities, or would request board authorization for agreements on a project-specific basis. This option would forego an opportunity to reduce administrative costs or address urgent projects promptly.

Staff Recommendation

Option #1

| | |
|--|-------------------|
|  John V. Bednarski Chief Engineer/Manager Engineering Services | 9/22/2022 Date |
|  Adel Hagekhalil General Manager | 9/27/2022 Date |

Ref# es12685021



Engineering & Operations Committee

Professional Services Agreements for Engineering Services

Item 7-4

October 10, 2022

Professional Services Agreements for Engineering Services

Current Action

- Authorize on-call agreements in amounts not to exceed \$10 million each, for a maximum of five years for engineering services
 - Brown and Caldwell
 - CDM Smith, Inc.
 - Carollo Engineers
 - Jacobs Engineering Group, Inc.
 - Parsons Transportation Group

Professional Services Agreements for Engineering Services

Staffing Strategy for Capital Programs

- Rely on in-house labor to fullest extent possible
- Use consultants:
 - When capital resource needs exceed available staffing
 - For specialized technical expertise/skills
 - For independent/3rd party review
- Planned CIP expenditures for current biennium—\$600M
- Funding available within Metropolitan capital expenditure plan
 - Work is not guaranteed to consultants

Professional Services Agreements for Engineering Services

Professional Services Agreements

- On-Call Agreements
 - Typically utilized for shorter-term assignments, urgent projects, etc.
 - Allows for flexibility, expedited project delivery
- Project Specific Agreements
 - Required for projects over extended duration, or larger project scopes
 - Approved individually by the Board over \$250K

Professional Services Agreements for Engineering Services

Example Projects

- Treatment Plant Facilities
 - Chemical storage & feed system upgrades
 - Washwater reclamation plant improvements



Chemical Storage &
Feed Facility Upgrades



Washwater Reclamation Plant
Rehabilitation

Professional Services Agreements for Engineering Services

Example Projects

- Storage & Distribution Facilities
 - Pressure control structure upgrades
 - Pipeline & valve improvements
- Finished Water Reservoirs
 - Floating cover & liner replacements



Reservoir Rehabilitation



2.4kV Switchgear Replacement

Professional Services Agreements for Engineering Services

Request for Qualifications (RFQ) 1305

- Issued March 2022 to establish pool of qualified firms
 - 21 firms responded; all firms were determined to be qualified
 - Five firms recommended for agreements at this time
- Covered services in four categories:
 - Water treatment facilities
 - Conveyance & distribution facilities
 - Large rotating equipment
 - Power distribution
- Services to be provided include:
 - Planning, conceptual, preliminary & final designs
 - Specialized technical analyses
 - Support during bid, advertisement & construction
 - SBE participation level – 25% of agreement amount

Professional Services Agreements for Engineering Services

Alternatives Considered

- Utilize on-call agreements as typically structured
 - Yearly annual limit
 - May require pausing consultant support if annual expenditure limit reached
- Selected Alternative – on-call agreements with a maximum expenditure for the term
 - Allows timely completion of work
 - Lowers administrative costs

Board Options

- Option #1

Authorize on-call agreements with Brown and Caldwell, CDM Smith, Inc., Carollo Engineers, Inc., Jacobs Engineering Group, Inc., and Parsons Transportation Group, in amounts not to exceed \$10 million each, for a maximum period of five years for engineering services.

- Option #2

Do not authorize the consulting agreements at this time.

Staff Recommendation

- Option #1





● **Board of Directors**
Engineering and Operations Committee

10/11/2022 Board Meeting

7-5

Subject

Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for a maximum of three years for construction management and inspection services to support board-authorized Capital Investment Plan projects; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Staff's strategy for the management and inspection of construction work is to rely on in-house staff to accomplish the base load of projects, while professional services agreements are selectively utilized to support projects above this base load or where specialized services are required. This action authorizes three new professional services agreements with three firms for construction management and inspection services. The three new agreements will be the on-call type, which are typically used for shorter-term assignments, urgent projects, and projects with specialized technical needs. The maximum duration of these construction management and inspection services agreements will be three years.

Details

Background

Metropolitan's Board adopts an operating budget biennially that includes planned expenditures for capital programs, which are aggregated within the Capital Investment Plan (CIP). The CIP contains the programs and projects necessary for ensuring the reliability of Metropolitan's infrastructure, operating systems, and other assets. Staff's approach for the construction management and inspection of capital projects is to use available in-house staff first, with professional consultant services used only where appropriate. Typical assignments for the consultant inspectors include: foreign and domestic shop inspections, field inspections at Metropolitan construction sites, and general construction management activities. Metropolitan staff typically retain all contract administration activities on construction contracts. This approach maintains a stable, responsive, and experienced in-house workforce, and is consistent with Metropolitan's succession planning efforts.

When inspection resource needs exceed available in-house staffing or require specialized technical expertise, Metropolitan uses a combination of project-specific and on-call professional services agreements. Firms are competitively evaluated, resulting in a list of qualified firms from which both project-specific and on-call agreements are executed as capital project needs are identified. Project-specific agreements are negotiated for an amount needed to cover specific tasks, with project-specific agreements over \$250,000 approved by the Board. By contrast, on-call agreements are multi-year with not-to-exceed amounts and can be used to provide staff support on multiple projects. On-call agreements provide a high degree of flexibility to respond to schedule or scope adjustments, allow quicker delivery times, and lower administrative costs for both Metropolitan and the consultants. For these types of agreements, consultants are assigned work only after specific tasks are identified by staff, up to the not-to-exceed amounts of the contracts. These on-call agreements have been successfully relied upon for over 15 years, and over this time period, approximately 50 percent of the original agreement capacities have been utilized during the life of the agreements. Typically, between five and ten construction management and inspection on-call agreements are active and available for use at any one time. Two agreements are currently in place with two firms for construction management and inspection services, with a current

combined total of approximately \$9.4 million in authorized agreements. Three agreements expired in July 2022, and one of the on-call agreements currently in place will expire soon.

Over the next several fiscal years, a number of projects have been identified that will require construction management and inspection services beyond the level that can be supported by current in-house staff levels. To address this need, Requests for Proposals (RFPs) were recently issued in three categories: Western region conveyance and distribution system projects, prestressed concrete cylinder (PCCP) and pipeline rehabilitation projects, and Colorado River Aqueduct (CRA) projects. These categories represent a collection of major projects which will be coming to the Board for approval of construction contracts over the next several years. Subsequent construction contracts that may require construction management and inspection support by consultants over the next several years include: (1) Second Lower Feeder-Reach 3B PCCP Rehabilitation; (2) Perris Valley Pipeline Tunnel; (3) Sepulveda Feeder-Reach 1 PCCP Rehabilitation; (4) Sepulveda Feeder-Reach 2 PCCP Rehabilitation; (5) Wadsworth Pumping Plant Bypass; (6) Inland Feeder/Badlands Tunnel Surge Protection Facility; (7) Foothill Pump Station/Inland Feeder Intertie; (8) Inland Feeder/Rialto Pipeline Intertie; (9) Foothill Hydroelectric Plant Seismic Retrofit; (10) CRA Transformer Procurement; and (11) CRA Conduit Structural Protection.

With the approval of the current two-year operating budget, the planned expenditures for the CIP have been increased from \$500 million to \$600 million. At the same time, in-house staff levels available to work on the CIP have been held constant, with no anticipated increases in the current budget cycle. Consequently, staff recommends board authorization of three new multi-year agreements, to replace agreements that have already expired or will soon expire, and facilitate the timely execution of the CIP over the next several years.

In support of Metropolitan's goal of increasing business opportunities for Small Business Enterprise (SBE) firms, staff establishes SBE participation levels for the vast majority of professional services agreements for capital projects. The only exceptions are for highly specialized areas of expertise, or for the uncommon occasions when sub-consulting opportunities are limited.

Agreements for Construction Management and Inspection Services – Berg & Associates, Inc., Butier Engineering, Inc., and MARRS Services, Inc.

Request for Qualification No. 1231, issued in August 2019, established a pool of eight prequalified firms for consideration for upcoming on-site inspection and construction contract administration services (project-specific or on-call). RFPs No. 1304, 1306, and 1319 were then issued to these firms in 2022 to receive proposals from the pool of qualified firms to provide specific on-site inspection and construction contract administration services for Metropolitan's conveyance, distribution, and storage facilities. As described above, the RFPs solicited proposals for services in three areas: (1) Western region projects; (2) PCCP and pipeline rehabilitation; and (3) CRA projects.

Staff evaluated proposals received based on qualifications, key personnel, and their availability for RFPs, which specified regions, experience related to planned projects, past performance, environmental sensitivity, and business outreach. Following this evaluation, staff recommends that three agreements be awarded at this time to the following firms: MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc.

A new three-year on-call agreement is recommended to be awarded at this time to MARRS Services, Inc., in an amount not to exceed \$6.7 million, based on the firms' key personnel, past performance, and experience related to providing construction management and inspection services for PCCP and other pipeline projects (RFP 1306) and CRA projects (RFP 1319).

A new three-year on-call agreement is also recommended to be awarded at this time to Butier Engineering, Inc., in an amount not to exceed \$4.4 million, based on the firm's key personnel, past performance, and demonstrated experience providing construction management and inspection services for a wide variety of infrastructure rehabilitation projects, similar to those planned in Metropolitan western operation region (RFP 1304) and PCCP and other pipeline projects (RFP 1306).

Finally, a new three-year on-call agreement is recommended to be awarded at this time to Berg & Associates, Inc., in an amount not to exceed \$3.5 million, based on the firm's key personnel, past performance, and demonstrated experience providing construction management and inspection services for a wide variety of infrastructure rehabilitation projects, similar to those planned in Metropolitan western operation region (RFP 1304).

For each of the agreements, work assignments will be issued to the consultant through task orders on a project-by-project basis at negotiated rates. Staff may return to the Board in the future to authorize additional agreements if a need for such work is identified.

Funding for the work to be assigned to the consultants under on-call agreements is available within Metropolitan's capital expenditure plan. No work is guaranteed to the consultants under these agreements. For each of the agreements, Metropolitan has established an SBE participation level of 25 percent of the amount of the agreement. All prequalified firms have committed to meet this level of participation.

Alternatives Considered

Staff considered using on-call agreements as they have typically been structured, yearly annual limits on the expenditures over a specified duration of time. However, this approach has not been as efficient since the Board approved the current CIP appropriation process in October 2018, due to the increase in the number of projects in construction. On several occasions, when the annual expenditure for an agreement is reached, consultant support on several projects has been suspended until such time as the annual costs are reconciled and the annual limits roll over to the next contract year.

With the selected alternative, the structure of the three recommended on-call agreements have been modified from previous practice. Instead of utilizing annual expenditure limits on the agreements, agreements will be set with a specific time limit of three years and a maximum expenditure for that term. Under the new approach, there would no longer be an annual expenditure limit on each agreement. Staff will manage the expenditures for each consultant on a task order basis such that specific deliverables and other measurable products are delivered by the consultant during the life of the contract.

Summary

This action authorizes on-call agreements with MARRS Services, Inc. in an amount not to exceed \$6.7 million; Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

Policy

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 52778, dated April 12, 2022, the Board appropriated a total of \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because they involve continuing administrative activities (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not subject to CEQA because they involve other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State of CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize on-call agreements with: (1) MARRS Services, Inc. in an amount not to exceed \$6.7 million; (2) Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and (3) Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

Fiscal Impact: None, funding for the work to be assigned to the consultants under on-call agreements and performed this biennium has been previously authorized. Future costs will be accounted for and appropriated under subsequent biennial budgets. In addition, no work is guaranteed to the consultants under these agreements.

Business Analysis: Contracting with multiple firms provides flexibility and an efficient means for Metropolitan to obtain needed technical services and completion of capital projects in accordance with board adopted schedules.

Option #2

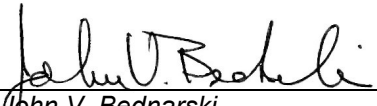

Do not authorize the consulting agreements at this time.

Fiscal Impact: None

Business Analysis: Under this option, Metropolitan staff would perform the inspection activities, or would request board authorization for agreements on a project-specific basis. This option would forego an opportunity to reduce administrative costs or address urgent projects promptly.

Staff Recommendation

Option #1

| | |
|---|----------------------------|
|  _____ John V. Bednarski Chief Engineer/Manager Engineering Services | 9/21/2022 _____ Date |
|  _____ Adel Hagekhalil General Manager | 9/27/2022 _____ Date |

Ref# es12689193



Engineering & Operations Committee

Professional Services Agreements for Construction Management and Inspection Services

Item 7-5

October 10, 2022

Professional Services Agreements for Construction Management Services

Current Action

- Authorize on-call agreements with MARRS Services, Inc., Butier Engineering, Inc., and Berg & Associates, Inc., in amounts not to exceed \$6.7 million, \$4.4 million, and \$3.5 million, respectively, for construction management and inspection services

Construction Management

- Five teams
- Staff of fifty inspectors, engineers, & administrative support staff



Weymouth - ORP



Managers



Fabrication Inspection



Materials Testing

Construction Management Involved in All Project Phases

- Planning & Design
 - Constructability review
- Advertisement & Contract Award
 - Pre-bid conference
 - Pre-construction meeting
- Construction
 - On-site contract administration
 - On-site inspection & testing
 - Off-site fabrication inspection
- Warranty & Legal Support



Second Lower Feeder – PCCP Rehabilitation

Professional Services Agreements for Construction Management Services

Staffing Strategy for Capital Programs

- Rely on in-house labor to fullest extent possible
- Use consultants:
 - When capital resource needs exceed available staffing
 - For specialized technical expertise/skills
 - For independent/3rd party review
- Planned CIP expenditures – \$600M for current biennium

Professional Services Agreements for Construction Management Services

Professional Services Agreements

- Project Specific Agreements
 - Required for projects with extended duration, or larger project scopes
 - Approved individually by the Board over \$250K
- On-Call Agreements
 - Typically utilized for shorter-term assignments, urgent projects, etc.
 - Allows for flexibility, expedited project delivery
- Funding available within Metropolitan capital expenditure plan
 - Work is not guaranteed to consultants

Professional Services Agreements for Construction Management Services

Alternatives Considered

- Utilize on-call agreements as typically structured
 - Yearly annual limit
 - May require pausing consultant support if annual expenditures are reached
- Selected Alternative – on-call agreements with a maximum expenditure for the term
 - Allows timely completion of work
 - Lowers administrative costs

Professional Services Agreements for Construction Management Services

Example Projects

- Western Region Projects
 - Second Lower Feeder Reach 3B PCCP Rehabilitation
- Sepulveda Feeder PCCP Rehabilitation



PCCP Rehabilitation

Professional Services Agreements for Construction Management Services

Example Projects

- PCCP & Pipeline Projects
 - Orange County Feeder Relining
 - Etiwanda Pipeline Relining



Pipeline Projects

Professional Services Agreements for Construction Management Services

Example Projects

- Colorado River Aqueduct Projects
 - CRA transformer procurement
 - CRA conduit structural protection
 - Copper Basin discharge valve replacement



Transformers



Copper Basin Discharge Valve

Professional Services Agreements for Construction Management Services

Request for Proposals (RFPs)

- Issued to the pool of qualified firms in 2022
 - Six firms responded
 - Three firms selected for agreements at this time
- Covered services in 3 categories:
 - Western region projects (RFP 1304)
 - PCCP & pipeline rehabilitation (RFP 1306)
 - Desert region (CRA) projects (RFP 1319)
- Services to be provided include:
 - Construction inspection
 - On-site contract administration
- SBE participation level – 25% of agreement amount

Board Options

- Option #1

Authorize on-call agreements with: (1) MARRS Services, Inc. in an amount not to exceed \$6.7 million; (2) Butier Engineering, Inc. in an amount not to exceed \$4.4 million; and (3) Berg & Associates, Inc. in an amount not to exceed \$3.5 million for construction management and inspection services, each with a duration of three years.

- Option #2

Do not authorize the consulting agreements at this time.

Staff Recommendation

- Option #1





• **Board of Directors**
Organization, Personnel and Technology Committee

10/11/2022 Board Meeting

7-6

Subject

Approve the Metropolitan Water District of Southern California's salary schedules pursuant to CalPERS regulations; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Pursuant to the California Code of Regulations, Section 570.5, Metropolitan's Board of Directors is required to approve an annual salary schedule, meeting specific requirements as outlined in the Code.

Details

Background

Pursuant to the CalPERS regulations, California Code of Regulations, Section 570.5, employee salaries must be delineated in a salary schedule that meets the following requirements:

1. Approved and adopted by the employer's governing body according to the requirements of applicable public laws.
2. Identifies the position title for every employee position.
3. Shows pay rate for each identified position, which may be stated as a single amount or amounts within a range.
4. Indicates the time base.
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website.
6. Indicates an effective date and date of any revisions.
7. Is retained by the employer and available for public inspection for not less than five years.
8. Does not reference another document in lieu of disclosing the pay rate.

To comply with the requirements, The Metropolitan Water District of Southern California's salary schedules for the following dates are attached for the Board's approval.

Effective date:

- June 27, 2021 (**Attachment 1**)
- June 26, 2022 (**Attachment 2**)

The approval of these salary schedules will ensure Metropolitan's compliance with the California Code, the negotiated Memoranda of Understanding (MOUs), and Administrative Codes. This will also ensure employees' retirement calculations will be based on the appropriate rate of pay.

Policy

Metropolitan Water District Administrative Code Section 6207: Positions Authorized

Metropolitan Water District Administrative Code Section 6208 Pay Rate Administration

Metropolitan Water District Administrative Code Section 6500: Hourly Pay Rate Schedule

Metropolitan Water District Administrative Code Section 11104: Delegations of Responsibilities

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action involves continuing administrative activities, such as general policy and procedure making, and will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Approve the attached salary schedules.

Fiscal Impact: There is no fiscal impact associated with this board action.

Business Analysis: If approved, Metropolitan will be in compliance with the California Code of Regulations, Section 570.5, and the negotiated MOUs.

Option #2

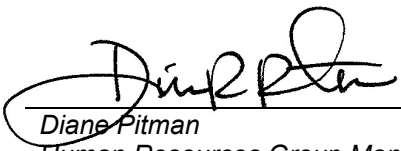
Do not approve the salary schedules.

Fiscal Impact: None

Business Analysis: If not approved, Metropolitan will not be in compliance with the California Code of Regulations, Section 570.5, and the negotiated MOUs.

Staff Recommendation

Option #1



Diane Pitman
Human Resources Group Manager

9/28/2022

Date

Adel Hagekhalil
General Manager

10/3/2022

Date

**Attachment 1 – Metropolitan Water District of Southern California Salary Schedule effective
June 27, 2021**

**Attachment 2 – Metropolitan Water District of Southern California Salary Schedule effective
June 26, 2022**

Ref# hr12688198

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

Page No. 1

Run Date 09/20/2022

Run Time 10:30:42

Effective Date: 06/27/2021

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YA01 | Accountant | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| VA01 | Accounting Tech I | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| VA02 | Accounting Tech II | 034 | \$ 31.18- 41.00 | \$ 5,405- 7,107 | \$ 64,854- 85,280 | 02 |
| Z27 | * Accounts Payable Administrator | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 04 |
| Z69 | * Accounts Receivable Adminstr | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 04 |
| YA04 | Admin Analyst | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 02 |
| YC01 | Admin Analyst I (C) | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 05 |
| YC02 | Admin Analyst II (C) | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 05 |
| YC03 | * Admin Analyst III (C) | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| VA04 | Admin Assistant I | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| VC01 | Admin Assistant I (C) | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 05 |
| VA05 | Admin Assistant II | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| VC02 | Admin Assistant II (C) | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 05 |
| VA06 | Admin Assistant III | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| VC03 | Admin Assistant III (C) | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 05 |
| UA04 | Admin Secretary | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| PM034 | * Agricultural Liaison | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| 937 | Aircraft Pilot | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 03 |
| TA12 | Aqueduct & Power Dispatcher | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| T11 | Aqueduct Pump Specialist | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 02 |
| YC62 | * Assistant Ethics Officer | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 05 |
| YA08 | Assoc Biologist | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA16 | Assoc Chemist | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YC18 | * Assoc Dpty General Counsel (C) | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| YA26 | Assoc Engineer | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 02 |
| YA30 | Assoc Environmental Specialist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA51 | Assoc IT Proj Contr Specialist | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| YA71 | Assoc Limnologist | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA76 | Assoc Microbiologist | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA84 | Assoc Proj Controls Specialist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA97 | Assoc Resource Specialist | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 02 |
| WC02 | Assoc Security Specialist (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| YA100 | Assoc Water Quality Specialist | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA07 | Asst Biologist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YC63 | * Asst Board Administrator | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YA15 | Asst Chemist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA24 | Asst Engineer I | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA25 | Asst Engineer II | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 02 |
| YA28 | Asst Env Specialist I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA29 | Asst Env Specialist II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| Z12 | * Asst GM Strategic Wtr Initiativ | 093 | \$119.44-163.17 | \$20,703-28,283 | \$248,435-339,394 | 01 |
| 985 | * Asst General Auditor | 081 | \$ 86.25-117.85 | \$14,950-20,427 | \$179,400-245,128 | 01 |
| 032 | * Asst General Counsel | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z55 | * Asst General Counsel (C) | 078 | \$102.89-134.92 | \$17,834-23,386 | \$214,011-280,634 | 05 |
| 024 | * Asst General Manager/CAO | 093 | \$119.44-163.17 | \$20,703-28,283 | \$248,435-339,394 | 01 |
| Z14 | * Asst General Manager/CEAO | 093 | \$119.44-163.17 | \$20,703-28,283 | \$248,435-339,394 | 01 |
| 006 | * Asst General Manager/CFO | 093 | \$119.44-163.17 | \$20,703-28,283 | \$248,435-339,394 | 01 |
| 002 | * Asst General Manager/COO | 094 | \$122.68-167.68 | \$21,265-29,065 | \$255,174-348,774 | 01 |
| Z02 | * Asst Group Manager | 085 | \$ 96.13-131.31 | \$16,663-22,760 | \$199,950-273,125 | 01 |
| YA50 | Asst IT Proj Contrl Specialist | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| YA70 | Asst Limnologist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA75 | Asst Microbiologist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA83 | Asst Proj Controls Specialist | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| YA95 | Asst Resource Specialist I | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA96 | Asst Resource Specialist II | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| Z04C | * Asst Section Manager II (C) | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 05 |
| TA15 | Asst System Operator | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| 295 | * Asst Treasurer | 057 | \$ 58.60- 76.59 | \$10,157-13,276 | \$121,888-159,307 | 04 |
| Z52 | * Asst Unit Mgr-Conveyance&Distr | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| YA99 | Asst Water Quality Specialist | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| Z32 | * Audit Administrator | 073 | \$ 69.47- 94.87 | \$12,041-16,444 | \$144,498-197,330 | 01 |
| Z29 | * Bay-Delta Initiatives Manager | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z68 | * Bay-Delta InitiativesPolicyMgr | 085 | \$ 96.13-131.31 | \$16,663-22,760 | \$199,950-273,125 | 01 |
| YA09 | Biologist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| Z64 | * Board Administrator | 072 | \$ 67.61- 92.39 | \$11,719-16,014 | \$140,629-192,171 | 01 |
| U04 | * Board Executive Secretary | 066 | \$ 57.67- 78.63 | \$ 9,996-13,629 | \$119,954-163,550 | 01 |
| YC06 | * Board Specialist (C) | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| Z65 | * Budget and Treasury Manager | 081 | \$ 86.25-117.85 | \$14,950-20,427 | \$179,400-245,128 | 01 |
| Z09 | * Business Outreach Manager | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| YA12 | Buyer I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |

Metropolitan Water District of Southern California

Report ID: MHR828

SALARY SCHEDULE

Page No. 2

Run Date 09/20/2022

Run Time 10:30:42

Effective Date: 06/27/2021

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YA13 | Buyer II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YA17 | Chemist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| SA06 | Chief Cook | 024 | \$ 23.62- 31.18 | \$ 4,094- 5,405 | \$ 49,130- 64,854 | 02 |
| Y08 | * Chief Deputy General Counsel | 085 | \$ 96.13-131.31 | \$16,663-22,760 | \$199,950-273,125 | 01 |
| YC21 | * Chief Dpty General Counsel (C) | 074 | \$ 92.39-121.05 | \$16,014-20,982 | \$192,171-251,784 | 05 |
| Z71 | * Chief EEO Officer | 083 | \$ 91.05-124.44 | \$15,782-21,570 | \$189,384-258,835 | 01 |
| XA47 | Chief Photographer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA65 | Chief Videographer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| 122 | Chief of Party | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 03 |
| Z73 | * ChiefDvrstyEqty&InclsnOfficer | 085 | \$ 96.13-131.31 | \$16,663-22,760 | \$199,950-273,125 | 01 |
| Z72 | * ChiefSustRslncy&InnovOfficer | 085 | \$ 96.13-131.31 | \$16,663-22,760 | \$199,950-273,125 | 01 |
| Z42 | * Class & Comp Manager | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 05 |
| SA04 | Commercial Truck Driver A | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| SA05A | Commercial Truck Driver B | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| XA01A | Construction Inspector I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA02A | Construction Inspector II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA03A | Construction Inspector III | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA04A | Construction Inspector IV | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| XA05A | Construction Inspector V | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 02 |
| Z36 | * Controller | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 05 |
| T04 | Conveyance&Distribtn Specialist | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| XA06 | Crane Certification Tech I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA07 | Crane Certification Tech II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA09 | Cross Connection Technician | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| PM030 | * Debt Management Specialist | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| YA20 | Deputy Auditor I | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| YA21 | Deputy Auditor II | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| YA22 | Deputy Auditor III | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| Z75 | * Deputy Chief EEO Officer | 078 | \$ 79.47-108.59 | \$13,775-18,822 | \$165,298-225,867 | 01 |
| Z57 | * Deputy General Auditor | 077 | \$ 77.36-105.72 | \$13,409-18,325 | \$160,909-219,898 | 01 |
| YC19 | * Deputy General Counsel (C) | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| VA07 | Deputy Treasurer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA11 | Designer I | 032 | \$ 29.51- 38.81 | \$ 5,115- 6,727 | \$ 61,381- 80,725 | 02 |
| XA12 | Designer II | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| XA13 | Designer III | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| Z41 | * Director of Info Tech Services | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| T14 | Diver-Inland Commercial | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YC61 | * DptyEthicsOfcr Adv,Comp&Policy | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| YC60 | * DptyEthicsOfcr Inv,Outrch&Educ | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| Z25 | * EEO Manager | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 05 |
| YC25 | EHS Field Specialist I (C) | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 05 |
| YC26 | EHS Field Specialist II (C) | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| YC27 | EHS Field Specialist III (C) | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 05 |
| T12 | Electrical Specialist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| 168 | * Electronic Tech Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| YC42 | * Employee Relations Specialist | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| YA27 | Engineer | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 02 |
| XA20A | Engineering Tech I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA21A | Engineering Tech II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA22A | Engineering Tech III | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA31 | Environmental Specialist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| Z59 | * Equal Emp Compliance&Policy Co | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| Z16 | * Ethics Officer | FR | | | \$247,000 | 00 |
| YC35 | * Ethics Policy Analyst | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| VC04 | Executive Assistant I (C) | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 05 |
| VC05 | Executive Assistant II (C) | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 05 |
| VC13 | * Executive Assistant to the GC | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| VC14 | * Executive Assistant to the GM | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| 021 | * Executive Legislative Rep | 081 | \$ 86.25-117.85 | \$14,950-20,427 | \$179,400-245,128 | 01 |
| Z56 | * Executive Legislative Rep (C) | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 05 |
| Z74 | * Executive Office Manager | 067 | \$ 59.15- 80.78 | \$10,253-14,002 | \$123,032-168,022 | 01 |
| 061 | * Executive Secretary | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 04 |
| 017 | * Executive Strategist | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 05 |
| SA07 | Facilities Maint Assistant | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| TA14 | Facilities Maint Mechanic | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA32 | Fleet Coordinator | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| VA17 | Fleet Dispatch Coordinator | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| VA16 | Fleet Dispatcher | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| 041 | * General Auditor | FR | | | \$287,373 | 00 |
| 031 | * General Counsel | FR | | | \$358,363 | 00 |

Metropolitan Water District of Southern California

Report ID: MHR828

SALARY SCHEDULE

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Run Date 09/20/2022

Run Time 10:30:42

Effective Date: 06/27/2021

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| 706 | General Maintenance Asst | 021 | \$ 21.78- 28.68 | \$ 3,775- 4,971 | \$ 45,302- 59,654 | 02 |
| 001 | * General Manager | FR | | | \$434,990 | 00 |
| YC22 | * Government&Regional Aff Rep(C) | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 05 |
| YA37 | Graphic Arts Designer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA24 | Graphic Technician I | 034 | \$ 31.18- 41.00 | \$ 5,405- 7,107 | \$ 64,854- 85,280 | 02 |
| XA25 | Graphic Technician II | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA26 | Graphic Technician III | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| SA08 | Grounds Maintenance Worker | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| Z01 | * Group Manager | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z60 | * Group Manager-Engineering Svcs | 089 | \$107.10-146.42 | \$18,564-25,379 | \$222,768-304,554 | 01 |
| Z58 | * Group Manager-External Affairs | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z54 | * Group Manager-Human Resources | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z66 | * Group Manager-Info Technology | 088 | \$104.27-142.46 | \$18,073-24,693 | \$216,882-296,317 | 01 |
| Z61 | * Group Manager-Real Property | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z62 | * Group Manager-Water Resrc Mgmt | 088 | \$104.27-142.46 | \$18,073-24,693 | \$216,882-296,317 | 01 |
| Z63 | * Group Manager-Water System Ops | 089 | \$107.10-146.42 | \$18,564-25,379 | \$222,768-304,554 | 01 |
| VC06 | HR Assistant I (C) | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 05 |
| VC07 | HR Assistant II (C) | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 05 |
| VC08 | HR Assistant III (C) | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 05 |
| UMA03 | * HR Strategic Partner | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| Z40 | * HRIS Manager | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 05 |
| YC30 | Human Resources Analyst I (C) | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 05 |
| YC31 | Human Resources Analyst II (C) | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 05 |
| YC32 | * Human Resources Analyst III(C) | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| VC09 | Human Resources Coordinator | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 05 |
| Z22 | * Human Resources Manager I | 075 | \$ 73.26-100.14 | \$12,698-17,358 | \$152,381-208,291 | 01 |
| Z23 | * Human Resources Manager II | 078 | \$ 79.47-108.59 | \$13,775-18,822 | \$165,298-225,867 | 01 |
| Z24 | * Human Resources Manager III | 081 | \$ 86.25-117.85 | \$14,950-20,427 | \$179,400-245,128 | 01 |
| Z03D | * Human Resources Section Mgr | 080 | \$ 83.90-114.69 | \$14,543-19,880 | \$174,512-238,555 | 01 |
| T08 | Hydroelectric Specialist I | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| T05 | Hydroelectric Specialist II | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| 530 | Hydroelectric Supervisor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Y12 | * IT Architect-Enterprsr Software | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| YA106 | IT Business Analyst I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA107 | IT Business Analyst II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA108 | IT Business Analyst III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| XA27A | IT Communication Tech I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA28A | IT Communication Tech II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA29A | IT Communication Tech III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA38 | IT Enterprise App Analyst I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA39 | IT Enterprise App Analyst II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA40 | IT Enterprise App Analyst III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA33 | IT GIS Analyst I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA34 | IT GIS Analyst II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA35 | IT GIS Analyst III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA42 | IT Infrastructure Adminstr I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA43 | IT Infrastructure Adminstr II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA44 | IT Infrastructure Adminstr III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA46 | IT Network Engineer I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA47 | IT Network Engineer II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA48 | IT Network Engineer III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA52 | IT Project Controls Specialist | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 02 |
| YA54 | IT Quality Analyst I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA55 | IT Quality Analyst II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA56 | IT Quality Analyst III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| PM032 | * IT Service Manager | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| YA58 | IT Software Developer I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA59 | IT Software Developer II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA60 | IT Software Developer III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| Y05 | * IT Specialist -Disaster Recvry | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| XA31A | IT Support Analyst I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| XA32A | IT Support Analyst II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| XA33A | IT Support Analyst III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| YA62 | IT System Administrator I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA63 | IT System Administrator II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA64 | IT System Administrator III | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| Y18 | * Info Gov&Ent Content Mgmt Spec | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| YC11 | Info Tech Analyst I (C) | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 05 |
| YC12 | Info Tech Analyst II (C) | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 05 |
| YC13 | * Info Tech Analyst III (C) | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 05 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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Effective Date: 06/27/2021

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| Y14 | * Info Technology Architect | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| Y06 | * Inland Feeder Projects Admintr | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| Y10 | * Inspection Trip Manager | 061 | \$ 65.25- 85.23 | \$11,310-14,773 | \$135,720-177,278 | 04 |
| Y17 | * Inspection Trip Specialist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| 184 | Inspector IV | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 03 |
| XA16 | Instrumnt&Cntrl Tech I | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| XA17 | Instrumnt&Cntrl Tech II | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| XA18 | Instrumnt&Cntrl Tech III | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 02 |
| XA19 | Instrumnt&Cntrl Tech Specialst | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| 716 | Inventory Coordinator | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 03 |
| PM033 | * Investment Mgmt Specialist | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| XA35A | Lab Info Systems Specialist I | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| XA36A | Lab Info Systems Specialist II | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| UA16 | Laboratory Assistant I | 025 | \$ 24.35- 32.09 | \$ 4,221- 5,562 | \$ 50,648- 66,747 | 02 |
| UA17 | Laboratory Assistant II | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| XA40 | Laboratory Technologist I | 034 | \$ 31.18- 41.00 | \$ 5,405- 7,107 | \$ 64,854- 85,280 | 02 |
| XA41 | Laboratory Technologist II | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| YA66 | Land Surveyor | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| 705 | Landscape Maint Coordinator | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 03 |
| XA42A | Landscape Maintenance Tech I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA43A | Landscape Maintenance Tech II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| VA08 | Law Clerk | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| Z30 | * Law Office Administrator (C) | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| YA67 | Legal Analyst | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 02 |
| VA09 | Legal Assistant I | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| VA10 | Legal Assistant II | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| VA11 | Legal Assistant III | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| UC01 | Legal Secretary I (C) | 028 | \$ 26.37- 34.79 | \$ 4,571- 6,030 | \$ 54,850- 72,363 | 05 |
| UC02 | Legal Secretary II (C) | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 05 |
| YA104 | Legal Technology Specialist | 047 | \$ 44.54- 58.60 | \$ 7,720-10,157 | \$ 92,643-121,888 | 02 |
| Y09 | * Legislative Representative | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 05 |
| YA72 | Limnologist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| T06 | Lineman | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 02 |
| SA09 | Lodging Assistant I | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| SA10 | Lodging Assistant II | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| UA08 | Mailroom Assistant I | 016 | \$ 19.00- 25.00 | \$ 3,293- 4,333 | \$ 39,520- 52,000 | 02 |
| UA09 | Mailroom Assistant II | 021 | \$ 21.78- 28.68 | \$ 3,775- 4,971 | \$ 45,302- 59,654 | 02 |
| UA10 | Mailroom Assistant III | 026 | \$ 25.00- 32.98 | \$ 4,333- 5,717 | \$ 52,000- 68,598 | 02 |
| 620 | Maintenance Mechanic I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| 612 | Maintenance Worker I | 025 | \$ 24.35- 32.09 | \$ 4,221- 5,562 | \$ 50,648- 66,747 | 02 |
| 613 | Maintenance Worker II | 029 | \$ 27.16- 35.76 | \$ 4,708- 6,198 | \$ 56,493- 74,381 | 02 |
| 614 | Maintenance Worker III | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| Z39 | * Manager of Admin Services | 070 | \$ 83.00-108.59 | \$14,387-18,822 | \$172,640-225,867 | 05 |
| Z70 | * Manager of Bay-Delta Programs | 082 | \$ 88.56-121.05 | \$15,350-20,982 | \$184,205-251,784 | 01 |
| Z33 | * Manager of Colo RiverResources | 086 | \$ 98.77-134.92 | \$17,120-23,386 | \$205,442-280,634 | 01 |
| Z35 | * Manager of Financial Services | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 05 |
| SM020 | * Manager of Treasury&Debt Mgmt | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| M81 | * Mgt Pr Admin Analyst | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 04 |
| YA77 | Microbiologist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| 186 | * Microcomputer Technology Supv | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| 636 | * O & M Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| S03 | + O&M Tech I | 028 | \$ 26.37- 34.79 | \$ 4,571- 6,030 | \$ 54,850- 72,363 | 02 |
| S03A | + O&M Tech I | 027 | \$ 25.67- 33.84 | \$ 4,449- 5,866 | \$ 53,394- 70,387 | 02 |
| S03P | + O&M Tech I | 028 | \$ 26.37- 34.79 | \$ 4,571- 6,030 | \$ 54,850- 72,363 | 02 |
| S02 | + O&M Tech II | 032 | \$ 29.51- 38.81 | \$ 5,115- 6,727 | \$ 61,381- 80,725 | 02 |
| S02A | + O&M Tech II | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| S02P | + O&M Tech II | 032 | \$ 29.51- 38.81 | \$ 5,115- 6,727 | \$ 61,381- 80,725 | 02 |
| T10 | + O&M Tech III | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| T10A | + O&M Tech III | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| T10P | + O&M Tech III | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| T03 | + O&M Tech IV | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| T03A | + O&M Tech IV | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| T03FS | + O&M Tech IV | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA80 | Oc Health Safety Specialist I | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| YA81 | Oc Health Safety Specialist II | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA82 | Oc Health Safety Specialist III | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| 927 | * Occ Safety & Health Spec | 054 | \$ 54.00- 70.66 | \$ 9,360-12,248 | \$112,320-146,973 | 04 |
| UA11 | Office Assistant | 026 | \$ 25.00- 32.98 | \$ 4,333- 5,717 | \$ 52,000- 68,598 | 02 |
| Z53 | * Operations Program Manager | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| SA11 | Ops and Maintenance Assistant | 021 | \$ 21.78- 28.68 | \$ 3,775- 4,971 | \$ 45,302- 59,654 | 02 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

Page No. 5

Effective Date: 06/27/2021

Run Date 09/20/2022

Run Time 10:30:42

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| Z44 | * Org Develop & Training Manager | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 05 |
| Z28 | * Payroll Administrator | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 04 |
| XA45 | Photographer I | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| XA46 | Photographer II | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| XA48 | Planner Scheduler | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| 139 | * Plant Laboratory Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| 519 | * Plant Operations Supervisor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Y20 | * Postdoctoral Research Assoc | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 04 |
| PM028 | * Power Planning Specialist | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| YA03 | Pr Accountant | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 02 |
| YA06 | Pr Admin Analyst | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 02 |
| YC56 | * Pr Admin Analyst | 066 | \$ 57.67- 78.63 | \$ 9,996-13,629 | \$119,954-163,550 | 01 |
| YC05 | * Pr Admin Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| Y16 | * Pr Architect | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| 216 | * Pr Auditor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| YC44 | * Pr Benefits Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YA11 | Pr Biologist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 02 |
| 245 | * Pr Buyer | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 04 |
| YA19 | Pr Chemist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 02 |
| YC50 | * Pr Class & Comp Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| XA15 | Pr Designer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YC48 | * Pr EEO Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YC40 | * Pr Emp Relations Specialist | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| 115 | * Pr Engineer | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| 165 | * Pr Engineering Technician | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| 925 | * Pr Environmental Spec | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| YC24 | * Pr Government&Region AffRep(C) | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| YC52 | * Pr HR Training Specialist (C) | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 05 |
| YC46 | * Pr HRIS Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| 231 | * Pr Info Tech Analyst | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 04 |
| YC15 | * Pr Info Tech Analyst (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YC64 | * Pr Info Tech Network Engineer | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| Y07 | * Pr Land Surveyor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| YA69 | Pr Legal Analyst | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 02 |
| 022 | * Pr Legislative Representative | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 05 |
| YA74 | Pr Limnologist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 02 |
| YA79 | Pr Microbiologist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 02 |
| YA105 | Pr Project Controls Specialist | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 02 |
| 289 | * Pr Public Affairs Rep | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| 275 | * Pr Real Estate Rep | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 04 |
| YC54 | * Pr Recruitment Specialist (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| 933 | * Pr Resource Specialist | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| 223 | * Pr Systems Analyst | 054 | \$ 54.00- 70.66 | \$ 9,360-12,248 | \$112,320-146,973 | 04 |
| YC17 | * Pr Training Administrator (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YC10 | * Pr Training Specialist (C) | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 05 |
| YA103 | Pr Water Quality Specialist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 02 |
| S01 | Pre-Apprentice | 017 | \$ 19.55- 25.67 | \$ 3,389- 4,449 | \$ 40,664- 53,394 | 02 |
| PM031 | * Prgrm Mgr-Audit | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| PM021 | * Prgrm Mgr-Bay-Delta Initiative | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM002 | * Prgrm Mgr-Business Continuity | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PM027 | * Prgrm Mgr-Business Outreach | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PMA02 | * Prgrm Mgr-Community Relations | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| PM004 | * Prgrm Mgr-Corporate Resources | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PM029 | * Prgrm Mgr-Creative Design | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| PM005 | * Prgrm Mgr-Dam Safety Initiativs | 071 | \$ 85.23-111.63 | \$14,773-19,349 | \$177,278-232,190 | 04 |
| PM006 | * Prgrm Mgr-Emergency Management | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| PM026 | * Prgrm Mgr-Engineering | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| PM001 | * Prgrm Mgr-Finance | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM007 | * Prgrm Mgr-Fleet | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PM009 | * Prgrm Mgr-Info Technology | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM013 | * Prgrm Mgr-Power Sched&Trading | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PM014 | * Prgrm Mgr-Press Office | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM022 | * Prgrm Mgr-Real Property | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| PM015 | * Prgrm Mgr-Regnl Recycled Water | 071 | \$ 85.23-111.63 | \$14,773-19,349 | \$177,278-232,190 | 04 |
| PM023 | * Prgrm Mgr-Safety&RegCompliance | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM017 | * Prgrm Mgr-Water Resource | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| PM019 | * Prgrm Mgr-Web | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| XA50 | Production Planner | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| Z13D | * Program Manager I | 068 | \$ 60.77- 83.00 | \$10,533-14,387 | \$126,402-172,640 | 01 |
| Z13E | * Program Manager II | 071 | \$ 65.83- 89.98 | \$11,411-15,597 | \$136,926-187,158 | 01 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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Effective Date: 06/27/2021

Run Date 09/20/2022

Run Time 10:30:42

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| Z13F | * Program Manager III | 074 | \$ 71.39- 97.40 | \$12,374-16,883 | \$148,491-202,592 | 01 |
| YA85 | Project Controls Specialist | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| TA23 | Property Maintenance Tech | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| YA87 | Public Affairs Rep I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| YA88 | Public Affairs Rep II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| TA21 | Pump Plant Maint Operator I | 032 | \$ 29.51- 38.81 | \$ 5,115- 6,727 | \$ 61,381- 80,725 | 02 |
| TA22 | Pump Plant Maint Operator II | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| T01 | Pump Plant Specialist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA90 | Quality Assurance Officer | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 02 |
| YA91 | Real Estate Representative I | 037 | \$ 33.84- 44.54 | \$ 5,866- 7,720 | \$ 70,387- 92,643 | 02 |
| YA92 | Real Estate Representative II | 042 | \$ 38.81- 51.13 | \$ 6,727- 8,863 | \$ 80,725-106,350 | 02 |
| YA93 | Real Estate Representative III | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 02 |
| UA12 | Reprographics Technician I | 023 | \$ 23.02- 30.30 | \$ 3,990- 5,252 | \$ 47,882- 63,024 | 02 |
| UA13 | Reprographics Technician II | 028 | \$ 26.37- 34.79 | \$ 4,571- 6,030 | \$ 54,850- 72,363 | 02 |
| UA14 | Reprographics Technician III | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| YA98 | Resource Specialist | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 02 |
| Z03B | * Section Manager I (C) | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 05 |
| Z03C | * Section Manager II (C) | 069 | \$ 80.78-105.72 | \$14,002-18,325 | \$168,022-219,898 | 05 |
| SM005 | * Section Mgr-Business Outreach | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM014 | * Section Mgr-Conveyance&Distrbn | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 04 |
| SM002 | * Section Mgr-Customer&Comm Svcs | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM015 | * Section Mgr-Engineering Svcs | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 04 |
| SM009 | * Section Mgr-Environ Planning | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM003 | * Section Mgr-Legislative Svcs | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM004 | * Section Mgr-Media Services | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM006 | * Section Mgr-MembrSvc&PubOutrch | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM010 | * Section Mgr-Ops Safety&Reg Srv | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM011 | * Section Mgr-Ops Support Svcs | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM012 | * Section Mgr-Power Ops&Planning | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM018 | * Section Mgr-Real Property | 071 | \$ 85.23-111.63 | \$14,773-19,349 | \$177,278-232,190 | 04 |
| SM007 | * Section Mgr-Rev, Rates &Budget | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| SM019 | * Section Mgr-Revenue & Budget | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM013 | * Section Mgr-Water Ops&Planning | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM016 | * Section Mgr-Water Quality | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 04 |
| SM008 | * Section Mgr-Water Resource Mgt | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 04 |
| SM017 | * Section Mgr-Water Treatment | 073 | \$ 89.98-117.85 | \$15,597-20,427 | \$187,158-245,128 | 04 |
| WC01 | Security Specialist (C) | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| V02 | * Special Asst to the GM | 072 | \$ 67.61- 92.39 | \$11,719-16,014 | \$140,629-192,171 | 01 |
| Z16A | * Special Projects Manager | 072 | \$ 87.57-114.69 | \$15,179-19,880 | \$182,146-238,555 | 05 |
| YA02 | Sr Accountant | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| VA03 | Sr Accounting Tech | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| YA05 | Sr Admin Analyst | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 02 |
| YC04 | * Sr Admin Analyst (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| Y01 | * Sr Architect | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| YC43 | * Sr Benefits Analyst (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| YA10 | Sr Biologist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| YC07 | * Sr Board Specialist (C) | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 05 |
| YA14 | Sr Buyer | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA18 | Sr Chemist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| YC49 | * Sr Class & Comp Analyst (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| XA08 | Sr Crane Certification Tech | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA10 | Sr Cross Connection Tech | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| Z11 | * Sr Dep Gen Counsel Lbr Reltns | 079 | \$ 81.67-111.63 | \$14,156-19,349 | \$169,874-232,190 | 01 |
| YA23 | Sr Deputy Auditor | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| XA14 | Sr Designer | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| YC20 | * Sr Dpty General Counsel (C) | 071 | \$ 85.23-111.63 | \$14,773-19,349 | \$177,278-232,190 | 05 |
| YC47 | * Sr EEO Analyst (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| YC28 | * Sr EHS Field Specialist (C) | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 05 |
| YC41 | * Sr Emp Relations Specialist | 054 | \$ 54.00- 70.66 | \$ 9,360-12,248 | \$112,320-146,973 | 05 |
| 114 | * Sr Engineer | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| XA23A | Sr Engineering Technician | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| 924 | * Sr Environmental Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| YC04A | * Sr Financial Analyst (C) | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| YC23 | * Sr Government&Region AffRep(C) | 057 | \$ 58.60- 76.59 | \$10,157-13,276 | \$121,888-159,307 | 05 |
| YC51 | * Sr HR Training Specialist (C) | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 05 |
| YC45 | * Sr HRIS Analyst (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| YA109 | Sr IT Business Analyst | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| XA30A | Sr IT Communication Technician | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 02 |
| YA41 | Sr IT Enterprise App Analyst | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| YA36 | Sr IT GIS Analyst | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |

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SALARY SCHEDULE

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Run Date 09/20/2022

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YA45 | Sr IT Infrastructure Adminstr | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| YA49 | Sr IT Network Engineer | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| YA53 | Sr IT Proj Controls Specialist | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 02 |
| YA57 | Sr IT Quality Analyst | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| YA61 | Sr IT Software Developer | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| XA34A | Sr IT Support Analyst | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 02 |
| YA65 | Sr IT System Administrator | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 02 |
| 201 | * Sr Info Systems Auditor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 04 |
| YC14 | * Sr Info Tech Analyst (C) | 052 | \$ 51.13- 66.98 | \$ 8,863-11,610 | \$106,350-139,318 | 05 |
| XA37A | Sr Lab Info Systems Specialist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| XA44A | Sr Landscape Maintenance Tech | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA68 | Sr Legal Analyst | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 02 |
| UC03 | Sr Legal Secretary (C) | 040 | \$ 36.74- 48.38 | \$ 6,368- 8,386 | \$ 76,419-100,630 | 05 |
| YA73 | Sr Limnologist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| YA78 | Sr Microbiologist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| 928 | * Sr Occup Safety & Health Spec | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| XA49 | Sr Planner Scheduler | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA86 | Sr Project Controls Specialist | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 02 |
| YA89 | Sr Public Affairs Rep | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YA94 | Sr Real Estate Representative | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 02 |
| YC53 | * Sr Recruitment Specialist (C) | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 05 |
| UA15 | Sr Reprographic Technician | 034 | \$ 31.18- 41.00 | \$ 5,405- 7,107 | \$ 64,854- 85,280 | 02 |
| 155 | * Sr Research Chemist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| 932 | * Sr Resource Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| WC03 | Sr Security Specialist | 054 | \$ 54.00- 70.66 | \$ 9,360-12,248 | \$112,320-146,973 | 05 |
| XA56 | Sr System Operations Tech | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| TA17 | Sr System Operator | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA62A | Sr Technical Writer | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| YC16 | * Sr Training Administrator (C) | 051 | \$ 49.67- 65.25 | \$ 8,609-11,310 | \$103,314-135,720 | 05 |
| YC09 | * Sr Training Specialist (C) | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 05 |
| YA102 | Sr Water Quality Specialist | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| XA69 | Sr Water Quality Technician | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| V01 | * Staff Assistant to the GM | 072 | \$ 67.61- 92.39 | \$11,719-16,014 | \$140,629-192,171 | 01 |
| Z43 | * Staffing Manager | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 05 |
| VA12 | Storekeeper I | 026 | \$ 25.00- 32.98 | \$ 4,333- 5,717 | \$ 52,000- 68,598 | 02 |
| VA13 | Storekeeper II | 031 | \$ 28.68- 37.75 | \$ 4,971- 6,543 | \$ 59,654- 78,520 | 02 |
| VA14 | Storekeeper III | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| Y19 | * Strategic Comm&Policy Advisor | 081 | \$ 86.25-117.85 | \$14,950-20,427 | \$179,400-245,128 | 01 |
| PMA01 | * Strategic Program Mgr, HR | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| Y13 | Student Intern | 016 | \$ 14.67- 20.06 | \$ 2,543- 3,477 | \$ 30,514- 41,725 | 01 |
| S04 | Student Intern Desert | 010 | \$ 16.12- 21.18 | \$ 2,794- 3,671 | \$ 33,530- 44,054 | 02 |
| UA18 | Student Youth Intern | 014 | \$ 13.92- 19.00 | \$ 2,413- 3,293 | \$ 28,954- 39,520 | 01 |
| 260 | * Supervising Admin Analyst | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 03 |
| XA51A | Survey and Mapping Tech I | 036 | \$ 32.98- 43.30 | \$ 5,717- 7,505 | \$ 68,598- 90,064 | 02 |
| XA52A | Survey and Mapping Tech II | 040 | \$ 36.74- 48.38 | \$ 6,368- 8,386 | \$ 76,419-100,630 | 02 |
| XA53A | Survey and Mapping Tech III | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA54A | Survey and Mapping Tech IV | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 02 |
| XA55 | System Operations Technician | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| TA16 | System Operator | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |
| Z06A | * Team Manager I | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| Z06B | * Team Manager II | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 03 |
| Z06C | * Team Manager III | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Z06D | * Team Manager IV | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| Z06R | * Team Manager IV (C) | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 05 |
| Z06E | * Team Manager V | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 03 |
| Z06S | * Team Manager V (C) | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| Z06F | * Team Manager VI | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 03 |
| Z06G | * Team Manager VII | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 03 |
| TM001 | * Team Mgr-Admin Svcs Bus Mgmt | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM080 | * Team Mgr-Budget | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 04 |
| TM002 | * Team Mgr-Business Applications | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM061 | * Team Mgr-Business Intel System | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 04 |
| TM003 | * Team Mgr-Chemistry | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM079 | * Team Mgr-Community Relations | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM005 | * Team Mgr-Construction Mgmt I | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| TM004 | * Team Mgr-Construction Mgmt II | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM064 | * Team Mgr-ConstructionContracts | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM006 | * Team Mgr-Control Systems Apps | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM007 | * Team Mgr-Corrosion Control | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM078 | * Team Mgr-Creative Design | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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Effective Date: 06/27/2021

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| TM008 | * Team Mgr-Database | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM009 | * Team Mgr-Design | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM073 | * Team Mgr-Design Support | 057 | \$ 58.60- 76.59 | \$10,157-13,276 | \$121,888-159,307 | 04 |
| TM072 | * Team Mgr-Design Technology | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM013 | * Team Mgr-Eng Compliance | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM012 | * Team Mgr-Engineering Administr | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM014 | * Team Mgr-Enterprise Apps | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM022 | * Team Mgr-Enterprise GIS & CAD | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 04 |
| TM015 | * Team Mgr-EnterprsWaterSysPrgrm | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM065 | * Team Mgr-Environ Planning | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM016 | * Team Mgr-Environ Prgrm Support | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM011 | * Team Mgr-Ext Affairs Bus Mgmt | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM019 | * Team Mgr-Facility Operations | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM018 | * Team Mgr-Facility Planning | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM020 | * Team Mgr-Field Survey | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM033 | * Team Mgr-FinanceRpt&PlantAsset | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM021 | * Team Mgr-Geodetics and Mapping | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM023 | * Team Mgr-Graphic Design | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| TMA01 | * Team Mgr-HR Business Support | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 05 |
| TM024 | * Team Mgr-Health&SafetyPrgrmSup | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM025 | * Team Mgr-Hydraulics&SysMdlng | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM026 | * Team Mgr-Hydroelectric | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM027 | * Team Mgr-IT Administration | 062 | \$ 66.98- 87.57 | \$11,610-15,179 | \$139,318-182,146 | 04 |
| TM074 | * Team Mgr-IT Business Analysis | 061 | \$ 65.25- 85.23 | \$11,310-14,773 | \$135,720-177,278 | 04 |
| TM077 | * Team Mgr-IT Client Systems Spt | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| TM066 | * Team Mgr-IT Prgrm Project Sppt | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM028 | * Team Mgr-IT Quality Assurance | 061 | \$ 65.25- 85.23 | \$11,310-14,773 | \$135,720-177,278 | 04 |
| TM010 | * Team Mgr-IT Service Desk | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| TM067 | * Team Mgr-Info Security | 061 | \$ 65.25- 85.23 | \$11,310-14,773 | \$135,720-177,278 | 04 |
| TM046 | * Team Mgr-InternalCntr&WaterInv | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM029 | * Team Mgr-Inventory Control | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 04 |
| TM075 | * Team Mgr-Laboratory Support | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 03 |
| TM068 | * Team Mgr-LandPlanning&Managemt | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM031 | * Team Mgr-Maint Engineering | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM032 | * Team Mgr-Materials&Metallurgy | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| TM034 | * Team Mgr-Microbiology | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM035 | * Team Mgr-Operations App Svcs | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM036 | * Team Mgr-Operations Compliance | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM076 | * Team Mgr-Operations Planning | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM037 | * Team Mgr-Ops Control Center | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM060 | * Team Mgr-Power Ops& Scheduling | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM038 | * Team Mgr-Procurement | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM039 | * Team Mgr-Prof Contracting Svcs | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM040 | * Team Mgr-Program Management | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| TM041 | * Team Mgr-Project Support | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 04 |
| TM063 | * Team Mgr-Property Management | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM042 | * Team Mgr-Pump Plant | 061 | \$ 65.25- 85.23 | \$11,310-14,773 | \$135,720-177,278 | 04 |
| TM043 | * Team Mgr-QltyAsrn&CompSampling | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM044 | * Team Mgr-Real Prop Bus Mgmt | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM045 | * Team Mgr-RecordsMgt&ImagingSvc | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM030 | * Team Mgr-Reservoir Management | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM069 | * Team Mgr-Resource Development | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM070 | * Team Mgr-Resource Planning | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM062 | * Team Mgr-Right of Way Acquistn | 063 | \$ 68.83- 89.98 | \$11,931-15,597 | \$143,166-187,158 | 04 |
| TM047 | * Team Mgr-Safety of Dams | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM017 | * Team Mgr-Safety&RegSvcSiteSupt | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TMA02 | * Team Mgr-SafetyRegTechTraining | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 05 |
| TM048 | * Team Mgr-Security Management | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM049 | * Team Mgr-Server Administration | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM050 | * Team Mgr-Substructures | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM051 | * Team Mgr-Supply Acquisition | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM053 | * Team Mgr-Technical Control | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| TM054 | * Team Mgr-Technical Writing | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 04 |
| TM055 | * Team Mgr-Telecommunications | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| TM071 | * Team Mgr-Treasury Operations | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM058 | * Team Mgr-WRM Business Mgmt | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM059 | * Team Mgr-WSO Business Mgmt | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 04 |
| TM056 | * Team Mgr-Warehouse | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 04 |
| TM057 | * Team Mgr-Water Efficiency | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| XA57 | Technical Illustrator I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| XA58 | Technical Illustrator II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA59A | Technical Writer I | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA60A | Technical Writer II | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA61A | Technical Writer III | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| YC55 | * Training Administrator | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| VC10 | Training Assistant I | 030 | \$ 27.93- 36.74 | \$ 4,841- 6,368 | \$ 58,094- 76,419 | 05 |
| VC11 | Training Assistant II | 034 | \$ 31.18- 41.00 | \$ 5,405- 7,107 | \$ 64,854- 85,280 | 05 |
| VC12 | Training Assistant III | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 05 |
| Y15 | * Training Logistics Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| YC08 | * Training Specialist (C) | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 05 |
| ASM01 | * Treasurer | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| VA15 | Treasury Administrator | 039 | \$ 35.76- 47.02 | \$ 6,198- 8,150 | \$ 74,381- 97,802 | 02 |
| Z05E | * Unit Manager V | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| Z05J | * Unit Manager V (C) | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| UM001 | * Unit Mgr-Accounting | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM002 | * Unit Mgr-Application Services | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| UM003 | * Unit Mgr-Apprentice&TechTrain | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| UM004 | * Unit Mgr-Audit | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| UMA01 | * Unit Mgr-Benefits Services | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| UM031 | * Unit Mgr-Budget | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM030 | * Unit Mgr-Chemistry | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UMA02 | * Unit Mgr-ClassComp&Recruitment | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| UM005 | * Unit Mgr-Construction Services | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM006 | * Unit Mgr-Contracting Services | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM007 | * Unit Mgr-Conveyance&Distribtn | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM008 | * Unit Mgr-Document Services | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 04 |
| UM009 | * Unit Mgr-Education | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM010 | * Unit Mgr-Engineering Services | 069 | \$ 80.78-105.72 | \$14,002-18,325 | \$168,022-219,898 | 04 |
| UM038 | * Unit Mgr-Environmental Plng | 069 | \$ 80.78-105.72 | \$14,002-18,325 | \$168,022-219,898 | 04 |
| UM011 | * Unit Mgr-Facility Management | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| UM012 | * Unit Mgr-Fleet Services | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| UM016 | * Unit Mgr-IT Infrastructure | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM033 | * Unit Mgr-IT Program Mgt Office | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| UM017 | * Unit Mgr-IT Project Planning | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM032 | * Unit Mgr-IT Security | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM013 | * Unit Mgr-Implemnt Proj&Studies | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM014 | * Unit Mgr-Improved Supply | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM015 | * Unit Mgr-Info Security Svcs | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM037 | * Unit Mgr-Laboratory Services | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM023 | * Unit Mgr-Land Management | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| UM018 | * Unit Mgr-Manufacturing Svcs | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM029 | * Unit Mgr-Microbiology | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM019 | * Unit Mgr-Ops Planning&Program | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM036 | * Unit Mgr-Ops Proj & Asset Mgmt | 069 | \$ 80.78-105.72 | \$14,002-18,325 | \$168,022-219,898 | 04 |
| UM021 | * Unit Mgr-Planning and Acquistn | 067 | \$ 76.59-100.14 | \$13,276-17,358 | \$159,307-208,291 | 04 |
| UM020 | * Unit Mgr-Power&EquipReliabilty | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM040 | * Unit Mgr-PowerCompl&Programs | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM035 | * Unit Mgr-Rates,Charges&FinPlan | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM039 | * Unit Mgr-Reporting | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 04 |
| UM024 | * Unit Mgr-Risk Management | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 04 |
| UM041 | * Unit Mgr-Safety&Environ Svcs | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM034 | * Unit Mgr-Security | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM025 | * Unit Mgr-System Analysis | 069 | \$ 80.78-105.72 | \$14,002-18,325 | \$168,022-219,898 | 04 |
| UM026 | * Unit Mgr-System Operations | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM027 | * Unit Mgr-Water Purification | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| UM028 | * Unit Mgr-Water Treatment Plant | 068 | \$ 78.63-102.89 | \$13,629-17,834 | \$163,550-214,011 | 04 |
| XA63 | Videographer I | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| XA64 | Videographer II | 041 | \$ 37.75- 49.67 | \$ 6,543- 8,609 | \$ 78,520-103,314 | 02 |
| YA101 | Water Quality Specialist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| XA66 | Water Quality Technician I | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| XA67 | Water Quality Technician II | 038 | \$ 34.79- 45.76 | \$ 6,030- 7,932 | \$ 72,363- 95,181 | 02 |
| XA68 | Water Quality Technician III | 043 | \$ 39.91- 52.54 | \$ 6,918- 9,107 | \$ 83,013-109,283 | 02 |
| XA70A | Water Sampling Field Tech | 033 | \$ 30.30- 39.91 | \$ 5,252- 6,918 | \$ 63,024- 83,013 | 02 |
| Z38 | * Workers Compensation Manager | 066 | \$ 74.61- 97.40 | \$12,932-16,883 | \$155,189-202,592 | 05 |
| T13 | Wtr Treatment Plant Specialist | 048 | \$ 45.76- 60.18 | \$ 7,932-10,431 | \$ 95,181-125,174 | 02 |
| TA18 | Wtr Trtment Plant Operator I | 035 | \$ 32.09- 42.16 | \$ 5,562- 7,308 | \$ 66,747- 87,693 | 02 |
| TA19 | Wtr Trtment Plant Operator II | 040 | \$ 36.74- 48.38 | \$ 6,368- 8,386 | \$ 76,419-100,630 | 02 |
| TA20 | Wtr Trtment Plant Operator III | 045 | \$ 42.16- 55.52 | \$ 7,308- 9,623 | \$ 87,693-115,482 | 02 |

Metropolitan Water District of Southern California
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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|------------------------|-------|-----------------|-----------------|------------------|-----------------|--------------|
|------------------------|-------|-----------------|-----------------|------------------|-----------------|--------------|

Unit Code

00 - Executive
 01 - Unrepresented
 02 - AFSCME Local 1902
 03 - Supervisors Association
 04 - Management&Professional Assoc
 05 - Assoc of Conf Employees

* Not Eligible for Overtime

O&M Tech Titles

+ O&M Tech I
 S03A (Grade 27): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
 S03 (Grade 28): Electrical, HVAC, Machinist, Mechanical
 S03P (Grade 28 - Apprentice): Electrical, Mechanical
 + O&M Tech II
 S02A (Grade 31): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
 S02 (Grade 32): Electrical, HVAC, Machinist, Mechanical
 S02P (Grade 32 - Apprentice): Electrical, Mechanical
 + O&M Tech III
 T10A (Grade 35): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
 T10 (Grade 36): Electrical, HVAC, Machinist, Mechanical
 T10P (Grade 36 - Apprentice): Electrical, Mechanical
 + O&M Tech IV
 T03A (Grade 41): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
 T03 (Grade 42): Electrical, HVAC, Machinist, Mechanical
 T03FS (Grade 42): Welder-Fabricator/Field Services

End of Report

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YA01 | Accountant | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| VA01 | Accounting Tech I | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| VA02 | Accounting Tech II | 034 | \$ 32.12- 42.23 | \$ 5,567- 7,320 | \$ 66,810- 87,838 | 02 |
| Z27 | * Accounts Payable Administrator | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 04 |
| Z69 | * Accounts Receivable Adminstr | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 04 |
| YA04 | Admin Analyst | 044 | \$ 42.23- 55.62 | \$ 7,320- 9,641 | \$ 87,838-115,690 | 02 |
| YC01 | Admin Analyst I (C) | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 05 |
| YC02 | Admin Analyst II (C) | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 05 |
| YC03 | * Admin Analyst III (C) | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| VA04 | Admin Assistant I | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| VC01 | Admin Assistant I (C) | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 05 |
| VA05 | Admin Assistant II | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| VC02 | Admin Assistant II (C) | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 05 |
| VA06 | Admin Assistant III | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| VC03 | Admin Assistant III (C) | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 05 |
| UA04 | Admin Secretary | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| PM034 | * Agricultural Liaison | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| 937 | Aircraft Pilot | 046 | \$ 43.30- 57.04 | \$ 7,505- 9,887 | \$ 90,064-118,643 | 03 |
| TA12 | Aqueduct & Power Dispatcher | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| T11 | Aqueduct Pump Specialist | 046 | \$ 44.60- 58.75 | \$ 7,731-10,183 | \$ 92,768-122,200 | 02 |
| YC62 | * Assistant Ethics Officer | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 05 |
| YA08 | Assoc Biologist | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA16 | Assoc Chemist | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YC18 | * Assoc Dpty General Counsel (C) | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| YA26 | Assoc Engineer | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 02 |
| YA30 | Assoc Environmental Specialist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA51 | Assoc IT Proj Contr Specialist | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| YA71 | Assoc Limnologist | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA76 | Assoc Microbiologist | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA84 | Assoc Proj Controls Specialist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA97 | Assoc Resource Specialist | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 02 |
| WC02 | Assoc Security Specialist (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| YA100 | Assoc Water Quality Specialist | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA07 | Asst Biologist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YC63 | * Asst Board Administrator | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YA15 | Asst Chemist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA24 | Asst Engineer I | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA25 | Asst Engineer II | 046 | \$ 44.60- 58.75 | \$ 7,731-10,183 | \$ 92,768-122,200 | 02 |
| YA28 | Asst Env Specialist I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA29 | Asst Env Specialist II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| Z12 | * Asst GM Strategic Wtr Initiatv | 093 | \$123.02-168.07 | \$21,323-29,132 | \$255,882-349,586 | 01 |
| 985 | * Asst General Auditor | 081 | \$ 88.84-121.39 | \$15,399-21,041 | \$184,787-252,491 | 01 |
| 032 | * Asst General Counsel | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z55 | * Asst General Counsel (C) | 078 | \$105.98-138.97 | \$18,370-24,088 | \$220,438-289,058 | 05 |
| 024 | * Asst General Manager/CAO | 093 | \$123.02-168.07 | \$21,323-29,132 | \$255,882-349,586 | 01 |
| Z14 | * Asst General Manager/CEAO | 093 | \$123.02-168.07 | \$21,323-29,132 | \$255,882-349,586 | 01 |
| 006 | * Asst General Manager/CFO | 093 | \$123.02-168.07 | \$21,323-29,132 | \$255,882-349,586 | 01 |
| 002 | * Asst General Manager/COO | 094 | \$126.36-172.71 | \$21,902-29,936 | \$262,829-359,237 | 01 |
| Z02 | * Asst Group Manager | 085 | \$ 99.01-135.25 | \$17,162-23,443 | \$205,941-281,320 | 01 |
| YA50 | Asst IT Proj Contrl Specialist | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| YA70 | Asst Limnologist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA75 | Asst Microbiologist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA83 | Asst Proj Controls Specialist | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| YA95 | Asst Resource Specialist I | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA96 | Asst Resource Specialist II | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| Z04C | * Asst Section Manager II (C) | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 05 |
| TA15 | Asst System Operator | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| 295 | * Asst Treasurer | 057 | \$ 60.36- 78.89 | \$10,462-13,674 | \$125,549-164,091 | 04 |
| Z52 | * Asst Unit Mgr-Conveyance&Distr | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| YA99 | Asst Water Quality Specialist | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| Z32 | * Audit Administrator | 073 | \$ 71.55- 97.72 | \$12,402-16,938 | \$148,824-203,258 | 01 |
| Z29 | * Bay-Delta Initiatives Manager | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z68 | * Bay-Delta InitiativesPolicyMgr | 085 | \$ 99.01-135.25 | \$17,162-23,443 | \$205,941-281,320 | 01 |
| YA09 | Biologist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| Z64 | * Board Administrator | 072 | \$ 69.64- 95.16 | \$12,071-16,494 | \$144,851-197,933 | 01 |
| U04 | * Board Executive Secretary | 066 | \$ 59.40- 80.99 | \$10,296-14,038 | \$123,552-168,459 | 01 |
| YC06 | * Board Specialist (C) | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| Z65 | * Budget and Treasury Manager | 081 | \$ 88.84-121.39 | \$15,399-21,041 | \$184,787-252,491 | 01 |
| Z09 | * Business Outreach Manager | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| YA12 | Buyer I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YA13 | Buyer II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YA17 | Chemist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| SA06 | Chief Cook | 024 | \$ 24.33- 32.12 | \$ 4,217- 5,567 | \$ 50,606- 66,810 | 02 |
| Y08 | * Chief Deputy General Counsel | 085 | \$ 99.01-135.25 | \$17,162-23,443 | \$205,941-281,320 | 01 |
| YC21 | * Chief Dpty General Counsel (C) | 074 | \$ 95.16-124.68 | \$16,494-21,611 | \$197,933-259,334 | 05 |
| YC65 | * Chief EEO Investigator | 077 | \$ 79.68-108.89 | \$13,811-18,874 | \$165,734-226,491 | 01 |
| Z71 | * Chief EEO Officer | 083 | \$ 93.78-128.17 | \$16,255-22,216 | \$195,062-266,594 | 01 |
| XA47 | Chief Photographer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA65 | Chief Videographer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| 122 | Chief of Party | 053 | \$ 52.54- 68.83 | \$ 9,107-11,931 | \$109,283-143,166 | 03 |
| Z73 | * ChiefDvrstyEqty&InclsnOfficer | 085 | \$ 99.01-135.25 | \$17,162-23,443 | \$205,941-281,320 | 01 |
| Z72 | * ChiefSustRslncy&InnovOfficer | 085 | \$ 99.01-135.25 | \$17,162-23,443 | \$205,941-281,320 | 01 |
| Z42 | * Class & Comp Manager | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 05 |
| SA04 | Commercial Truck Driver A | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| SA05A | Commercial Truck Driver B | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| XA01A | Construction Inspector I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA02A | Construction Inspector II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA03A | Construction Inspector III | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA04A | Construction Inspector IV | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| XA05A | Construction Inspector V | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 02 |
| Z36 | * Controller | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 05 |
| T04 | Conveyance&Distrbtn Specialist | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| XA06 | Crane Certification Tech I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA07 | Crane Certification Tech II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA09 | Cross Connection Technician | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| PM030 | * Debt Management Specialist | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| YA20 | Deputy Auditor I | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| YA21 | Deputy Auditor II | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| YA22 | Deputy Auditor III | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| Z75 | * Deputy Chief EEO Officer | 078 | \$ 81.85-111.85 | \$14,187-19,387 | \$170,248-232,648 | 01 |
| Z57 | * Deputy General Auditor | 077 | \$ 79.68-108.89 | \$13,811-18,874 | \$165,734-226,491 | 01 |
| YC19 | * Deputy General Counsel (C) | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| VA07 | Deputy Treasurer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA11 | Designer I | 032 | \$ 30.40- 39.97 | \$ 5,269- 6,928 | \$ 63,232- 83,138 | 02 |
| XA12 | Designer II | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| XA13 | Designer III | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| Z41 | * Director of Info Tech Services | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| T14 | Diver-Inland Commercial | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YC61 | * DptyEthicsOfcr Adv,Comp&Policy | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| YC60 | * DptyEthicsOfcr Inv,Outrch&Educ | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| Z25 | * EEO Manager | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 05 |
| YC25 | EHS Field Specialist I (C) | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 05 |
| YC26 | EHS Field Specialist II (C) | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| YC27 | EHS Field Specialist III (C) | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 05 |
| T12 | Electrical Specialist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| 168 | * Electronic Tech Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| YC42 | * Employee Relations Specialist | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| YA27 | Engineer | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 02 |
| XA20A | Engineering Tech I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA21A | Engineering Tech II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA22A | Engineering Tech III | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA31 | Environmental Specialist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| Z59 | * Equal Emp Compliance&Policy Co | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| Z16 | * Ethics Officer | FR | | | \$247,000 | 00 |
| YC35 | * Ethics Policy Analyst | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| VC04 | Executive Assistant I (C) | 044 | \$ 42.23- 55.62 | \$ 7,320- 9,641 | \$ 87,838-115,690 | 05 |
| VC05 | Executive Assistant II (C) | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 05 |
| VC13 | * Executive Assistant to the GC | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| VC14 | * Executive Assistant to the GM | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| 021 | * Executive Legislative Rep | 081 | \$ 88.84-121.39 | \$15,399-21,041 | \$184,787-252,491 | 01 |
| Z56 | * Executive Legislative Rep (C) | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 05 |
| Z74 | * Executive Office Manager | 067 | \$ 60.92- 83.20 | \$10,559-14,421 | \$126,714-173,056 | 01 |
| 061 | * Executive Secretary | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 04 |
| 017 | * Executive Strategist | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 05 |
| SA07 | Facilities Maint Assistant | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| TA14 | Facilities Maint Mechanic | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA32 | Fleet Coordinator | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| VA17 | Fleet Dispatch Coordinator | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| VA16 | Fleet Dispatcher | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| 041 | * General Auditor | FR | | | \$265,013 | 00 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| 031 | * General Counsel | FR | | | \$358,363 | 00 |
| 706 | General Maintenance Asst | 021 | \$ 22.43- 29.54 | \$ 3,888- 5,120 | \$ 46,654- 61,443 | 02 |
| 001 | * General Manager | FR | | | \$400,005 | 00 |
| YC22 | * Government&Regional Aff Rep(C) | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 05 |
| YA37 | Graphic Arts Designer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA24 | Graphic Technician I | 034 | \$ 32.12- 42.23 | \$ 5,567- 7,320 | \$ 66,810- 87,838 | 02 |
| XA25 | Graphic Technician II | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA26 | Graphic Technician III | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| SA08 | Grounds Maintenance Worker | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| Z01 | * Group Manager | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z60 | * Group Manager-Engineering Svcs | 089 | \$110.31-150.81 | \$19,120-26,140 | \$229,445-313,685 | 01 |
| Z58 | * Group Manager-External Affairs | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z76 | * Group Manager-Finance | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z54 | * Group Manager-Human Resources | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z66 | * Group Manager-Info Technology | 088 | \$107.40-146.73 | \$18,616-25,433 | \$223,392-305,198 | 01 |
| Z61 | * Group Manager-Real Property | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z62 | * Group Manager-Water Resrc Mgmt | 088 | \$107.40-146.73 | \$18,616-25,433 | \$223,392-305,198 | 01 |
| Z63 | * Group Manager-Water System Ops | 089 | \$110.31-150.81 | \$19,120-26,140 | \$229,445-313,685 | 01 |
| VC06 | HR Assistant I (C) | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 05 |
| VC07 | HR Assistant II (C) | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 05 |
| VC08 | HR Assistant III (C) | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 05 |
| UMA03 | * HR Strategic Partner | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| Z40 | * HRIS Manager | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 05 |
| YC30 | Human Resources Analyst I (C) | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 05 |
| YC31 | Human Resources Analyst II (C) | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 05 |
| YC32 | * Human Resources Analyst III(C) | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| VC09 | Human Resources Coordinator | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 05 |
| Z22 | * Human Resources Manager I | 075 | \$ 75.46-103.14 | \$13,080-17,878 | \$156,957-214,531 | 01 |
| Z23 | * Human Resources Manager II | 078 | \$ 81.85-111.85 | \$14,187-19,387 | \$170,248-232,648 | 01 |
| Z24 | * Human Resources Manager III | 081 | \$ 88.84-121.39 | \$15,399-21,041 | \$184,787-252,491 | 01 |
| Z03D | * Human Resources Section Mgr | 080 | \$ 86.42-118.13 | \$14,979-20,476 | \$179,754-245,710 | 01 |
| T08 | Hydroelectric Specialist I | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| T05 | Hydroelectric Specialist II | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| 530 | * Hydroelectric Supervisor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Y12 | * IT Architect-Enterprsr Software | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| YA106 | IT Business Analyst I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA107 | IT Business Analyst II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA108 | IT Business Analyst III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| XA27A | IT Communication Tech I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA28A | IT Communication Tech II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA29A | IT Communication Tech III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA38 | IT Enterprise App Analyst I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA39 | IT Enterprise App Analyst II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA40 | IT Enterprise App Analyst III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA33 | IT GIS Analyst I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA34 | IT GIS Analyst II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA35 | IT GIS Analyst III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA42 | IT Infrastructure Adminstr I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA43 | IT Infrastructure Adminstr II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA44 | IT Infrastructure Adminstr III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA46 | IT Network Engineer I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA47 | IT Network Engineer II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA48 | IT Network Engineer III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA52 | IT Project Controls Specialist | 044 | \$ 42.23- 55.62 | \$ 7,320- 9,641 | \$ 87,838-115,690 | 02 |
| YA54 | IT Quality Analyst I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA55 | IT Quality Analyst II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA56 | IT Quality Analyst III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| PM032 | * IT Service Manager | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| YA58 | IT Software Developer I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA59 | IT Software Developer II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA60 | IT Software Developer III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| Y05 | * IT Specialist -Disaster Recvry | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| XA31A | IT Support Analyst I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| XA32A | IT Support Analyst II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| XA33A | IT Support Analyst III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| YA62 | IT System Administrator I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA63 | IT System Administrator II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| YA64 | IT System Administrator III | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| Y18 | * Info Gov&Ent Content Mgmt Spec | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| YC11 | Info Tech Analyst I (C) | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 05 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| YC12 | Info Tech Analyst II (C) | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 05 |
| YC13 | * Info Tech Analyst III (C) | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 05 |
| Y14 | * Info Technology Architect | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| Y06 | * Inland Feeder Projects Admintr | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| Y10 | * Inspection Trip Manager | 061 | \$ 67.21- 87.79 | \$11,650-15,217 | \$139,797-182,603 | 04 |
| Y17 | * Inspection Trip Specialist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| 184 | Inspector IV | 050 | \$ 48.38- 63.51 | \$ 8,386-11,008 | \$100,630-132,101 | 03 |
| XA16 | Instrumnt&Cntrl Tech I | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| XA17 | Instrumnt&Cntrl Tech II | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| XA18 | Instrumnt&Cntrl Tech III | 044 | \$ 42.23- 55.62 | \$ 7,320- 9,641 | \$ 87,838-115,690 | 02 |
| XA19 | Instrumnt&Cntrl Tech Specialst | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| 716 | Inventory Coordinator | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 03 |
| PM033 | * Investment Mgmt Specialist | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| XA35A | Lab Info Systems Specialist I | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| XA36A | Lab Info Systems Specialist II | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| UA16 | Laboratory Assistant I | 025 | \$ 25.08- 33.05 | \$ 4,347- 5,729 | \$ 52,166- 68,744 | 02 |
| UA17 | Laboratory Assistant II | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| XA40 | Laboratory Technologist I | 034 | \$ 32.12- 42.23 | \$ 5,567- 7,320 | \$ 66,810- 87,838 | 02 |
| XA41 | Laboratory Technologist II | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| YA66 | Land Surveyor | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| 705 | Landscape Maint Coordinator | 044 | \$ 41.00- 54.00 | \$ 7,107- 9,360 | \$ 85,280-112,320 | 03 |
| XA42A | Landscape Maintenance Tech I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA43A | Landscape Maintenance Tech II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| VA08 | Law Clerk | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| Z30 | * Law Office Administrator (C) | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| YA67 | Legal Analyst | 044 | \$ 42.23- 55.62 | \$ 7,320- 9,641 | \$ 87,838-115,690 | 02 |
| VA09 | Legal Assistant I | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| VA10 | Legal Assistant II | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| VA11 | Legal Assistant III | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| UC01 | Legal Secretary I (C) | 028 | \$ 27.16- 35.83 | \$ 4,708- 6,211 | \$ 56,493- 74,526 | 05 |
| UC02 | Legal Secretary II (C) | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 05 |
| YA104 | Legal Technology Specialist | 047 | \$ 45.88- 60.36 | \$ 7,953-10,462 | \$ 95,430-125,549 | 02 |
| Y09 | * Legislative Representative | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 05 |
| YA72 | Limnologist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| T06 | Lineman | 046 | \$ 44.60- 58.75 | \$ 7,731-10,183 | \$ 92,768-122,200 | 02 |
| SA09 | Lodging Assistant I | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| SA10 | Lodging Assistant II | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| UA08 | Mailroom Assistant I | 016 | \$ 19.57- 25.75 | \$ 3,392- 4,463 | \$ 40,706- 53,560 | 02 |
| UA09 | Mailroom Assistant II | 021 | \$ 22.43- 29.54 | \$ 3,888- 5,120 | \$ 46,654- 61,443 | 02 |
| UA10 | Mailroom Assistant III | 026 | \$ 25.75- 33.97 | \$ 4,463- 5,888 | \$ 53,560- 70,658 | 02 |
| 620 | Maintenance Mechanic I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| 612 | Maintenance Worker I | 025 | \$ 25.08- 33.05 | \$ 4,347- 5,729 | \$ 52,166- 68,744 | 02 |
| 613 | Maintenance Worker II | 029 | \$ 27.97- 36.83 | \$ 4,848- 6,384 | \$ 58,178- 76,606 | 02 |
| 614 | Maintenance Worker III | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| Z39 | * Manager of Admin Services | 070 | \$ 85.49-111.85 | \$14,818-19,387 | \$177,819-232,648 | 05 |
| Z70 | * Manager of Bay-Delta Programs | 082 | \$ 91.22-124.68 | \$15,811-21,611 | \$189,738-259,334 | 01 |
| Z33 | * Manager of Colo RiverResources | 086 | \$101.73-138.97 | \$17,633-24,088 | \$211,598-289,058 | 01 |
| Z35 | * Manager of Financial Services | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 05 |
| SM020 | * Manager of Treasury&Debt Mgmt | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| M81 | * Mgt Pr Admin Analyst | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 04 |
| YA77 | Microbiologist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| 186 | * Microcomputer Technology Supv | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| 636 | * O & M Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| S03A | + O&M Tech I | 027 | \$ 26.44- 34.86 | \$ 4,583- 6,042 | \$ 54,995- 72,509 | 02 |
| S03P | + O&M Tech I | 028 | \$ 27.16- 35.83 | \$ 4,708- 6,211 | \$ 56,493- 74,526 | 02 |
| S03 | + O&M Tech I | 028 | \$ 27.16- 35.83 | \$ 4,708- 6,211 | \$ 56,493- 74,526 | 02 |
| S02P | + O&M Tech II | 032 | \$ 30.40- 39.97 | \$ 5,269- 6,928 | \$ 63,232- 83,138 | 02 |
| S02 | + O&M Tech II | 032 | \$ 30.40- 39.97 | \$ 5,269- 6,928 | \$ 63,232- 83,138 | 02 |
| S02A | + O&M Tech II | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| T10A | + O&M Tech III | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| T10P | + O&M Tech III | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| T10 | + O&M Tech III | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| T03 | + O&M Tech IV | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| T03FS | + O&M Tech IV | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,533 | 02 |
| T03A | + O&M Tech IV | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| YA80 | Oc Health Safety Specialist I | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| YA81 | Oc Health Safety Specialist II | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA82 | Oc Health Safety Specialist III | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| 927 | * Occ Safety & Health Spec | 054 | \$ 55.62- 72.78 | \$ 9,641-12,615 | \$115,690-151,382 | 04 |
| UA11 | Office Assistant | 026 | \$ 25.75- 33.97 | \$ 4,463- 5,888 | \$ 53,560- 70,658 | 02 |

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| Z53 | * Operations Program Manager | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| SA11 | Ops and Maintenance Assistant | 021 | \$ 22.43- 29.54 | \$ 3,888- 5,120 | \$ 46,654- 61,443 | 02 |
| Z44 | * Org Develop & Training Manager | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 05 |
| Z28 | * Payroll Administrator | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 04 |
| XA45 | Photographer I | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| XA46 | Photographer II | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| XA48 | Planner Scheduler | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| 139 | * Plant Laboratory Supervisor | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| 519 | * Plant Operations Supervisor | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Y20 | * Postdoctoral Research Assoc | 046 | \$ 44.60- 58.75 | \$ 7,731-10,183 | \$ 92,768-122,200 | 04 |
| PM028 | * Power Planning Specialist | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| YA03 | Pr Accountant | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 02 |
| YC56 | * Pr Admin Analyst | 066 | \$ 59.40- 80.99 | \$10,296-14,038 | \$123,552-168,459 | 01 |
| YA06 | Pr Admin Analyst | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 02 |
| YC05 | * Pr Admin Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| Y16 | * Pr Architect | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| 216 | * Pr Auditor | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| YC44 | * Pr Benefits Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YA11 | Pr Biologist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 02 |
| 245 | * Pr Buyer | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 04 |
| YA19 | Pr Chemist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 02 |
| YC50 | * Pr Class & Comp Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| XA15 | Pr Designer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YC48 | * Pr EEO Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YC40 | * Pr Emp Relations Specialist | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| 115 | * Pr Engineer | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| 165 | * Pr Engineering Technician | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| 925 | * Pr Environmental Spec | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| YC24 | * Pr Government&Region AffRep(C) | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| YC52 | * Pr HR Training Specialist (C) | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 05 |
| YC46 | * Pr HRIS Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| 231 | * Pr Info Tech Analyst | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 04 |
| YC15 | * Pr Info Tech Analyst (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YC64 | * Pr Info Tech Network Engineer | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| Y07 | * Pr Land Surveyor | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| YA69 | Pr Legal Analyst | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 02 |
| 022 | * Pr Legislative Representative | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 05 |
| YA74 | Pr Limnologist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 02 |
| YA79 | Pr Microbiologist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 02 |
| YA105 | Pr Project Controls Specialist | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 02 |
| 289 | * Pr Public Affairs Rep | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| 275 | * Pr Real Estate Rep | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 04 |
| YC54 | * Pr Recruitment Specialist (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| 933 | * Pr Resource Specialist | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| 223 | * Pr Systems Analyst | 054 | \$ 55.62- 72.78 | \$ 9,641-12,615 | \$115,690-151,382 | 04 |
| YC17 | * Pr Training Administrator (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YC10 | * Pr Training Specialist (C) | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 05 |
| YA103 | Pr Water Quality Specialist | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 02 |
| S01 | Pre-Apprentice | 017 | \$ 20.14- 26.44 | \$ 3,491- 4,583 | \$ 41,891- 54,995 | 02 |
| PM031 | * Prgrm Mgr-Audit | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| PM021 | * Prgrm Mgr-Bay-Delta Initiative | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM002 | * Prgrm Mgr-Business Continuity | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PM027 | * Prgrm Mgr-Business Outreach | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PMA02 | * Prgrm Mgr-Community Relations | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| PM004 | * Prgrm Mgr-Corporate Resources | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PM029 | * Prgrm Mgr-Creative Design | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| PM005 | * Prgrm Mgr-Dam Safety Initiativs | 071 | \$ 87.79-114.98 | \$15,217-19,930 | \$182,603-239,158 | 04 |
| PM006 | * Prgrm Mgr-Emergency Management | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| PM026 | * Prgrm Mgr-Engineering | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| PM001 | * Prgrm Mgr-Finance | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM007 | * Prgrm Mgr-Fleet | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PM009 | * Prgrm Mgr-Info Technology | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM013 | * Prgrm Mgr-Power Sched&Trading | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PM014 | * Prgrm Mgr-Press Office | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM022 | * Prgrm Mgr-Real Property | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| PM015 | * Prgrm Mgr-Regnl Recycled Water | 071 | \$ 87.79-114.98 | \$15,217-19,930 | \$182,603-239,158 | 04 |
| PM023 | * Prgrm Mgr-Safety&RegCompliance | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM017 | * Prgrm Mgr-Water Resource | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| PM019 | * Prgrm Mgr-Web | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| XA50 | Production Planner | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |

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|---------------------|----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| Z13D | * Program Manager I | 068 | \$ 62.59- 85.49 | \$10,849-14,818 | \$130,187-177,819 | 01 |
| Z13E | * Program Manager II | 071 | \$ 67.80- 92.68 | \$11,752-16,065 | \$141,024-192,774 | 01 |
| Z13F | * Program Manager III | 074 | \$ 73.53-100.32 | \$12,745-17,389 | \$152,942-208,666 | 01 |
| YA85 | Project Controls Specialist | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| TA23 | Property Maintenance Tech | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| YA87 | Public Affairs Rep I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| YA88 | Public Affairs Rep II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| TA21 | Pump Plant Maint Operator I | 032 | \$ 30.40- 39.97 | \$ 5,269- 6,928 | \$ 63,232- 83,138 | 02 |
| TA22 | Pump Plant Maint Operator II | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| T01 | Pump Plant Specialist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA90 | Quality Assurance Officer | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 02 |
| YA91 | Real Estate Representative I | 037 | \$ 34.86- 45.88 | \$ 6,042- 7,953 | \$ 72,509- 95,430 | 02 |
| YA92 | Real Estate Representative II | 042 | \$ 39.97- 52.66 | \$ 6,928- 9,128 | \$ 83,138-109,532 | 02 |
| YA93 | Real Estate Representative III | 046 | \$ 44.60- 58.75 | \$ 7,731-10,183 | \$ 92,768-122,200 | 02 |
| UA12 | Reprographics Technician I | 023 | \$ 23.71- 31.21 | \$ 4,110- 5,410 | \$ 49,317- 64,917 | 02 |
| UA13 | Reprographics Technician II | 028 | \$ 27.16- 35.83 | \$ 4,708- 6,211 | \$ 56,493- 74,526 | 02 |
| UA14 | Reprographics Technician III | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| YA98 | Resource Specialist | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 02 |
| Z03B | * Section Manager I (C) | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 05 |
| Z03C | * Section Manager II (C) | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 05 |
| SM005 | * Section Mgr-Business Outreach | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM014 | * Section Mgr-Conveyance&Distrbn | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 04 |
| SM002 | * Section Mgr-Customer&Comm Svcs | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM015 | * Section Mgr-Engineering Svcs | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 04 |
| SM009 | * Section Mgr-Environ Planning | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM003 | * Section Mgr-Legislative Svcs | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM004 | * Section Mgr-Media Services | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM006 | * Section Mgr-MembrSvc&PubOutrch | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM010 | * Section Mgr-Ops Safety&Reg Srv | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM011 | * Section Mgr-Ops Support Svcs | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM012 | * Section Mgr-Power Ops&Planning | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM018 | * Section Mgr-Real Property | 071 | \$ 87.79-114.98 | \$15,217-19,930 | \$182,603-239,158 | 04 |
| SM007 | * Section Mgr-Rev, Rates &Budget | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| SM019 | * Section Mgr-Revenue & Budget | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM013 | * Section Mgr-Water Ops&Planning | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM016 | * Section Mgr-Water Quality | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 04 |
| SM008 | * Section Mgr-Water Resource Mgt | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 04 |
| SM017 | * Section Mgr-Water Treatment | 073 | \$ 92.68-121.39 | \$16,065-21,041 | \$192,774-252,491 | 04 |
| WC01 | Security Specialist (C) | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| V02 | * Special Asst to the GM | 072 | \$ 69.64- 95.16 | \$12,071-16,494 | \$144,851-197,933 | 01 |
| Z16A | * Special Projects Manager | 072 | \$ 90.20-118.13 | \$15,635-20,476 | \$187,616-245,710 | 05 |
| YA02 | Sr Accountant | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| VA03 | Sr Accounting Tech | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| YA05 | Sr Admin Analyst | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 02 |
| YC04 | * Sr Admin Analyst (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| Y01 | * Sr Architect | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| YC43 | * Sr Benefits Analyst (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| YA10 | Sr Biologist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| YC07 | * Sr Board Specialist (C) | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 05 |
| YA14 | Sr Buyer | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA18 | Sr Chemist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| YC49 | * Sr Class & Comp Analyst (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| XA08 | Sr Crane Certification Tech | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA10 | Sr Cross Connection Tech | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| Z11 | * Sr Dep Gen Counsel Lbr Reltns | 079 | \$ 84.12-114.98 | \$14,581-19,930 | \$174,970-239,158 | 01 |
| YA23 | Sr Deputy Auditor | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| XA14 | Sr Designer | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| YC20 | * Sr Dpty General Counsel (C) | 071 | \$ 87.79-114.98 | \$15,217-19,930 | \$182,603-239,158 | 05 |
| YC47 | * Sr EEO Analyst (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| YC28 | * Sr EHS Field Specialist (C) | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 05 |
| YC41 | * Sr Emp Relations Specialist | 054 | \$ 55.62- 72.78 | \$ 9,641-12,615 | \$115,690-151,382 | 05 |
| 114 | * Sr Engineer | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| XA23A | Sr Engineering Technician | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| 924 | * Sr Environmental Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| YC04A | * Sr Financial Analyst (C) | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| YC23 | * Sr Government&Region AffRep(C) | 057 | \$ 60.36- 78.89 | \$10,462-13,674 | \$125,549-164,091 | 05 |
| YC51 | * Sr HR Training Specialist (C) | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 05 |
| YC45 | * Sr HRIS Analyst (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| YA109 | Sr IT Business Analyst | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| XA30A | Sr IT Communication Technician | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 02 |

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| YA41 | Sr IT Enterprise App Analyst | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| YA36 | Sr IT GIS Analyst | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| YA45 | Sr IT Infrastructure Adminstr | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| YA49 | Sr IT Network Engineer | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| YA53 | Sr IT Proj Controls Specialist | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 02 |
| YA57 | Sr IT Quality Analyst | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| YA61 | Sr IT Software Developer | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| XA34A | Sr IT Support Analyst | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 02 |
| YA65 | Sr IT System Administrator | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 02 |
| 201 | * Sr Info Systems Auditor | 055 | \$ 57.19- 74.72 | \$ 9,913-12,951 | \$118,955-155,418 | 04 |
| YC14 | * Sr Info Tech Analyst (C) | 052 | \$ 52.66- 68.99 | \$ 9,128-11,958 | \$109,533-143,499 | 05 |
| XA37A | Sr Lab Info Systems Specialist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| XA44A | Sr Landscape Maintenance Tech | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA68 | Sr Legal Analyst | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 02 |
| UC03 | Sr Legal Secretary (C) | 040 | \$ 37.84- 49.83 | \$ 6,559- 8,637 | \$ 78,707-103,646 | 05 |
| YA73 | Sr Limnologist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| YA78 | Sr Microbiologist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| 928 | * Sr Occup Safety & Health Spec | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| XA49 | Sr Planner Scheduler | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA86 | Sr Project Controls Specialist | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 02 |
| YA89 | Sr Public Affairs Rep | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YA94 | Sr Real Estate Representative | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 02 |
| YC53 | * Sr Recruitment Specialist (C) | 049 | \$ 48.43- 63.71 | \$ 8,395-11,043 | \$100,734-132,517 | 05 |
| UA15 | Sr Reprographic Technician | 034 | \$ 32.12- 42.23 | \$ 5,567- 7,320 | \$ 66,810- 87,838 | 02 |
| 155 | * Sr Research Chemist | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| 932 | * Sr Resource Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| WC03 | Sr Security Specialist | 054 | \$ 55.62- 72.78 | \$ 9,641-12,615 | \$115,690-151,382 | 05 |
| XA56 | Sr System Operations Tech | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| TA17 | Sr System Operator | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA62A | Sr Technical Writer | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| YC16 | * Sr Training Administrator (C) | 051 | \$ 51.16- 67.21 | \$ 8,868-11,650 | \$106,413-139,797 | 05 |
| YC09 | * Sr Training Specialist (C) | 050 | \$ 49.83- 65.42 | \$ 8,637-11,339 | \$103,646-136,074 | 05 |
| YA102 | Sr Water Quality Specialist | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| XA69 | Sr Water Quality Technician | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| V01 | * Staff Assistant to the GM | 072 | \$ 69.64- 95.16 | \$12,071-16,494 | \$144,851-197,933 | 01 |
| Z43 | * Staffing Manager | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 05 |
| VA12 | Storekeeper I | 026 | \$ 25.75- 33.97 | \$ 4,463- 5,888 | \$ 53,560- 70,658 | 02 |
| VA13 | Storekeeper II | 031 | \$ 29.54- 38.88 | \$ 5,120- 6,739 | \$ 61,443- 80,870 | 02 |
| VA14 | Storekeeper III | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| Y19 | * Strategic Comm&Policy Advisor | 081 | \$ 88.84-121.39 | \$15,399-21,041 | \$184,787-252,491 | 01 |
| PMA01 | * Strategic Program Mgr, HR | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| Y13 | Student Intern | 016 | \$ 15.11- 20.66 | \$ 2,619- 3,581 | \$ 31,429- 42,973 | 01 |
| S04 | Student Intern Desert | 010 | \$ 16.60- 21.82 | \$ 2,877- 3,782 | \$ 34,528- 45,386 | 02 |
| UA18 | Student Youth Intern | 014 | \$ 14.34- 19.57 | \$ 2,486- 3,392 | \$ 29,827- 40,706 | 01 |
| 260 | * Supervising Admin Analyst | 049 | \$ 47.02- 61.85 | \$ 8,150-10,721 | \$ 97,802-128,648 | 03 |
| XA51A | Survey and Mapping Tech I | 036 | \$ 33.97- 44.60 | \$ 5,888- 7,731 | \$ 70,658- 92,768 | 02 |
| XA52A | Survey and Mapping Tech II | 040 | \$ 37.84- 49.83 | \$ 6,559- 8,637 | \$ 78,707-103,646 | 02 |
| XA53A | Survey and Mapping Tech III | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA54A | Survey and Mapping Tech IV | 053 | \$ 54.12- 70.89 | \$ 9,381-12,288 | \$112,570-147,451 | 02 |
| XA55 | System Operations Technician | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| TA16 | System Operator | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |
| Z06A | * Team Manager I | 055 | \$ 55.52- 72.54 | \$ 9,623-12,574 | \$115,482-150,883 | 03 |
| Z06B | * Team Manager II | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 03 |
| Z06C | * Team Manager III | 058 | \$ 60.18- 78.63 | \$10,431-13,629 | \$125,174-163,550 | 03 |
| Z06D | * Team Manager IV | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| Z06R | * Team Manager IV (C) | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 05 |
| Z06E | * Team Manager V | 060 | \$ 63.51- 83.00 | \$11,008-14,387 | \$132,101-172,640 | 03 |
| Z06S | * Team Manager V (C) | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| Z06F | * Team Manager VI | 064 | \$ 70.66- 92.39 | \$12,248-16,014 | \$146,973-192,171 | 03 |
| Z06G | * Team Manager VII | 065 | \$ 72.54- 94.87 | \$12,574-16,444 | \$150,883-197,330 | 03 |
| TM001 | * Team Mgr-Admin Svcs Bus Mgmt | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM080 | * Team Mgr-Budget | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 04 |
| TM002 | * Team Mgr-Business Applications | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM061 | * Team Mgr-Business Intel System | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 04 |
| TM003 | * Team Mgr-Chemistry | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM079 | * Team Mgr-Community Relations | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM005 | * Team Mgr-Construction Mgmt I | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| TM004 | * Team Mgr-Construction Mgmt II | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM064 | * Team Mgr-ConstructionContracts | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM006 | * Team Mgr-Control Systems Apps | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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Effective Date: 06/26/2022

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| TM007 | * Team Mgr-Corrosion Control | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM078 | * Team Mgr-Creative Design | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM008 | * Team Mgr-Database | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM009 | * Team Mgr-Design | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM073 | * Team Mgr-Design Support | 057 | \$ 60.36- 78.89 | \$10,462-13,674 | \$125,549-164,091 | 04 |
| TM072 | * Team Mgr-Design Technology | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM081 | * Team Mgr-Education | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM013 | * Team Mgr-Eng Compliance | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM012 | * Team Mgr-Engineering Administr | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM014 | * Team Mgr-Enterprise Apps | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM022 | * Team Mgr-Enterprise GIS & CAD | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 04 |
| TM015 | * Team Mgr-EnterprsrWaterSysPrgrm | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM065 | * Team Mgr-Environ Planning | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM016 | * Team Mgr-Environ Prgrm Support | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM011 | * Team Mgr-Ext Affairs Bus Mgmt | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM019 | * Team Mgr-Facility Operations | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM018 | * Team Mgr-Facility Planning | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM020 | * Team Mgr-Field Survey | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM033 | * Team Mgr-FinanceRpt&PlantAsset | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM021 | * Team Mgr-Geodetics and Mapping | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM023 | * Team Mgr-Graphic Design | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| TMA01 | * Team Mgr-HR Business Support | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 05 |
| TM024 | * Team Mgr-Health&SafetyPrgrmSup | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM025 | * Team Mgr-Hydraulics&SysMdlng | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM026 | * Team Mgr-Hydroelectric | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM027 | * Team Mgr-IT Administration | 062 | \$ 68.99- 90.20 | \$11,958-15,635 | \$143,499-187,616 | 04 |
| TM074 | * Team Mgr-IT Business Analysis | 061 | \$ 67.21- 87.79 | \$11,650-15,217 | \$139,797-182,603 | 04 |
| TM077 | * Team Mgr-IT Client Systems Spt | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| TM066 | * Team Mgr-IT Prgrm Project Sppt | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM028 | * Team Mgr-IT Quality Assurance | 061 | \$ 67.21- 87.79 | \$11,650-15,217 | \$139,797-182,603 | 04 |
| TM010 | * Team Mgr-IT Service Desk | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| TM067 | * Team Mgr-Info Security | 061 | \$ 67.21- 87.79 | \$11,650-15,217 | \$139,797-182,603 | 04 |
| TM046 | * Team Mgr-InternalCntr&WaterInv | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM029 | * Team Mgr-Inventory Control | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 04 |
| TM075 | * Team Mgr-Laboratory Support | 056 | \$ 57.04- 74.61 | \$ 9,887-12,932 | \$118,643-155,189 | 03 |
| TM068 | * Team Mgr-LandPlanning&Managemt | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM031 | * Team Mgr-Maint Engineering | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM032 | * Team Mgr-Materials&Metallurgy | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| TM034 | * Team Mgr-Microbiology | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM035 | * Team Mgr-Operations App Svcs | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM036 | * Team Mgr-Operations Compliance | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM076 | * Team Mgr-Operations Planning | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM037 | * Team Mgr-Ops Control Center | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM060 | * Team Mgr-Power Ops& Scheduling | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM038 | * Team Mgr-Procurement | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM039 | * Team Mgr-Prof Contracting Svcs | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM040 | * Team Mgr-Program Management | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| TM041 | * Team Mgr-Project Support | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 04 |
| TM063 | * Team Mgr-Property Management | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM042 | * Team Mgr-Pump Plant | 061 | \$ 67.21- 87.79 | \$11,650-15,217 | \$139,797-182,603 | 04 |
| TM043 | * Team Mgr-QltyAsrn&CompSampling | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM044 | * Team Mgr-Real Prop Bus Mgmt | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM045 | * Team Mgr-RecordsMgt&ImagingSvc | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM030 | * Team Mgr-Reservoir Management | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM069 | * Team Mgr-Resource Development | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM070 | * Team Mgr-Resource Planning | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM062 | * Team Mgr-Right of Way Acquistn | 063 | \$ 70.89- 92.68 | \$12,288-16,065 | \$147,451-192,774 | 04 |
| TM047 | * Team Mgr-Safety of Dams | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM017 | * Team Mgr-Safety&RegSvcSiteSupt | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TMA02 | * Team Mgr-SafetyRegTechTraining | 060 | \$ 65.42- 85.49 | \$11,339-14,818 | \$136,074-177,819 | 05 |
| TM048 | * Team Mgr-Security Management | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM049 | * Team Mgr-Server Administration | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM050 | * Team Mgr-Substructures | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM051 | * Team Mgr-Supply Acquisition | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM053 | * Team Mgr-Technical Control | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| TM054 | * Team Mgr-Technical Writing | 058 | \$ 61.99- 80.99 | \$10,745-14,038 | \$128,939-168,459 | 04 |
| TM055 | * Team Mgr-Telecommunications | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| TM071 | * Team Mgr-Treasury Operations | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM058 | * Team Mgr-WRM Business Mgmt | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |
| TM059 | * Team Mgr-WSO Business Mgmt | 059 | \$ 63.71- 83.20 | \$11,043-14,421 | \$132,517-173,056 | 04 |

Metropolitan Water District of Southern California
SALARY SCHEDULE

Report ID: MHR828

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Effective Date: 06/26/2022

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| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|---------------------|-----------------------------------|--------------|-----------------|-----------------|-------------------|-----------|
| TM056 | * Team Mgr-Warehouse | 056 | \$ 58.75- 76.85 | \$10,183-13,321 | \$122,200-159,848 | 04 |
| TM057 | * Team Mgr-Water Efficiency | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| XA57 | Technical Illustrator I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA58 | Technical Illustrator II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA59A | Technical Writer I | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA60A | Technical Writer II | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA61A | Technical Writer III | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| YC55 | * Training Administrator | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| VC10 | Training Assistant I | 030 | \$ 28.77- 37.84 | \$ 4,987- 6,559 | \$ 59,842- 78,707 | 05 |
| VC11 | Training Assistant II | 034 | \$ 32.12- 42.23 | \$ 5,567- 7,320 | \$ 66,810- 87,838 | 05 |
| VC12 | Training Assistant III | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 05 |
| Y15 | * Training Logistics Specialist | 059 | \$ 61.85- 80.78 | \$10,721-14,002 | \$128,648-168,022 | 03 |
| YC08 | * Training Specialist (C) | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 05 |
| ASM01 | * Treasurer | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| VA15 | Treasury Administrator | 039 | \$ 36.83- 48.43 | \$ 6,384- 8,395 | \$ 76,606-100,734 | 02 |
| Z05E | * Unit Manager V | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| Z05J | * Unit Manager V (C) | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| UM001 | * Unit Mgr-Accounting | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM002 | * Unit Mgr-Application Services | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| UM003 | * Unit Mgr-Apprentice&TechTrain | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| UM004 | * Unit Mgr-Audit | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| UMA01 | * Unit Mgr-Benefits Services | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| UM031 | * Unit Mgr-Budget | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM030 | * Unit Mgr-Chemistry | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UMA02 | * Unit Mgr-ClassComp&Recruitment | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| UM005 | * Unit Mgr-Construction Services | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM006 | * Unit Mgr-Contracting Services | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM007 | * Unit Mgr-Conveyance&Distribtn | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM008 | * Unit Mgr-Document Services | 064 | \$ 72.78- 95.16 | \$12,615-16,494 | \$151,382-197,933 | 04 |
| UM009 | * Unit Mgr-Education | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM010 | * Unit Mgr-Engineering Services | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 04 |
| UM038 | * Unit Mgr-Environmental Plng | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 04 |
| UM011 | * Unit Mgr-Facility Management | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| UM012 | * Unit Mgr-Fleet Services | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| UM016 | * Unit Mgr-IT Infrastructure | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM033 | * Unit Mgr-IT Program Mgt Office | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 04 |
| UM017 | * Unit Mgr-IT Project Planning | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM032 | * Unit Mgr-IT Security | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM013 | * Unit Mgr-Implemnt Proj&Studies | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM014 | * Unit Mgr-Imported Supply | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM015 | * Unit Mgr-Info Security Svcs | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM037 | * Unit Mgr-Laboratory Services | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM023 | * Unit Mgr-Land Management | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| UM018 | * Unit Mgr-Manufacturing Svcs | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM029 | * Unit Mgr-Microbiology | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM019 | * Unit Mgr-Ops Planning&Program | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM036 | * Unit Mgr-Ops Proj & Asset Mgmt | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 04 |
| UM021 | * Unit Mgr-Planning and Acquistn | 067 | \$ 78.89-103.14 | \$13,674-17,878 | \$164,091-214,531 | 04 |
| UM020 | * Unit Mgr-Power&EquipReliability | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM040 | * Unit Mgr-PowerCompl&Programs | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM035 | * Unit Mgr-Rates, Charges&FinPlan | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM039 | * Unit Mgr-Reporting | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 04 |
| UM024 | * Unit Mgr-Risk Management | 065 | \$ 74.72- 97.72 | \$12,951-16,938 | \$155,418-203,258 | 04 |
| UM041 | * Unit Mgr-Safety&Environ Svcs | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM034 | * Unit Mgr-Security | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM025 | * Unit Mgr-System Analysis | 069 | \$ 83.20-108.89 | \$14,421-18,874 | \$173,056-226,491 | 04 |
| UM026 | * Unit Mgr-System Operations | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM027 | * Unit Mgr-Water Purification | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| UM028 | * Unit Mgr-Water Treatment Plant | 068 | \$ 80.99-105.98 | \$14,038-18,370 | \$168,459-220,438 | 04 |
| XA63 | Videographer I | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| XA64 | Videographer II | 041 | \$ 38.88- 51.16 | \$ 6,739- 8,868 | \$ 80,870-106,413 | 02 |
| YA101 | Water Quality Specialist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| XA66 | Water Quality Technician I | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| XA67 | Water Quality Technician III | 038 | \$ 35.83- 47.13 | \$ 6,211- 8,169 | \$ 74,526- 98,030 | 02 |
| XA68 | Water Quality Technician IIII | 043 | \$ 41.11- 54.12 | \$ 7,126- 9,381 | \$ 85,509-112,570 | 02 |
| XA70A | Water Sampling Field Tech | 033 | \$ 31.21- 41.11 | \$ 5,410- 7,126 | \$ 64,917- 85,509 | 02 |
| Z38 | * Workers Compensation Manager | 066 | \$ 76.85-100.32 | \$13,321-17,389 | \$159,848-208,666 | 05 |
| T13 | Wtr Treatment Plant Specialist | 048 | \$ 47.13- 61.99 | \$ 8,169-10,745 | \$ 98,030-128,939 | 02 |
| TA18 | Wtr Trtment Plant Operator I | 035 | \$ 33.05- 43.42 | \$ 5,729- 7,526 | \$ 68,744- 90,314 | 02 |
| TA19 | Wtr Trtment Plant Operator II | 040 | \$ 37.84- 49.83 | \$ 6,559- 8,637 | \$ 78,707-103,646 | 02 |

Report ID: MHR828

Metropolitan Water District of Southern California
SALARY SCHEDULEPage No. 10
Run Date 09/20/2022
Run Time 10:32:47

Effective Date: 06/26/2022

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|------------------------|--------------------------------|-----------------|-----------------|------------------|-------------------|--------------|
| TA20 | Wtr Trtment Plant Operator III | 045 | \$ 43.42- 57.19 | \$ 7,526- 9,913 | \$ 90,314-118,955 | 02 |

Report ID: MHR828 Metropolitan Water District of Southern California
SALARY SCHEDULE

Page No. 11
Run Date 09/20/2022
Run Time 10:32:47

Effective Date: 06/26/2022

| Classification Code | Title | Salary Grade | Hourly Range | Monthly Range | Annual Range | Unit Code |
|------------------------|-------|-----------------|-----------------|------------------|-----------------|--------------|
|------------------------|-------|-----------------|-----------------|------------------|-----------------|--------------|

Unit Code

00 - Executive
01 - Unrepresented
02 - AFSCME Local 1902
03 - Supervisors Association
04 - Management&Professional Assoc
05 - Assoc of Conf Employees

* Not Eligible for Overtime

O&M Tech Titles

+ O&M Tech I
S03A (Grade 27): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
S03 (Grade 28): Electrical, HVAC, Machinist, Mechanical
S03P (Grade 28 - Apprentice): Electrical, Mechanical
+ O&M Tech II
S02A (Grade 31): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
S02 (Grade 32): Electrical, HVAC, Machinist, Mechanical
S02P (Grade 32 - Apprentice): Electrical, Mechanical
+ O&M Tech III
T10A (Grade 35): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
T10 (Grade 36): Electrical, HVAC, Machinist, Mechanical
T10P (Grade 36 - Apprentice): Electrical, Mechanical
+ O&M Tech IV
T03A (Grade 41): Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator
T03 (Grade 42): Electrical, HVAC, Machinist, Mechanical
T03FS (Grade 42): Welder-Fabricator/Field Services

End of Report



Organization, Personnel and Technology Committee

Approve Employee Salary Schedule Pursuant to CalPERS Regulations

Item 7-6

October 11, 2022

Purpose and Background

- Metropolitan's Board is required by CalPERS to annually approve and adopt a salary schedule.
- Doing so does not amend or revise Memoranda of Understanding (MOUs), which have already been approved by the Board.

Governing Authority

- California Code of Regulations, Section 570.5
- Pay rate for calculating pensions specifically limited to amount listed on a *pay schedule*
- *Pay schedule* must
 - Be approved and adopted by the Board
 - Identify the position title for every employee
 - Show the pay rate for each identified position
 - Indicate the effective date
 - Meet public posting requirements

Changes to Salary Schedule for 2022

- Implements changes from the Board-approved MOUs
- Implements any newly created job titles/classifications

Board Options

Option #1

Approve the salary schedules.

Option #2

Do not approve the salary schedule

Staff Recommendation

- Option #1
Approve the attached salary schedules.





• **Board of Directors**
Real Property and Asset Management Committee

10/11/2022 Board Meeting

7-7

Subject

Declare 41 parcels, totaling approximately 636 acres, as surplus land that is no longer required for Metropolitan's current and foreseeable needs and authorize staff to dispose of the parcels; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Under the California Surplus Land Act (Government Code Section 54220, et seq.) and the Metropolitan Administrative Code, the sale or lease of excess land requires a board declaration that the land is "surplus land" as supported by written findings before Metropolitan disposes of such land consistent with Metropolitan's policies and procedures.

Metropolitan owns 441 fee-owned parcels, totaling 636 acres, located in the counties of Riverside, San Bernardino, Mojave, and San Diego (**Attachment 1 and Attachment 2**) that were deemed by staff to be excess and no longer required for Metropolitan's current or foreseeable future needs. Staff recommends that the Board declare the parcels to be surplus land as described herein and direct staff to take necessary actions to dispose of the property.

Details

Background

Metropolitan owns over 211,636 acres of right-of-way comprised of approximately 175,569 acres of fee property and approximately 36,067 acres of utility and fallowing easement across twelve counties in California. Metropolitan retains properties for current and future uses related to the conveyance, storage, and treatment of water, for environmental mitigation and water conservation purposes. The manner in which Metropolitan achieves its mission of providing adequate and reliable supplies of high-quality water evolves over time. Metropolitan's land needs adjust in tandem with the evolution of Metropolitan's operations and uses.

Under the land management provisions of the California Surplus Land Act and the Metropolitan Administrative Code, excess land that is owned in fee simple may be disposed of after the Board takes formal action in a public meeting declaring the land as surplus and not necessary for Metropolitan's use. To support this process, Metropolitan's Real Property Group (RPG) performs a periodic evaluation of fee-owned real property pursuant to Metropolitan Administrative Code Section 8240 for the purpose of determining which properties may have become excess to Metropolitan's current and foreseeable operational requirements and other needs.

Since 2018, RPG regularly convenes with the Property Review Council (PRC), who are members of staff and represent their respective department interests. Together, they develop procedures and criteria to evaluate real property asset availability for disposal by way of surplus lease or sale. The PRC considers several factors when reviewing property holdings to determine surplus eligibility, including but not limited to:

- Parcels with existing or proposed operational facilities.
- Parcels needed as buffer land around an existing facility.
- Parcels retained for possible future projects.
- Existing ecosystem/environmental reserve lands and possible future reserve/mitigation land uses.

- Parcels used for access to operational and mitigation areas.
- Parcels used for dewatering or emergency water discharges.
- Parcels used for water conservation purposes.

The PRC's determination is then presented to the Board of Directors as a recommendation under the Surplus Land Act and the surplus land disposal provisions of Metropolitan's Administrative Code for land determination. The Board makes the final determination as to whether the recommended property is surplus to Metropolitan's needs. The PRC has completed the 2022 property review process and recommends to surplus the parcels listed in **Attachment 1** and shown on the map in **Attachment 2**.

Basis for Findings that Parcels are Surplus Land

Forty-five parcels were acquired as part of Metropolitan's land acquisitions for the construction of the Colorado River Aqueduct and the Val Verde Tunnel; and with the completion of these construction projects, various parcels became project remnants. Metropolitan also purchased one parcel as a site for the future San Diego 6 tunnel portal that is no longer needed as additional local supplies are available.

With regards to the listed parcels originally acquired in connection with the Val Verde Tunnel, which is over 200 hundred feet below ground, the surface of these incontiguous parcels is not used by Metropolitan and are no longer needed. Pursuant to the PRC's evaluation, staff considers the Val Verde parcels to be excess and recommends that the fee interest in the land be made available for disposal, subject to Metropolitan's retention of underground easements reservations. This request is consistent with previous surplus dispositions in the 1980s, where several parcels along the Val Verde Tunnel were similarly declared surplus and sold with the retention of a tunnel easement to Metropolitan. Any property that has a tunnel access shaft will be retained in fee for future tunnel maintenance, repair, or rehabilitation.

Benefits of declaring the land surplus and disposal of the subject parcels includes the elimination of trespassing and nuisance abatement issues, reduction of maintenance and security costs associated with preventing unlawful activities on the Val Verde Tunnel alignment, and revenue generated from land disposals.

Appraised Value of Parcels

The property will be appraised in conformance with Metropolitan's Administrative Code Section 8231: Appraisal of Real Property Interests.

Disposition Process

Pursuant to the Surplus Land Act and the Metropolitan Administrative Code, after a board declaration that land is surplus, staff may dispose of the property only following the transmission of a written notice of availability of the land to the California Housing and Community Development Department and certain designated entities in the areas of affordable housing, open space, and other uses. An eligible entity that desires to purchase or lease such land must notify Metropolitan in writing and is entitled to a period of good faith negotiations.

After this process, the Metropolitan Administrative Code allows the disposal of property by auction, open listing, and other means that accrue the highest sale price. Staff requests authority to satisfy all requirements related to the disposal of surplus land and to dispose or convey the land in the event the Board declares the land to be surplus land.

Requested Surplus Determination and Authorization to Dispose

Staff recommends declaring the subject 41 parcels to be surplus land pursuant to the Surplus Land Act and the Metropolitan Administrative Code and authorize the disposal of the 41 parcels according to current policies and procedures.

Policy

Metropolitan Water District Administrative Code §§ 8240-8258 (Disposal of Real Property)

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 48766, dated August 16, 2011, the Board adopted the proposed policy principles for managing Metropolitan's real property assets.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action declaring that the subject property is surplus to Metropolitan's needs and may be disposed of in accordance with applicable law is not defined as a project under CEQA because it involves continuing administrative activities, such as general policy and procedure making (Section 15378 (b)(2) of the State CEQA Guidelines). Additionally, the proposed action consists of the sale of surplus government property with no statewide, regional, or areawide importance and will not have a significant effect on the environment; therefore, the proposed action qualifies for a Class 12 Categorical Exemption (Section 15312 of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Declare that the 41 parcels are surplus land and not necessary for Metropolitan's use based on the written grounds set forth in the staff board letter and authorize their disposal according to Metropolitan's surplus land disposal policies and procedures.

Fiscal Impact: No fiscal impact at this time. Once parcels are disposed of, Metropolitan may receive revenue less disposition expenses at the close of escrow.

Business Analysis: The parcels are surplus to Metropolitan's needs.

Option #2

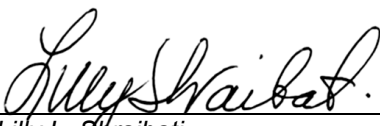
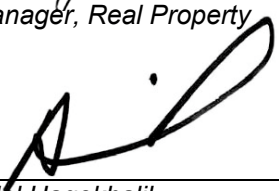
Do not declare the 41 parcels surplus to Metropolitan's needs

Fiscal Impact: Continued ownership expenses associated with property management, maintenance, and security

Business Analysis: Metropolitan continues its fee ownership of the parcels and remains exposed to nuisance abatement and trespassing issues and land protection and maintenance expenses.

Staff Recommendation

Option #1

| | |
|--|-------------------|
|  Lilly L. Shraibati Manager, Real Property | 9/23/2022 Date |
|  Adel Hagekhalil General Manager | 9/28/2022 Date |

Attachment 1 – Excess Parcels**Attachment 2 – Vicinity Map**

Ref# rpd12681589

**Property Evaluation
2021/2022
EXCESS PARCELS**

| Number | Map ID | APN | County | Acres | Comments |
|--------|------------------|-------------|----------------|-------|---|
| 1 | SD 6 | 109-280-02 | San Diego | 14.48 | No longer viable for San Diego 6 alignment |
| 2 | CRA | 0650-171-04 | San Bernardino | 78 | Were potential intake points for Colorado River Aqueduct |
| 3 | CRA | 0650-141-04 | San Bernardino | 160 | |
| 4 | CRA | 0650-261-02 | San Bernardino | 250 | |
| 5 | CRA | 0650-381-05 | San Bernardino | 41 | |
| 6 | CRA | 216-17-004 | Mohave | 67 | |
| 7 | CRA | 517-101-001 | Riverside | 0.25 | Excess adjacent parcels to Colorado River Aqueduct |
| 8 | CRA | 517-101-002 | Riverside | 0.25 | |
| 9 | CRA | 517-101-003 | Riverside | 0.3 | |
| 10 | CRA | 517-101-004 | Riverside | 0.27 | |
| 11 | CRA | 517-101-005 | Riverside | 0.25 | |
| 12 | Valverde Tunnels | 317-080-030 | Riverside | 2.84 | No ability to access facility from the surface, retain tunnel easements |
| 13 | Valverde Tunnels | 321-120-011 | Riverside | 2.51 | |
| 14 | Valverde Tunnels | 321-120-016 | Riverside | 1.04 | |
| 15 | Valverde Tunnels | 319-073-036 | Riverside | 0.25 | |
| 16 | Valverde Tunnels | 319-073-036 | Riverside | 0.09 | |
| 17 | Valverde Tunnels | 319-073-036 | Riverside | 0.53 | |
| 18 | Valverde Tunnels | 319-073-036 | Riverside | 0.14 | |
| 19 | Valverde Tunnels | 319-073-036 | Riverside | 1.69 | |
| 20 | Valverde Tunnels | 319-122-031 | Riverside | 0.36 | |
| 21 | Valverde Tunnels | 319-122-031 | Riverside | 0.33 | |
| 22 | Valverde Tunnels | 319-122-031 | Riverside | 0.34 | |
| 23 | Valverde Tunnels | 319-122-031 | Riverside | 0.35 | |
| 24 | Valverde Tunnels | 319-122-031 | Riverside | 0.36 | |
| 25 | Valverde Tunnels | 319-122-031 | Riverside | 0.37 | |
| 26 | Valverde Tunnels | 319-122-057 | Riverside | 0.35 | |
| 27 | Valverde Tunnels | 319-122-057 | Riverside | 0.28 | |
| 28 | Valverde Tunnels | 319-122-057 | Riverside | 0.1 | |
| 29 | Valverde Tunnels | 319-132-046 | Riverside | 0.16 | |
| 30 | Valverde Tunnels | 319-132-020 | Riverside | 0.09 | |
| 31 | Valverde Tunnels | 319-182-051 | Riverside | 0.09 | |
| 32 | Valverde Tunnels | 319-182-051 | Riverside | 1.02 | |
| 33 | Valverde Tunnels | 319-182-051 | Riverside | 0.15 | |
| 34 | Valverde Tunnels | 319-182-051 | Riverside | 0.12 | |
| 35 | Valverde Tunnels | 319-171-045 | Riverside | 0.12 | |
| 36 | Valverde Tunnels | 319-171-045 | Riverside | 0.27 | |
| 37 | Valverde Tunnels | 319-182-046 | Riverside | 0.19 | |
| 38 | Valverde Tunnels | 317-080-030 | Riverside | 2.53 | |
| 39 | Valverde Tunnels | 317-080-030 | Riverside | 2.21 | |
| 40 | Valverde Tunnels | 317-060-042 | Riverside | 4.54 | |
| 41 | Valverde Tunnels | 317-080-030 | Riverside | 1.13 | |

Total 636.35





Real Property and Asset Management Committee

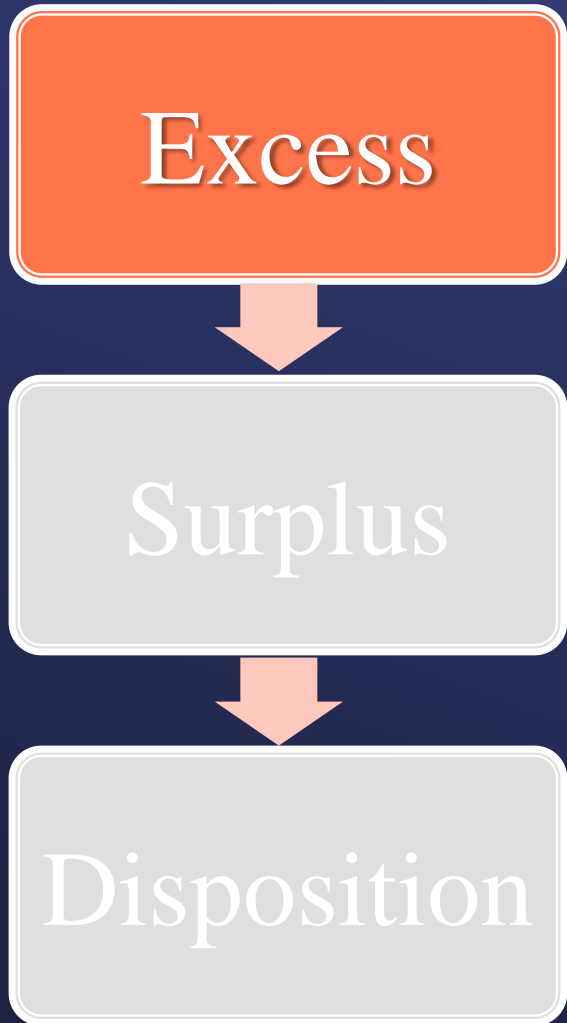
Declare 41 Parcels Surplus

Item 7-7

October 11, 2022

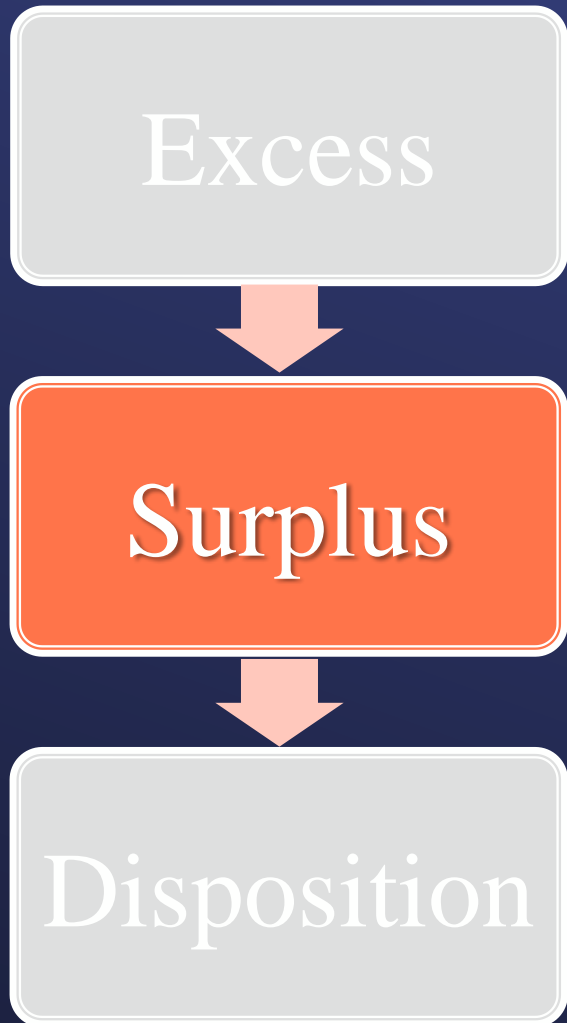
Property Summary by County

| County | Fee | Easements | Total |
|-----------------------------------|----------------|---------------|----------------|
| Imperial | 3,814 | 709 | 4,523 |
| Los Angeles | 1,436 | 672 | 2,108 |
| Orange | 279 | 2,262 | 2,541 |
| Riverside | 115,427 | 21,038 | 136,465 |
| San Bernardino | 34,186 | 8,402 | 42,588 |
| San Diego | 120 | 178 | 298 |
| Contra Costa | 8,504 | — | 8,504 |
| San Joaquin | 11,657 | — | 11,657 |
| Other (Clark, Mohave, Ventura) | 146 | 2,806 | 2,952 |
| Total (Acres) | 175,569 | 36,067 | 211,636 |



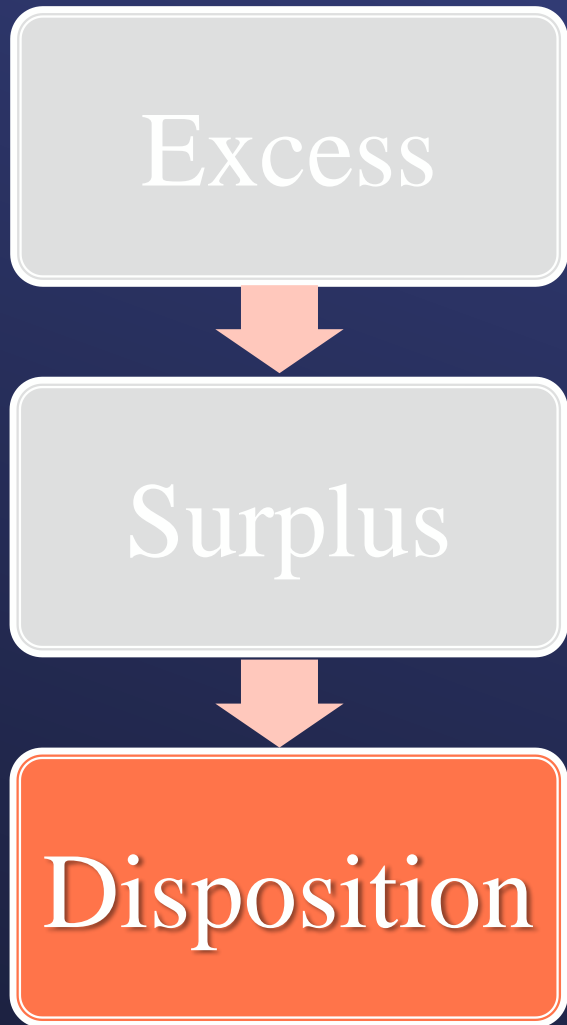
Consideration Criteria

- Existing operational facilities
- Land for access and buffer purposes
- Ecosystem/environmental reserve land
- Land for water conservation purposes
- Land for dewatering/emergency discharge
- Future projects, reserve or mitigation land



Surplus Property

The term used for real property that is deemed no longer needed by Metropolitan's Board of Directors.



Disposition Process

- Coordinate with Housing and Community Development agency (HCD)
- 60-Day Notice of Availability issued
 - Local public agencies
 - HCD-approved low-income housing developers
- 90-Day negotiation period
- Finalize disposition

Surplus

- Current Board Action
- Declare 41 parcels, totaling approximately 636 acres, as surplus

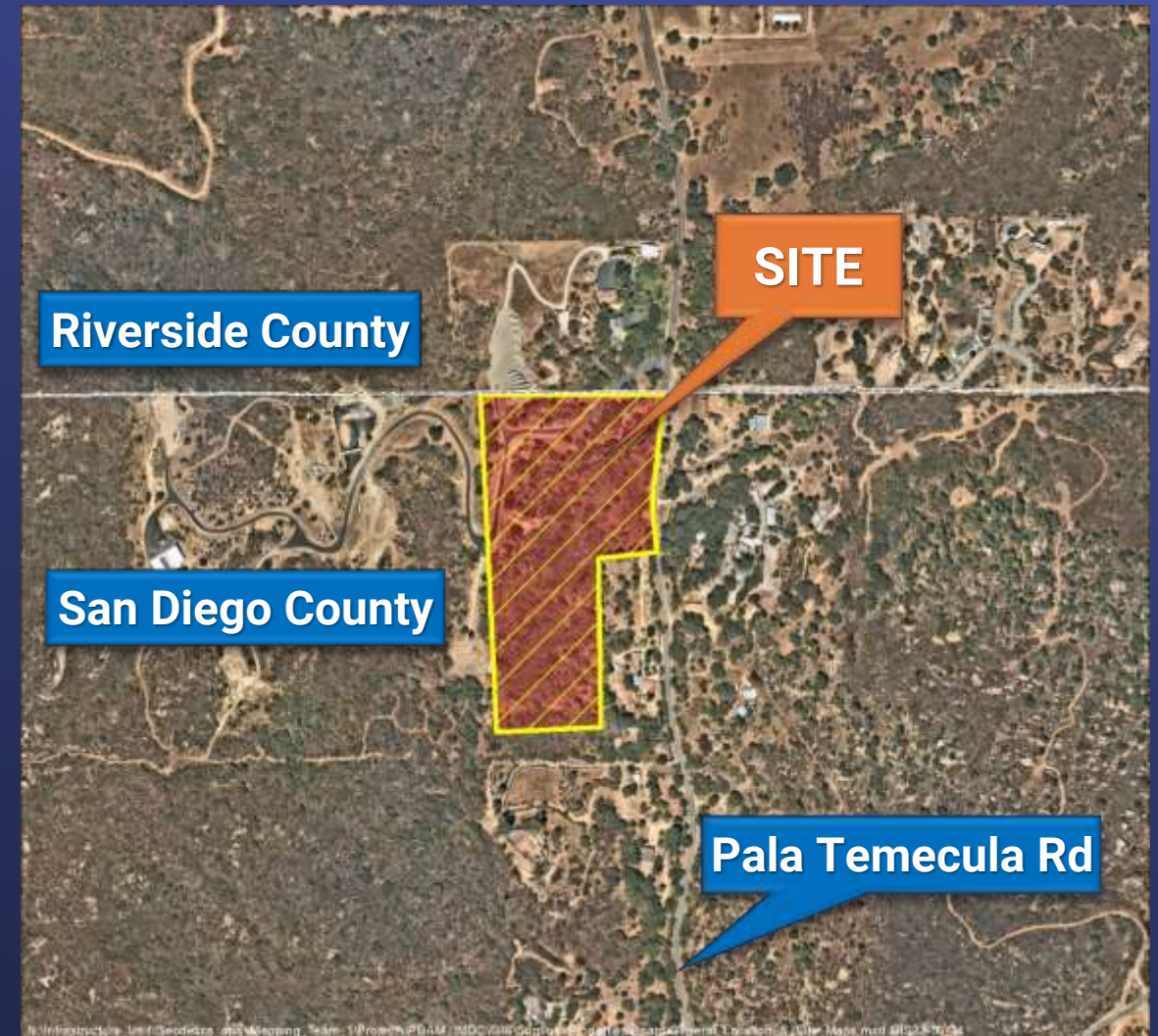
Service Area & CRA Map



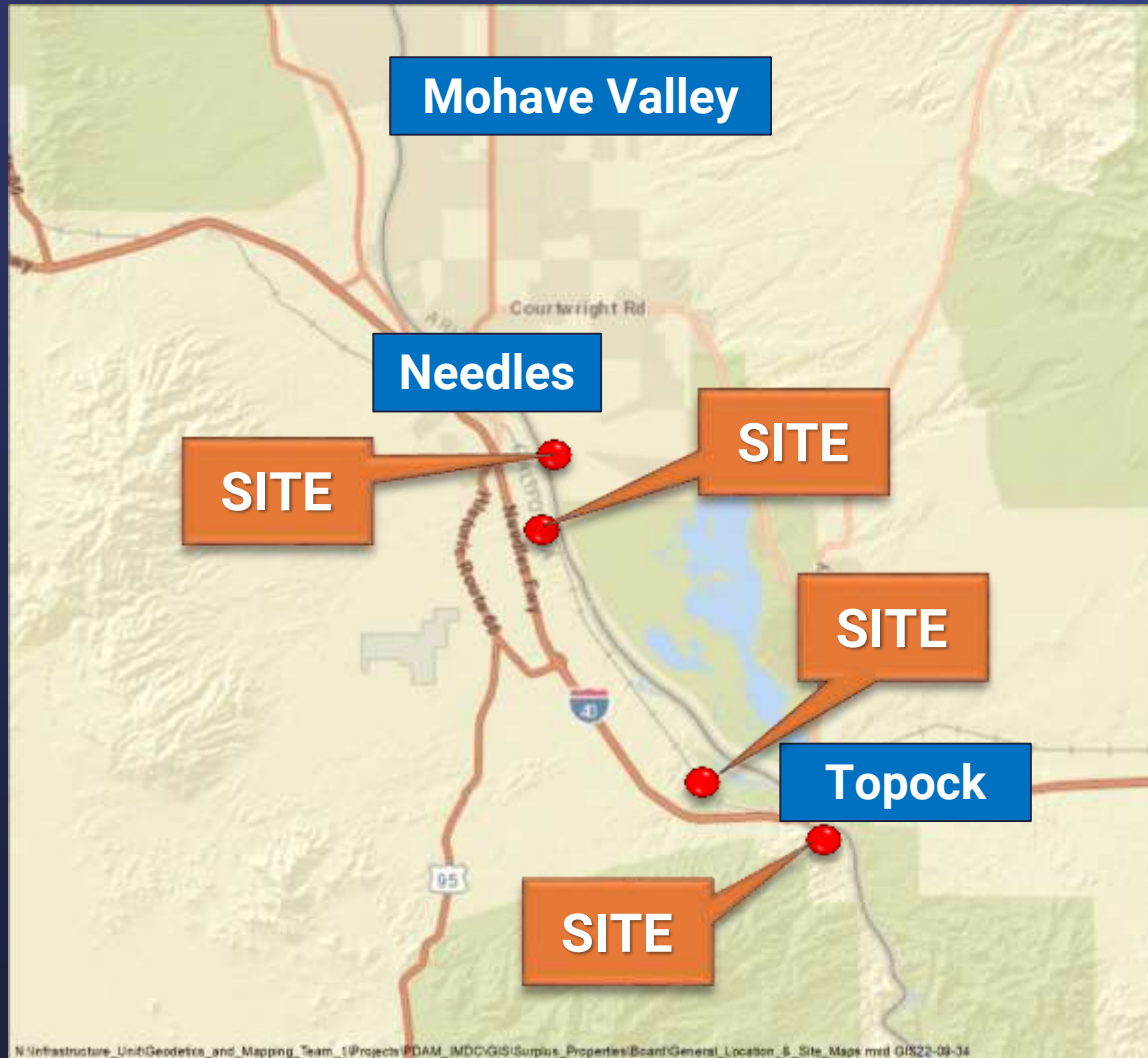
General Location



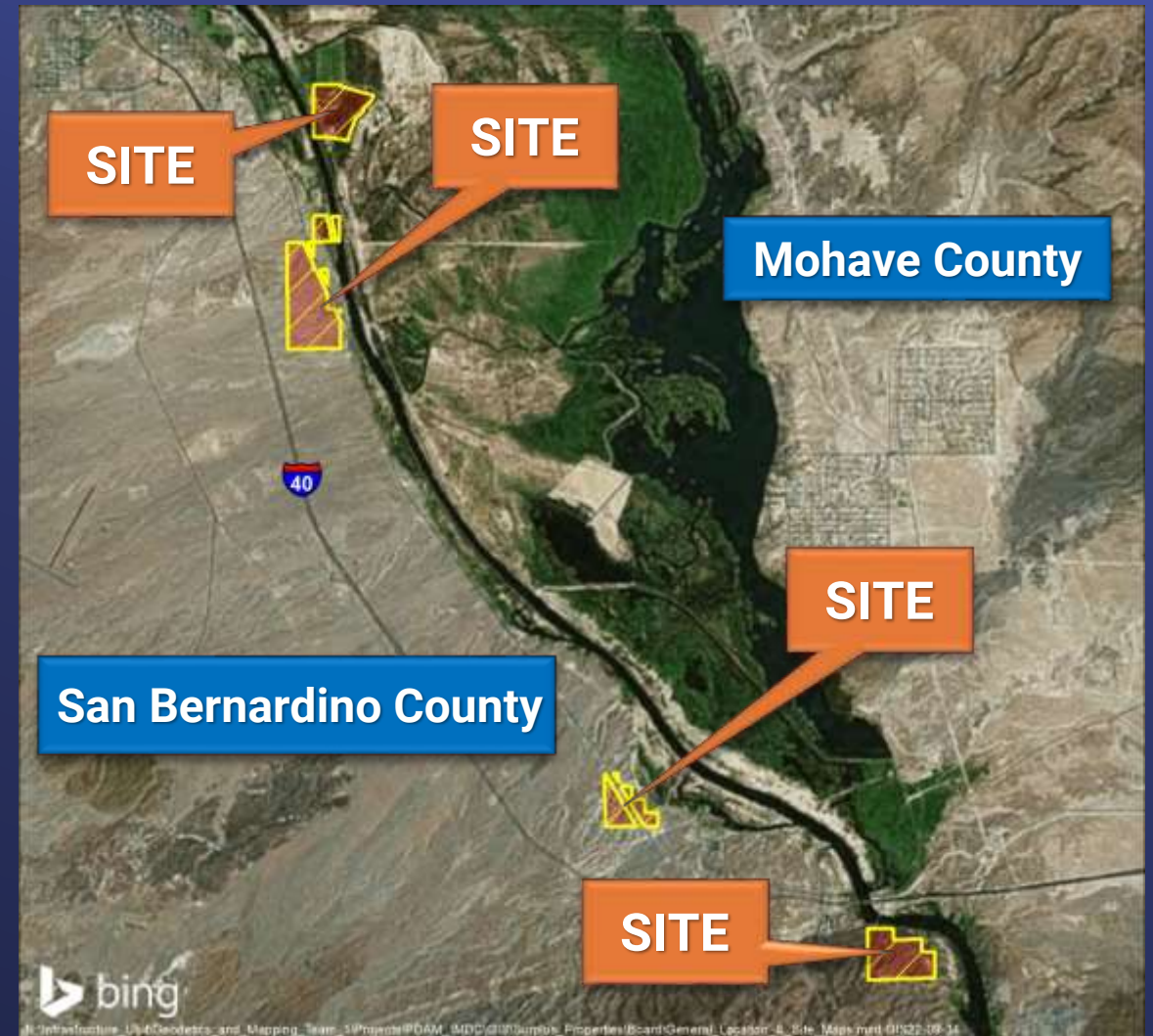
Site Map 1



General Location



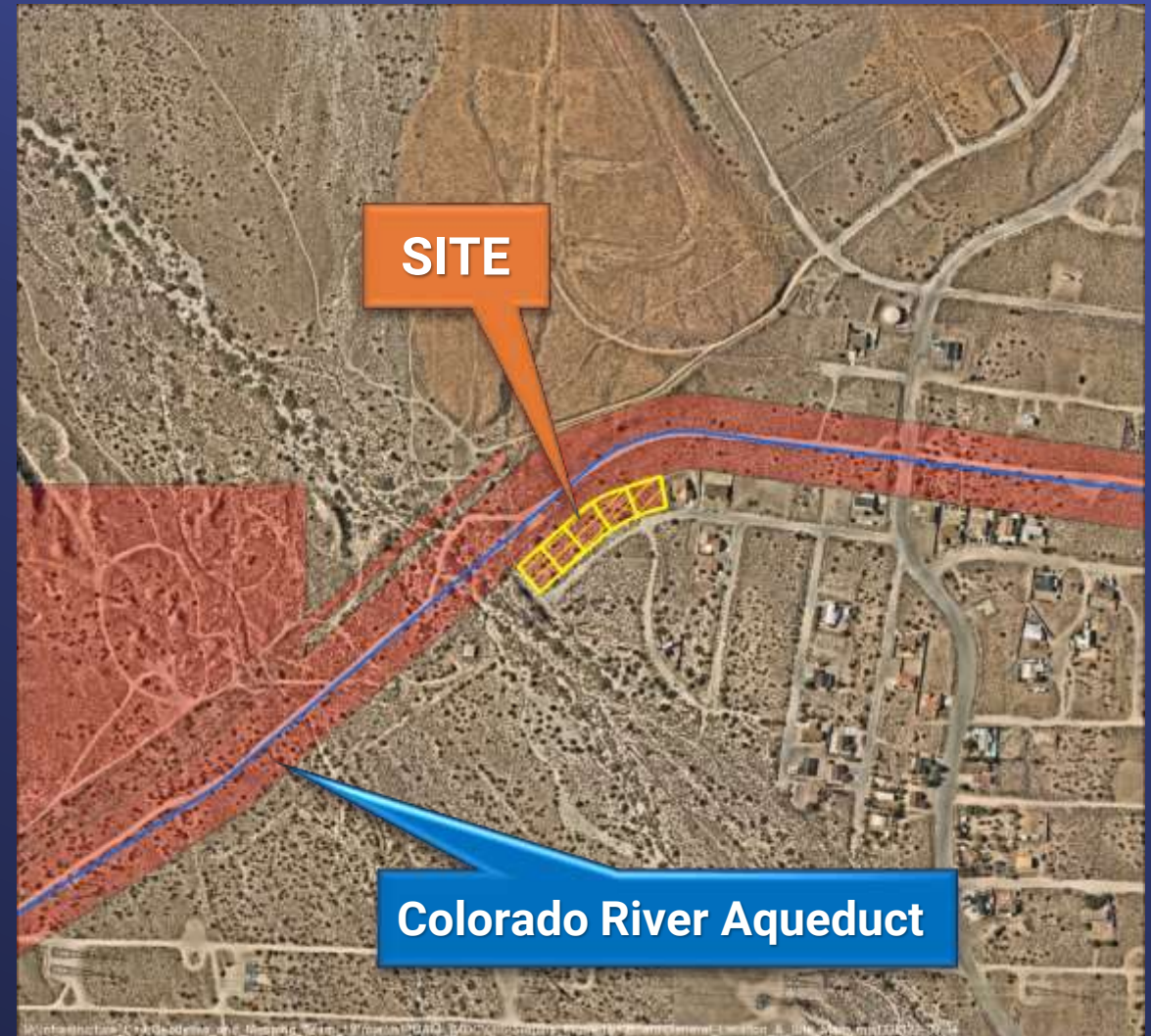
Site Map 2



General Location



Site Map 3



General Location Map - Site 4



Site Map 4



Board Options

Option No. 1

- Declare that the 41 parcels are surplus land and not necessary for Metropolitan's use based on the written grounds set forth in the staff board letter and authorize their disposal according to Metropolitan's surplus land disposal policies and procedures.

Option No. 2

- Do not declare the 41 parcels surplus to Metropolitan needs

Board Options

Staff Recommendation

- Option No. 1





• **Board of Directors**
Imported Water Committee

10/11/2022 Board Meeting

7-8

Subject

Authorization to extend the term of the Operational Shift Cost Offset Program to provide credits in calendar year 2023; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

The Operational Shift Cost Offset Program (OSCOP) helps preserve limited State Water Project (SWP) supplies by offsetting the increased costs a member agency incurs by shifting Metropolitan deliveries from SWP-supplied connections to Colorado River water-supplied connections at Metropolitan's request. Under existing OSCOP agreements, Metropolitan's member agencies have shifted about 52,000 acre-feet (AF), helping Metropolitan preserve its limited SWP supplies. This proposed action would extend the term of OSCOP into calendar year (CY) 2023 because of continuing drought conditions.

Agreements are slated to terminate on December 31, 2022, per the terms approved by the Board for the current OSCOP. Staff have reassessed the program and recommend extending the OSCOP to 2023. This action would further preserve SWP supplies and avoid additional resource and operational costs that would be necessary for Metropolitan to meet demands in SWP-dependent areas without demand deferment. Metropolitan would reassess the program based on operational experience, observed costs, and other lessons learned and return to the Board for approval of any extension of the program after 2023, if deemed necessary.

Details

Background

Following three years of record-breaking drought conditions that resulted in historically low SWP deliveries, Metropolitan declared a Water Shortage Emergency in the SWP-dependent areas and authorized an Emergency Water Conservation Program in April 2022. Despite extraordinary measures taken by Metropolitan, its member agencies, and others in Southern California, further and immediate action is needed to preserve and slow the draw from Metropolitan's stored SWP supplies. In order to maximize available Colorado River supplies and to save the limited SWP storage for potential future drought years, Metropolitan is maximizing use of its integrated and flexible system by working with the member agencies through the existing OSCOP to shift the points of delivery to meet demands wherever possible to preserve SWP supplies.

In May 2021, the Metropolitan Board authorized the OSCOP and authorized the General Manager to enter into agreements to provide a cost-offset credit of up to \$332 per AF in CY 2021 and \$349 per AF in CY 2022 for net increased costs incurred by a member agency from shifting operations to improve regional reliability. This credit was set at \$5 per AF above Metropolitan's Treatment Surcharge in each of the years. The Treatment Surcharge formed the basis of the maximum cost offset payable credit since most operational changes consisted of shifts from untreated deliveries to treated deliveries. The \$5 per AF increase beyond the Treatment Surcharge helped offset additional monitoring or operational costs incurred by the member agency due to the shift.

The program was authorized for CYs 2021 and 2022. Metropolitan executed OSCOP agreements with Eastern Municipal Water District, the city of Los Angeles, the city of Santa Monica, and Three Valleys Municipal Water District. Metropolitan is currently drafting agreements with Upper San Gabriel Valley Municipal Water District and Central Basin Municipal Water District. As of August 2022, Metropolitan and participating member agencies have certified a shift of approximately 52,000 AF (which, comparatively, is nearly half of the volume of the

current 5 percent SWP allocation). Based on continuing drought circumstances, staff proposes to extend the term of the OSCOP.

Proposed Extension of Term

This action seeks to extend the term of the OSCOP through CY 2023 to continue providing cost-offset credits for member agency actions related to operational changes to their system that provide a regional benefit. Cost-offset credits would only be given to a member agency under the following conditions:

- The member agency takes an action to make changes to its operations to accommodate Metropolitan's operational request.
- The member agency incurs costs due to these actions that are above the normal costs to operate their system.

These limits ensure that Metropolitan only pays cost-offset credits for deliveries needed for Metropolitan to implement its own operational changes. It also ensures that credits are paid only for expenses incurred that exceed the member agencies' normal operation costs due to receiving shifted Metropolitan water deliveries. Upon approval, the General Manager would work with participating member agencies and enter into agreements through CY 2023 to address the need to continue shifting deliveries sourced from SWP supplies or storage to deliveries from the Colorado River.

Operational Shift Cost Offset Program

Attachment 1 provides the general terms for the OSCOP. OSCOP would be offered in CY 2023, and credits for water delivered under qualifying operational changes would be limited to up to \$359/AF. The credit limit of \$359 per AF is set at \$5 per AF above Metropolitan's 2023 Treatment Surcharge, similar to the program in CYs 2021 and 2022. Although it is expected that most operational changes will consist of shifts from untreated deliveries to treated deliveries, some participating agencies have made other types of coordinated operational shifts to reduce deliveries of SWP supplies. Such coordinated shifts have resulted in additional costs due to additional energy use, increased operations and maintenance costs, and increased purchase costs. Staff is proposing to only add one additional year (CY 2023) at this time.

Staff reviewed the performance of OSCOP in CYs 2021 and 2022 and determined that no program changes are needed (other than updating the maximum credit based on the 2023 Treatment Surcharge). Certification and reconciliation procedures are already in place to determine the maximum credit that can be reimbursed (if any). All water delivered under the OSCOP will be billed at Metropolitan's applicable full-service rate. If cost-offset credits are issued, Metropolitan will account for the costs similar to other supply programs. The costs are accounted for in the quarterly financial report as supply program costs. Although the OSCOP was not included as part of the Supply Programs Budget for FY 2022/23 and FY 2023/24, even with that addition of this program, the total Supply Programs Budget is projected to be below budget as a result of reductions in other programs.

Initiating Cost-Offset Credits and Reporting

Metropolitan regularly reports to the Board on developing supply and demand conditions through Water Surplus and Drought Management (WSDM) reporting. These monthly reports inform the Board of developing conditions, including the potential use of storage assets and the likelihood of storing or withdrawing supplies. Notification of OSCOP implementation is reported through the WSDM reports.

To calculate the credit, staff looks at the net additional costs an agency incurs in taking the above actions beyond their normal cost for making operational changes to their system to accommodate Metropolitan's operational changes. The increased costs would be eligible for the credit, up to \$5/AF above the Treatment Surcharge.

Summary

The OSCOP has helped Metropolitan maximize the current resources available from the Colorado River and SWP. By offsetting costs for agencies to shift deliveries, Metropolitan has increased reliability for the region. This program has further helped reduce the need for purchasing more expensive transfer supplies. If extended to CY 2023, OSCOP will continue to allow for improved availability of storage reserves to supplement supplies during dry years. With this extension of the OSCOP term, Metropolitan would have additional operational

flexibility to decrease deliveries from the SWP side of its system and increase deliveries from the Colorado River part of its system in the current year to increase storage supplies on the SWP for the future.

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Metropolitan Water District Administrative Code Section 4209: Contracts

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action involves continuing administrative activities such as general policy and procedure making, which will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (Section 15378(b)(4) of the State of CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize to extend the term of the Operational Shift Cost Offset Program to provide credits in CY 2023, consistent with the terms in **Attachment 1**.

Fiscal Impact: Up to \$359 per AF credit to the member agency in CY 2023. CY 2023 funding is unbudgeted. Although the OSCOP was not included as part of the Supply Programs Budget for FY 2022/23 and FY 2023/24, even with that addition of this program, the total Supply Programs Budget is projected to be below budget as a result of reductions in other programs.

Business Analysis: Metropolitan would improve regional reliability by shifting operations to deliver more Colorado River water and reserving its limited supplies on the SWP. The additional cost to manage such water at an amount not to exceed \$359 per AF in CY 2023 is reasonable in light of Metropolitan's past average cost of \$300 per AF to recover water in its SWP storage programs, north-of-Delta transfers (with costs in the range of \$800/AF), and the anticipated unavailability of that water in the near future.

Option #2

Do not authorize extending the term of the Operational Shift Cost Offset Program to provide credits in CY 2023.

Fiscal Impact: None

Business Analysis: Not implementing the credit decreases Metropolitan's flexibility in managing supplies for the region and reduces overall regional reliability.

Staff Recommendation


Option #1



Brad Coffey
Manager, Water Resource Management

10/5/2022

Date



Adel Hagekhalil
General Manager

10/6/2022

Date

Attachment 1 – Term Sheet Operational Shift Cost Offset Program (OSCOP)

Ref# wrm12689530

Term Sheet
Operational Shift Cost Offset Program (OSCOP)

Cost-Offset Credit

- Credit of up to \$359 per acre-foot (AF) in calendar year (CY) 2023 to help offset the estimated additional costs and risks incurred by the agency as a result of voluntary operational changes requested by Metropolitan for the purpose of maximizing Metropolitan's water resources.
- Metropolitan would have sole discretion in determining the eligible costs that would be credited.
- Credit would be based on Metropolitan's requested operation compared to the agency's normal operation. For example, if a member agency shifted deliveries from untreated to treated service connections per Metropolitan's request, the agency's increased cost would be the difference between Metropolitan's Treatment Surcharge and the agency's own cost to treat water. The agency may also incur other costs to implement the change in operation, which could include power or disinfection costs within their distribution system. In this case, Metropolitan would reimburse the agency for these cost increases on a per acre-foot basis, up to the maximum amount described above.
- All components of Metropolitan's full-service water rate, including the Readiness-to-Serve Charge, would be charged at the time the water is delivered. The Capacity Charge will apply, as OSCOP is not intended to change the amount of overall deliveries or the timing of the deliveries, rather just shift location of deliveries. Any operational changes that do affect the Capacity Charge determination, based solely on Metropolitan's request, will be evaluated for the applicability of the Capacity Charge.
- Member agency will be invoiced for water delivered.
- Transactions would be accounted for at the meter level.
- The credit would be applied to the member agency meter invoiced amount and would be subject to reconciliation of the credit amount and the delivery amount. Adjustments to credits could result from reconciliations.

Term

- Metropolitan would enter OSCOP agreements with the member agencies interested in participating in the Program.
 - 1-year program agreement.
 - The credit would apply only to deliveries made pursuant to the Program.



Imported Water Committee

Authorization to Extend the Term of the Operational Shift Cost Offset Program to Provide Credits in Calendar Year 2023

Item 7-8

October 10, 2022

Operational Shift Cost- Offset Program



Background

- Approved by the Metropolitan Board of Directors on May 11, 2021
- Issues cost-offset credits for member agency actions related to operational changes to their system
 - Provides a regional benefit
- Agreement between Metropolitan & Member Agency
- Program offered in Calendar Years 2021 & 2022

Operational Shift Cost- Offset Program



Program Implementation

- Agreements executed with:
 - City of Los Angeles
 - Three Valleys Municipal Water District
 - Eastern Municipal Water District
 - City of Santa Monica
- Demand shift from SWP to Colorado River supplies improved regional reliability by preserving SWP supplies
 - Approx. 52,000 AF shifted & \$10.5 M credited through Sept. 2022

Operational Shift Cost- Offset Program



Current Conditions

- Similar to May 2021
 - Anticipating a low initial SWP allocation
 - Taking dry-year WSDM actions to satisfy the supply/demand gap
 - Storage withdrawals
 - Purchase transfer supplies
 - Operational actions to minimize use of limited SWP supply
- A need remains to shift operations to reduce use of limited SWP supply in 2023

Operational Shift Cost- Offset Program



Financial Terms – Credit Determination

- Credit keyed to treatment surcharge and up to \$5/AF for additional costs to manage shift
 - Performance based
 - Offset additional member agency costs and impacts (e.g., treatment, pumping)
- If extend to 2023, the maximum credit would increase to \$359/AF

Operational Shift Cost- Offset Program



Financial Terms – Billing Process

- Member agency billed at full-service water rate
- Voluntary deliveries at Metropolitan's discretion
 - Capacity charge not affected
- Monthly certifications
- Annual reconciliations
- Credit applied on a Metropolitan invoice

Operational Shift Cost- Offset Program



Summary of Benefits

- Shifts Metropolitan's operations to enhance reliability
- Increases Metropolitan's flexibility in responding to prolonged dry years
- Eliminates the financial barrier a member agency faces in re-operating their distribution system for a regional benefit

Operational Shift Cost- Offset Program

Board Options

- Option #1
Authorize to extend the term of the Operational Shift Cost-Offset Program to provide credits in CY 2023; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA
- Option #2
Do not authorize to extend the term of the Operational Shift Cost-Offset Program to provide credits in CY 2023

Operational Shift Cost- Offset Program

Staff Recommendation

- Option #1





- **Board of Directors**
Imported Water Committee

10/11/2022 Board Meeting

7-9

Subject

Adopt the Revision and Restatement of Bay-Delta Policies; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

At the April 2021 Bay-Delta Committee meeting, staff was requested to provide a review of Metropolitan's Bay-Delta Policies. Metropolitan's overarching Bay-Delta Policies were last updated in the mid-2000s. Since that time, many significant factors have arisen related to statewide water resources management, including changed conditions in the Bay-Delta region and throughout Metropolitan's service area. Staff went through an extensive internal process to review and consolidate the existing Bay-Delta Policies and develop a draft Bay-Delta Policy Framework (Framework) to facilitate discussion and input from the Board. Staff received board input on the draft Framework through discussions at Water Planning and Stewardship Committee meetings in May, June, and July 2022. Based on this feedback, staff developed a Framework consisting of three policy objectives and nine policy principles that restate existing policy and include key updates based on emerging trends. These policies were presented and discussed at the August 2022 Water Planning and Stewardship Committee meeting and presented for action at the September 2022 Imported Water Committee where the Committee acted to defer the item, per staff's suggestion, so that additional feedback could be addressed. The updated Bay-Delta Policies reflect additional feedback and are now presented for adoption.

Details

Since the adoption of Metropolitan's existing Bay-Delta Policies in the mid-1990s and early- to mid-2000s, many significant factors have arisen related to statewide water resources management, including changed conditions in the Bay-Delta region and throughout Metropolitan's service area. In addition, the current policy structure, while comprehensive, is embodied in several board actions and can be challenging to reference and difficult for the Board, outside decision-makers, and the public to understand. The Board's future oversight and actions could be more effectively supported by the consolidation and updating of the Bay-Delta Policies to align with emerging trends, while clarifying and preserving topics that continue to be relevant to the Board's ongoing direction.

Background

Overview of Existing Bay-Delta Policies

Since the mid-1990s, Metropolitan's Board has taken a number of actions and adopted policy principles that support staff implementation of activities related to the Bay-Delta. These activities include day-to-day tasks, projects, policy and program development, program management, engagement with external parties, long-term planning, and key investments. Collectively, staff refers to this set of board policy actions as the "Bay-Delta Policies."

Pre 2006 – Bay-Delta Board actions and related policies: Key Metropolitan board-approved policies were adopted following the passage of the Central Valley Project Improvement Act of 1992, which aimed to solve water conflicts by establishing a balance between requirements for fish and wildlife, agriculture, municipal, industrial, and power interests.

April 2006 – Board adoption of policy principles regarding long-term actions for the Sacramento-San Joaquin River Delta. In recognition of then-recent events, including Hurricane Katrina, the Jones Tract levee failure, declining fish species in the Delta, and renewed state efforts to protect the Delta, the Board adopted 13 policy principles that reflected the importance of the Delta to Metropolitan. These policy principles included a Delta Mission Statement. Based on the four central themes, 13 specific policy principles were adopted to ensure long-term challenges in the Delta could be successfully met.

June 2007 – Board support, in principle, of the proposed framework for Metropolitan’s Delta Action Plan. Following board adoption of the 13 policy principles for the Delta, the development of Metropolitan’s Delta Action Plan began. At its April 2007 Board of Directors Retreat, the Board discussed a proposed framework for directing Metropolitan’s staff action on Delta-related issues.

September 2007 – Board adoption of criteria for conveyance options in implementation of the Long-Term Delta Action Plan. In September 2007, Metropolitan’s Board adopted six key policy criteria for considering the water supply conveyance options being developed by the State of California: (1) provide water supply reliability; (2) improve export water quality; (3) allow flexible pumping operations in a dynamic fishery environment; (4) enhance the Delta ecosystem; (5) reduce seismic risks; and (6) reduce climate change risks.

August 2008 and January 2009 – Board approval of Delta Governance Principles and support of the Final Delta Vision Implementation Report. In August 2008, the Board adopted Delta Governance Principles in response to the governance strategy established by the Governor’s Blue-Ribbon Task Force. The Governor’s Blue-Ribbon Task Force adopted a Delta Vision Plan to describe an overarching vision for the future of the Delta, followed by a subsequent Delta Vision Strategic Plan.

Current Update Process

Overview of Process to Consolidate, Review, and Update the Bay-Delta Policies

At the April 2021 Bay-Delta Committee meeting, staff was directed to review and propose updates to Metropolitan’s Bay-Delta Policies. In November 2021, staff followed up with a presentation to the Bay-Delta Committee that provided a high-level overview of the history of Metropolitan’s Bay-Delta Policies and a proposed process to review and consider updates to those policies.

Internal Review and Development Process

During the fall of 2021 and into early 2022, staff went through a process to review and consolidate the existing Bay-Delta actions and policies described above. Staff subject matter experts throughout Metropolitan provided input on key policy areas to identify changed conditions and emerging trends. Staff solicited additional input on draft policy objectives and principles from the Office of the General Manager, External Affairs, Water Resource Management, Real Property, Finance, and Legal leading up to the July 2022 information item.

Board Review of Policy Principles

April 2022 – Water Planning and Stewardship Committee: Staff developed and transmitted background information to the Committee prior to the April 2022 meeting to serve as background and a reference and to promote continued discussion.

May 2022 – Water Planning and Stewardship Committee: Staff provided background on existing board-adopted Bay-Delta Policies and described the key policy areas that were identified in the internal review process. In addition, staff outlined how those key policy areas were used to develop a draft Framework and policy principles and provided examples of how the Framework could be used to support different policy applications.

June 2022 – Water Planning and Stewardship Committee: The Board provided staff with additional feedback on the draft policy framework and policy principles. Staff also received feedback from member agencies through discussions with staff, member agency meetings, and requests for staff to provide updates at member agency board meetings.

August 2022 – Water Planning and Stewardship Committee: In response to board and member agency feedback, staff further refined and consolidated the draft policy framework and policy principles and brought forward a Revised Bay-Delta Policy Objectives and Framework to the Committee as an Information Item.

September 2022 – Imported Water Committee: An action letter was presented to the Imported Water Committee, with a staff-recommended action to “Adopt the revision and restatement of Bay-Delta Policy Objectives and Framework” commensurate with the August 2022 Information Item. During Committee, staff suggested deferment of the item for one month to further refine in response to feedback received from the Board, member agencies, and the public. The Committee acted to defer the item. Staff has refined the Revised Bay-Delta Policy Objectives and Framework (**Attachment 1**) as discussed below. Staff has also attached a Redline Revised Bay-Delta Policy Objectives and Framework (**Attachment 2**) for ease of reference, and a summary of the revisions in the following table:

| Feedback Themes | Response |
|--|--|
| Greater emphasis and/or clarity regarding coequal goals from Delta Reform Act | Language modified and added to Policy Objective 2, respective descriptor, footnote added to attachment 1 |
| Greater emphasis on climate change science and greenhouse gases | Language added to Policy Objective 3 descriptor |
| Greater emphasis on reduced reliance from Delta Reform Act | Language modified and added to Policy Principle 2A and respective descriptor, footnote added to attachment 1 |
| Greater emphasis on engagement (environmental justice and underserved communities) | Language modified and added to Policy Principle 3B descriptor |
| “SWP Dependent Areas” references unnecessary | Removed references to “SWP Dependent Areas” in attachment 1 |

Revised Bay-Delta Policy Framework

Based on board feedback, staff developed a Framework consisting of three policy objectives and nine policy principles, shown in the table below, that restate existing policy and include key updates based on emerging trends. The Revised Bay-Delta Policy Objectives and Framework document provides an overview of how to navigate the policy Framework, key descriptors of each element of the Framework, and examples that illustrate how the policy principles might be applied.

| | |
|---|--|
| <p align="center">Revised Bay-Delta Policy Objectives</p> <p align="center">1: Promote a Sustainable Bay-Delta within Metropolitan’s One Water Approach</p> <p align="center">2: Support Statewide and Regional Actions that Further the Coequal Goals Established in the Delta Reform Act</p> <p align="center">3: Address the Risks Associated with Climate Change</p> | |
| <p align="center">Revised Bay-Delta Policy Framework</p> | |
| <p>Policy Area 1: Science and Watershed Management</p> <p>1A: Protect and restore aquatic species and habitats based on best available science</p> <p>1B: Partner in watershed-wide approaches to develop comprehensive solutions</p> <p>1C: Advance responsible stewardship of Metropolitan’s Delta Islands</p> | |
| <p>Policy Area 2: Water Supply Reliability and Resilience</p> <p>2A: Protect water supply reliability and quality while reducing reliance consistent with the Delta Reform Act</p> <p>2B: Invest in actions that provide seismic and climate resiliency</p> <p>2C: Seek flexible operations, water management actions, and infrastructure solutions</p> | |
| <p>Policy Area 3: Partnerships and Cost-Effective Investments</p> <p>3A: Maintain and pursue cost-effective financial investments</p> <p>3B: Foster broad and inclusive engagement of Delta interests and beneficiaries</p> <p>3C: Promote innovative and multi-benefit initiatives</p> | |

Application of the Revised Bay-Delta Policy Framework

The Framework described above provides direction to staff related to day-to-day Bay-Delta work activities, project management, external engagement, and longer-term planning efforts. In addition, the Framework would support future board deliberation when it considers individual actions. The following examples help illustrate how the Framework would be applied.

Reduced Delta Reliance

Local and regional projects such as Pure Water Southern California that improve regional self-reliance are supportive of all three Bay-Delta Policy Objectives: (1) Promote a sustainable Bay-Delta within Metropolitan's One Water approach, which, among other things, aims to reduce Metropolitan's dependence on imported water and expand local and drought resistant supplies; (2) Support statewide and regional actions that further the coequal goals established in the Delta Reform Act; and (3) Address the risks of climate change by diversifying sources of supply. In alignment with state policy, local and regional projects that increase regional self-reliance, and also provide for reduced reliance on the Delta.

Delta Conveyance

The proposed Delta Conveyance Project (DCP) as described in the draft environmental impact report endeavors to be consistent with all three Bay-Delta Policy Objectives. Under the proposed Framework, staff would review the proposed project through the lens of several applicable Policy Principles, including: (2A) Protect water supply reliability while reducing reliance consistent with the Delta Reform Act; (2B) Invest in actions that provide seismic and climate resiliency; (2C) Seek flexible operations, water management actions, and infrastructure solutions; (3A) Maintain and pursue cost-effective financial investments; and (3B) Foster broad and inclusive engagement of Delta interests and beneficiaries. As described above, these Policy Objectives and Principles guide staff activities related to the DCP and would also provide guidance for any future board actions/recommendations. As an example of how the Framework functions, if the California Department of Water Resources were to propose design modifications that render the DCP inconsistent with any applicable policies, staff would ensure that the issue is either resolved or made known in any future recommendations to the Board.

Recommendation

After accounting for significant board and member agency feedback, staff recommends the Board adopt these revised and restated Bay-Delta Policies. The Bay-Delta Policies account for recent emerging trends and feedback from the Board in recent months regarding adjustments from the previous policies. These Bay-Delta Policies, once adopted, will guide staff engagement on Bay-Delta and other related issues. If the Board chooses to not adopt these revised and restated Bay-Delta Policies, then staff will continue to take guidance from the current Bay-Delta Policies that have been in place for years.

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

By Minute Item 41504, dated July 13, 1995, the Board adopted principles guiding development of an urban position on amendment of the Central Valley Project Improvement Act (P.L. 102-575).

By Minute Item 45753, dated May 11, 2004, and Minute Item 46637, dated April 11, 2006, the Board adopted a set of Delta policy principles to ensure a solid foundation for development of future Metropolitan positions and to provide guidance to Metropolitan staff.

By Minute Item 47135, dated May 25, 2007, the Board supported, in principle, the proposed Delta Action Plan, as set forth in the letter signed by the General Manager.

By Minute Item 47232, dated September 11, 2007, the Board adopted criteria for support of conveyance options in implementation of a long-term Delta improvement plan.

By Minute Item 47605, dated August 19, 2008, the Board approved the Ad Hoc Subcommittee recommendations as outlined in the board letter.

By Minute Item 47769, dated January 13, 2009, the Board expressed a support position regarding the Final Delta Vision Implementation Report.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action involves continuing administrative activities such as general policy and procedure making, which will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the state CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the state CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Adopt the revision and restatement of Bay-Delta Policies.

Fiscal Impact: None

Business Analysis: Staff will operate under revised and restated Bay-Delta Policies that consider a number of significant factors including changed conditions in the Bay-Delta region and throughout Metropolitan's service area. In addition, the Board's future oversight and actions would be more effectively supported by updating the Bay-Delta Policies to align with emerging trends, while clarifying and preserving topics that continue to be relevant to the Board's ongoing direction.

Option #2

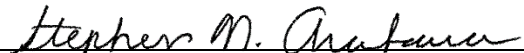
Do not adopt the revision and restatement of Bay-Delta Policies.

Fiscal Impact: None

Business Analysis: This board item will serve as a reference document for those interested in seeing trends affecting Metropolitan's Bay-Delta Policies. Staff will continue to operate under the previous Bay-Delta Policies and actions that were adopted in the mid-1990s and early- to mid-2000s which do not have the same policy emphasis on the significantly changed conditions since that time in the Bay-Delta region and throughout Metropolitan's service area.

Staff Recommendation

Option #1


Stephen N. Arakawa
Manager, Bay-Delta Initiatives

10/5/2022

Date


Adel Hagekhalil
General Manager

10/6/2022

*Date***Attachment 1 – Revised Bay-Delta Policy Objectives and Framework****Attachment 2 – Redline Revised Bay-Delta Policy Objectives and Framework**

Ref# eo12684791

Attachment 1: *Revised* Bay-Delta Policy Objectives and Framework

Overview

The *Revised* Bay-Delta Policy Objectives and Framework is a consolidation and restatement of existing Bay-Delta Policies; however, it also takes into consideration recent trends relevant to Metropolitan's interests. This document describes each of the three revised Bay-Delta Policy Objectives and Bay-Delta Framework (nine policy principles) with relevant examples listed under each of the nine policy principles.

The Bay-Delta Policy Objectives define Metropolitan's overarching goals to protect reliable, high quality water supplies in an environmentally sensitive manner, consistent with Metropolitan's Mission Statement. The Bay-Delta Framework includes nine policy principles intended to advance the Bay-Delta policy objectives. Once adopted, the Bay-Delta Policy Objectives and Framework collectively will guide Metropolitan staff and will inform future Board actions.

| <i>Revised</i> Bay-Delta Policy Objectives | | |
|--|---|--|
| <ul style="list-style-type: none"> ● Promote a Sustainable Bay-Delta Within Metropolitan's One Water Approach ● Support Statewide and Regional Actions that Further the Coequal Goals Established in the Delta Reform Act ● Address the Risks Associated with Climate Change | | |
| <i>Revised</i> Bay-Delta Policy Framework | | |
| Science and Watershed Management | Water Supply Reliability and Resilience | Partnerships and Cost-Effective Investments |
| Protect and restore aquatic species and habitats based on best available science | Protect water supply reliability and quality while reducing reliance consistent with the Delta Reform Act | Maintain and pursue cost-effective financial investments |
| Partner in watershed-wide approaches to develop comprehensive solutions | Invest in actions that provide seismic and climate resiliency | Foster broad and inclusive engagement of Delta interests and beneficiaries |
| Advance responsible stewardship of Metropolitan's Delta islands | Seek flexible operations, water management actions, and infrastructure solutions | Promote innovative and multi-benefit initiatives |

Bay-Delta Policy Objectives

Objective 1: Promote a Sustainable Bay-Delta Within Metropolitan's One Water Approach

Supplies from the Bay-Delta watershed are integral to implementing Metropolitan's One Water Approach, an integrated planning and implementation approach to managing finite water resources for long-term resilience and reliability, meeting both community and ecosystem needs. Bay-Delta supplies are foundational to the One Water approach as they meet demands in Metropolitan's service area and acts as source water for local supply projects such as water recycling and groundwater basin replenishment.

Objective 2: Support Statewide and Regional Actions that Further the Coequal Goals Established in the Delta Reform Act¹

Metropolitan supports the coequal goals established in the Delta Reform Act of (1) providing a more reliable water supply for California and (2) protecting, restoring, and enhancing the Delta ecosystem. Ongoing statewide and regional investments in ecosystem restoration, flood control, water supplies, multi-benefit projects in the Bay-Delta, and upstream watersheds are essential to building and maintaining resilient water supplies from the Bay-Delta. Effective implementation of state policies related to reduced reliance, water use efficiency, the Sustainable Groundwater Management Act, and initiatives such as the governor's Water Resilience Portfolio will be essential. Likewise, additional funding and permitting efficiencies can help expedite regional and local supply development, and projects that supply ecologically beneficial flows in the Bay-Delta or Bay-Delta watershed.

Objective 3: Address the Risks Associated with Climate Change

Climate change is impacting California's water resources: sea levels are rising, snowpack is decreasing, and water temperatures are increasing. Droughts are expected to become more frequent and more severe, and storm intensities are expected to increase. These climate change trends are anticipated to continue, posing a prolonged threat to the Bay-Delta and Metropolitan's water supplies. An integrated federal, state, regional, and local approach to developing and managing water supply programs and projects is critical to managing for the future with climate change impacts that are occurring. As climate conditions and science continue to evolve, Metropolitan supports the use and development of additional analyses, tools, and actions, including actions to reduce emissions consistent with Metropolitan's Climate Action Plan.

¹ As described in Public Resources Code § 29702

Bay-Delta Policy Framework

Policy Area 1: Science and Watershed Management

1A Protect and restore aquatic species and habitats based on best available science

Sustainable and resilient water supplies rely, in part, on the health of the Delta ecosystem. As populations of native aquatic wildlife continue to trend downward, rigorous and peer reviewed science protects the environment and Metropolitan's water supply by supporting informed decision-making.

Examples include: Metropolitan staff authored papers on topics including Delta Smelt Habitat, Salmon Growth, and Delta Stressors, the Lower Yolo Tidal Marsh Restoration Project, and participation in the Collaborative Science and Adaptive Management Program and inter-agency consultations on coordinated long term operations of the State Water and Central Valley Projects.

1B Partner in watershed-wide approaches to develop comprehensive solutions

With much of the state's water supply originating in the mountains, the health and management of the upper watersheds are critically important to California's water quality and water supply.

Examples include: potential partnerships and opportunities in the upper watershed focused on the long-term potential for climate change adaptation (including adjustments for loss of snowpack), reduction in the impacts of variable precipitation patterns on runoff, and improvements in water quality and water temperature.

1C Advance responsible stewardship of Metropolitan's Delta islands

The Delta Islands provide a unique opportunity for research, innovation, and collaboration with other stakeholders to develop sustainable strategies for Delta land use and environmental stewardship. Staff is engaged in specific processes and opportunities for responsible long-term stewardship of Metropolitan's Delta islands properties. Further advancements on Metropolitan's Delta Islands would comport with both the Bay-Delta Policy Framework and the Board's adopted Climate Action Plan.

Examples include: levee enhancements that protect the freshwater pathways to the State Water Project south-Delta pumps, pilot projects and scientific investigations to evaluate strategies for carbon sequestration, floating organic marshes that can support sensitive fish species, sustainable agriculture that halts or reverses subsidence, experiments to improve measurement of water diversions and water use, compensatory mitigation, habitat restoration for native aquatic species, native fish species preservation, and reduction in stressors affecting state and federal listed fish species.

Policy Area 2: Water Supply Reliability and Resilience

2A Protect water supply reliability and quality while reducing reliance consistent with the Delta Reform Act²

Two of the core tenets of Metropolitan's mission statement are to provide reliable and high-quality water supplies to its service area. The Delta is a major pathway for the source of water for most of the state and the sustainability of Delta water supplies is a critical element of Southern California's water reliability. This reliability is protected through science-based regulatory frameworks, long term water supply planning, collaborative partnerships and pursuing water supply infrastructure solutions while reducing reliance on the Delta.

Delta water quality should be protected for public health and managing salinity. Measures that reduce the salinity of Delta supplies will help meet regional salinity objectives of urban and agricultural agencies throughout California. This includes benefits to Metropolitan's service area to enhance management of Southern California groundwater basins and to develop additional recycled water.

Examples include: Water supply and quality initiatives including new Delta conveyance, Voluntary Agreements to implement State Water Resources Control Board Water Quality regulations, Delta Regional Monitoring Program, CV-SALTS, and Delta Nutrient Research Plan

2B Invest in actions that provide seismic and climate resiliency

Earthquakes in the Delta region, sea level rise and subsidence can result in levee failure and saltwater intrusion into the Delta from the San Francisco Bay and the ocean. Changing weather patterns will result in longer periods of drought and more intense storms and storm periods. Resiliency requires continued participation and investment in actions including flood emergency planning, levee improvements, water storage, and water supply management.

Examples include: the DWR/USACE Delta Flood Emergency Integration Plan, the Governor's Water Resilience Portfolio, and new storage and conveyance projects.

2C Seek flexible operations, water management actions, and infrastructure solutions

Current operations of the State Water Project and Central Valley Project facilities are subject to prescriptive flow and other regulatory standards. Metropolitan staff is working with partners to advance technology and monitoring that could be used to develop more effective water project operations that are protective of aquatic wildlife, with the support of new technological capabilities and better real-time information systems.

Examples include: Improved atmospheric river and runoff forecasting, forecast-informed reservoir operations, improved fish monitoring, including steelhead, artificial intelligence, modeling of aquatic wildlife behavior, improved rapid genetic testing of salvaged salmonids, and the use of true adaptive management and structured decision-making processes.

² As described in California Water Code § 85021

Policy Area 3: Partnerships and Cost-Effective Investments

3A Maintain and pursue cost-effective financial investments

Completion and maintenance of large multi-benefit water supply projects require partnership and multiple funding sources to be cost-effective. Advancing partnerships and seeking multiple funding sources can offset or reduce expenditures associated with climate change adaptation for water supply and other public benefits, which are instrumental to future Metropolitan water supply reliability.

Examples include: repair of California Aqueduct subsidence, new Delta conveyance, Sites Reservoir, Pure Water and other local and regional projects.

3B Foster broad and inclusive engagement of Delta interests and beneficiaries

The Bay-Delta is a lifeline to multiple entities with diverse interests including tribes, public water agencies, local, state and federal agencies, non-governmental organizations, underserved communities, environmental justice groups and agricultural interests. Metropolitan embraces a proactive approach to seeking and sustaining engagement with all communities to foster new perspectives on Bay-Delta related issues and identify additional opportunities for collaboration.

Examples include: Engaging in the development of a Community Benefits Program for the Delta Conveyance Project, participating in the multi-interest Collaborative Science and Adaptive Management Program, opportunities for projects on Metropolitan's Delta Islands, participating in State Water Project Contractors, serving on the Delta Protection Commission Advisory Committee, participating in the Plumas Watershed Forum, and Sites Reservoir Committee and subcommittee engagement.

3C Promote innovative and multi-benefit initiatives

The Delta region is at the intersection of many social, political, environmental and climate related factors. As a result, Delta issues are significantly complex, with a significant degree of uncertainty given the range of physical and biological factors that are involved. Metropolitan recognizes that new technologies and approaches are needed to address current and future challenges in the Bay-Delta.

Examples include: Collaborative and innovative solutions including the use of structured decision making, environmental DNA to detect aquatic species, the Reorienting to Salmon Recovery effort, the Bouldin Island Levee Setback Project, and the Delta Smelt and Native Species Preservation Project.

Attachment 1: Revised Bay-Delta Policy Objectives and Framework

Overview

The *Revised Bay-Delta Policy Objectives and Framework* is a consolidation and restatement of existing Bay-Delta Policies; however, it also takes into consideration recent trends relevant to Metropolitan's interests. This document describes each of the three revised Bay-Delta Policy Objectives and Bay-Delta Framework (nine policy principles) with relevant examples listed under each of the nine policy principles.

The Bay-Delta Policy Objectives define Metropolitan's overarching goals to protect reliable, high quality water supplies in an environmentally sensitive manner, consistent with Metropolitan's Mission Statement. The Bay-Delta Framework includes nine policy principles intended to advance the Bay-Delta policy objectives. Once adopted, the Bay-Delta Policy Objectives and Framework collectively will guide Metropolitan staff and will inform future Board actions.

| <i>Revised Bay-Delta Policy Objectives</i> | | |
|--|---|--|
| <ul style="list-style-type: none"> ● Promote a Sustainable Bay-Delta Within Metropolitan's One Water Approach ● Support Statewide and Regional Actions that Improve Bay-Delta Sustainability Further the Coequal Goals Established in the Delta Reform Act ● Address the Risks Associated with Climate Change | | |
| <i>Revised Bay-Delta Policy Framework</i> | | |
| Science and Watershed Management | Water Supply Reliability and Resilience | Partnerships and Cost-Effective Investments |
| Protect and restore aquatic species and habitats based on best available science | Protect water supply reliability and water quality <u>while reducing reliance consistent with the Delta Reform Act</u> | Maintain and pursue cost-effective financial investments |
| Partner in watershed-wide approaches to develop comprehensive solutions | Invest in actions that provide seismic and climate resiliency | Foster broad and inclusive engagement of Delta interests and beneficiaries |
| Advance responsible stewardship of Metropolitan's Delta islands | Seek flexible operations, water management actions, and infrastructure solutions | Promote innovative and multi-benefit initiatives |

Bay-Delta Policy Objectives

Objective 1: Promote a Sustainable Bay-Delta Within Metropolitan's One Water Approach

Supplies from the Bay-Delta watershed are integral to implementing Metropolitan's One Water Approach, an integrated planning and implementation approach to managing finite water resources for long-term resilience and reliability, meeting both community and ecosystem needs. Bay-Delta supplies are foundational to the One Water approach as they meet demands in Metropolitan's service area ~~(including the SWP Dependent Area)~~ and acts as source water for local supply projects such as water recycling and groundwater basin replenishment.

Objective 2: Support Statewide and Regional Actions that ~~Improve Bay-Delta Sustainability~~ Further the Coequal Goals Established in the Delta Reform Act¹

Metropolitan supports the coequal goals established in the Delta Reform Act of (1) providing a more reliable water supply for California and (2) protecting, restoring, and enhancing the Delta ecosystem. Ongoing statewide and regional investments in ecosystem restoration, flood control, water supplies, multi-benefit projects in the Bay-Delta, and upstream watersheds are essential to building and maintaining resilient water supplies from the Bay-Delta. Effective implementation of state policies related to reduced reliance, water use efficiency, the Sustainable Groundwater Management Act, and initiatives such as the governor's Water Resilience Portfolio will be essential. Likewise, additional funding and permitting efficiencies can help expedite regional and local supply development, and projects that supply ecologically beneficial flows in the Bay-Delta or Bay-Delta watershed.

Objective 3: Address the Risks Associated with Climate Change

Climate change is impacting California's water resources: sea levels are rising, snowpack is decreasing, and water temperatures are increasing. Droughts are expected to become more frequent and more severe, and storm intensities are expected to increase. These climate change trends are anticipated to continue, posing a prolonged threat to the Bay-Delta and Metropolitan's water supplies. An integrated federal, state, regional, and local approach to developing and managing water supply programs and projects is critical to managing for the future with climate change impacts that are occurring. As climate conditions and science continue to evolve, Metropolitan supports the use and development of additional analyses, tools, and actions, including actions to reduce emissions consistent with Metropolitan's Climate Action Plan.

¹ As described in Public Resources Code § 29702

Bay-Delta Policy Framework

Policy Area 1: Science and Watershed Management

1A Protect and restore aquatic species and habitats based on best available science

Sustainable and resilient water supplies rely, in part, on the health of the Delta ecosystem. As populations of native aquatic wildlife continue to trend downwards, rigorous and peer reviewed science protects the environment and Metropolitan's water supply by supporting informed decision-making.

Examples include: Metropolitan staff authored papers on topics including Delta Smelt Habitat, Salmon Growth, and Delta Stressors, the Lower Yolo Tidal Marsh Restoration Project, and participation in the Collaborative Science and Adaptive Management Program and inter-agency consultations on coordinated long term operations of the State Water and Central Valley Projects.

1B Partner in watershed-wide approaches to develop comprehensive solutions

With much of the state's water supply originating in the mountains, the health and management of the upper watersheds are critically important to California's water quality and water supply.

Examples include: potential partnerships and opportunities in the upper watershed focused on the long-term potential for climate change adaptation (including adjustments for loss of snowpack), reduction in the impacts of variable precipitation patterns on runoff, and improvements in water quality and water temperature.

1C Advance responsible stewardship of Metropolitan's Delta islands

The Delta Islands provide a unique opportunity for research, innovation, and collaboration with other stakeholders to develop sustainable strategies for Delta land use and environmental stewardship. Staff is engaged in specific processes and opportunities for responsible long-term stewardship of Metropolitan's Delta islands properties. Further advancements on Metropolitan's Delta Islands would comport with both the Bay-Delta Policy Framework and the Board's adopted Climate Action Plan.

Examples include: levee enhancements that protect the freshwater pathways to the State Water Project south-Delta pumps, pilot projects and scientific investigations to evaluate strategies for carbon sequestration, floating organic marshes that can support sensitive fish species, sustainable agriculture that halts or reverses subsidence, experiments to improve measurement of water diversions and water use, compensatory mitigation, habitat restoration for native aquatic species, native fish species preservation, and reduction in stressors affecting state and federal listed fish species.

Policy Area 2: Water Supply Reliability and Resilience

2A Protect water supply reliability and ~~water quality~~ while reducing reliance consistent with the Delta Reform Act²

Two of the core tenets of Metropolitan's mission statement are to provide reliable and high-quality water supplies to its service area. The Delta is a major pathway for the source of water for most of the state and the sustainability of Delta water supplies is a critical element of Southern California's water reliability. This reliability is protected through science-based regulatory frameworks, long term water supply planning, collaborative partnerships and pursuing water supply infrastructure solutions— while reducing reliance on the Delta.

Delta water quality should be protected for public health and managing salinity. Measures that reduce the salinity of Delta supplies will help meet regional salinity objectives of urban and agricultural agencies throughout California. This includes benefits to Metropolitan's service area to enhance management of Southern California groundwater basins and to develop additional recycled water.

Examples include: Water supply and quality initiatives including new Delta conveyance, Voluntary Agreements to implement State Water Resources Control Board Water Quality regulations, Delta Regional Monitoring Program, CV-SALTS, and Delta Nutrient Research Plan

2B Invest in actions that provide seismic and climate resiliency

Earthquakes in the Delta region, sea level rise and subsidence can result in levee failure and saltwater intrusion into the Delta from the San Francisco Bay and the ocean. Changing weather patterns will result in longer periods of drought and more intense storms and storm periods. Resiliency requires continued participation and investment in actions including flood emergency planning, levee improvements, water storage, and water supply management.

Examples include: the DWR/USACE Delta Flood Emergency Integration Plan, the Governor's Water Resilience Portfolio, and new storage and conveyance projects.

2C Seek flexible operations, water management actions, and infrastructure solutions

Current operations of the State Water Project and Central Valley Project facilities are subject to prescriptive flow and other regulatory standards. Metropolitan staff is working with partners to advance technology and monitoring that could be used to develop more effective water project operations that are protective of aquatic wildlife, with the support of new technological capabilities and better real-time information systems.

Examples include: Improved atmospheric river and runoff forecasting, forecast-informed reservoir operations, improved fish monitoring, including steelhead, artificial intelligence, modeling of aquatic wildlife behavior, improved rapid genetic testing of salvaged salmonids, and the use of true adaptive management and structured decision-making processes.

² As described in California Water Code § 85021

Policy Area 3: Partnerships and Cost-Effective Investments

3A Maintain and pursue cost-effective financial investments

Completion and maintenance of large multi-benefit water supply projects require partnership and multiple funding sources to be cost-effective. Advancing partnerships and seeking multiple funding sources can offset or reduce expenditures associated with climate change adaptation for water supply and other public benefits, which are instrumental to future Metropolitan water supply reliability.

Examples include: repair of California Aqueduct subsidence, new Delta conveyance, Sites Reservoir, Pure Water and other local and regional projects.

3B Foster broad and inclusive engagement of Delta interests and beneficiaries

The Bay-Delta is a lifeline to multiple entities with diverse interests including tribes, public water agencies, local, state and federal agencies, non-governmental organizations, underserved communities, environmental justice groups and agricultural interests. ~~Engagement can yield new perspectives on Bay-Delta related issues and identify opportunities for collaboration. Metropolitan embraces a proactive approach to seeking and sustaining engagement with all communities to foster new perspectives on Bay-Delta related issues and identify additional opportunities for collaboration.~~

Examples include: Engaging in the development of a Community Benefits Program for the Delta Conveyance Project, participating in the multi-interest Collaborative Science and Adaptive Management Program, opportunities for projects on Metropolitan's Delta Islands, participating in State Water Project Contractors, serving on the Delta Protection Commission Advisory Committee, participating in the Plumas Watershed Forum, and Sites Reservoir Committee and subcommittee engagement.

3C Promote innovative and multi-benefit initiatives

The Delta region is at the intersection of many social, political, environmental and climate related factors. As a result, Delta issues are significantly complex, with a significant degree of uncertainty given the range of physical and biological factors that are involved. Metropolitan recognizes that new technologies and approaches are needed to address current and future challenges in the Bay-Delta.

Examples include: Collaborative and innovative solutions including the use of structured decision making, environmental DNA to detect aquatic species, the Reorienting to Salmon Recovery effort, the Bouldin Island Levee Setback Project, and the Delta Smelt and Native Species Preservation Project.



Imported Water Committee

Revision and Restatement of Bay-Delta Policies

Item 7-9

October 10, 2022





Policy Principles Review

Agenda

- Timeline Recap
- Feedback
- Revised Bay-Delta Policy Framework
- Board Action

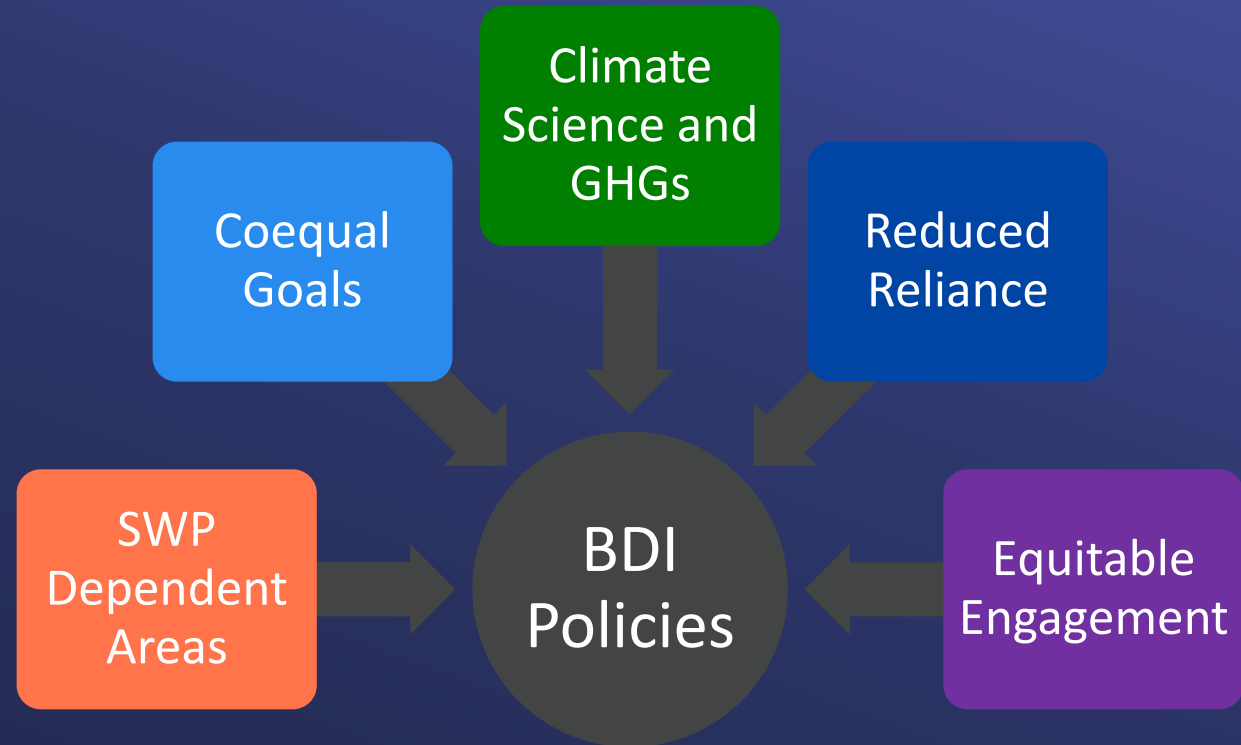
BDI Policy Update Timeline

October Action

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct |
|-----------------------------------|--|---|-----|-----|-----|-----|--------|-----|---|---|------|-------|--------|
| Staff Research and Development |  | | | | | | | | | | | | |
| Kick Off with BDI Committee | |  | | | | | | | | | | | |
| Policy Review with WP&S Committee | | | | | | | | |  |  | | | |
| Board Info and Action Items | | | | | | | REPORT | | | | INFO | DEFER | ACTION |

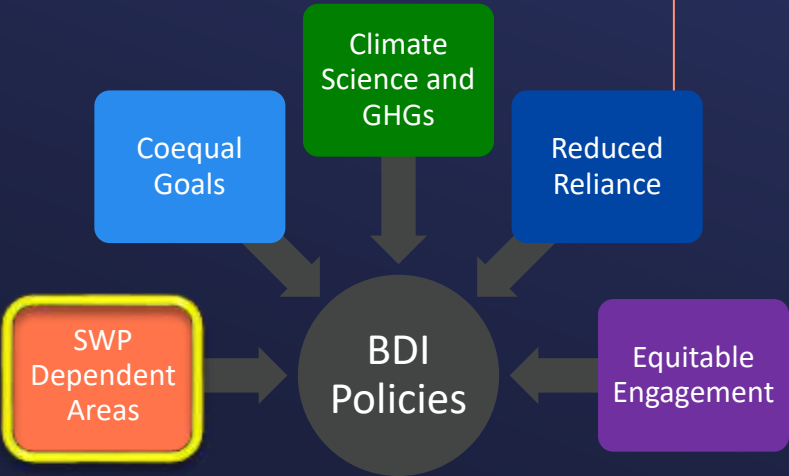
Feedback

Latest Feedback Incorporated



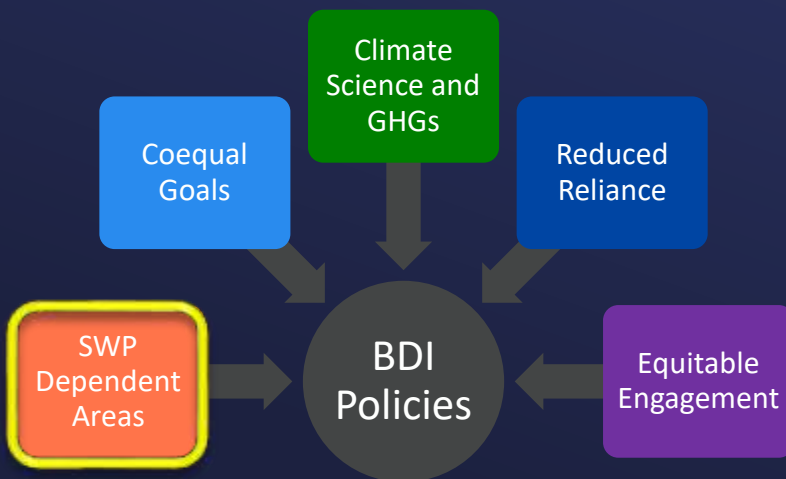
Latest Feedback Incorporated

| Feedback Area | Change to Policy Framework and Attachment 1 |
|---------------------|---|
| SWP Dependent Areas | Reference to SWP Dependent Areas removed in Policy Objective 1 descriptor |

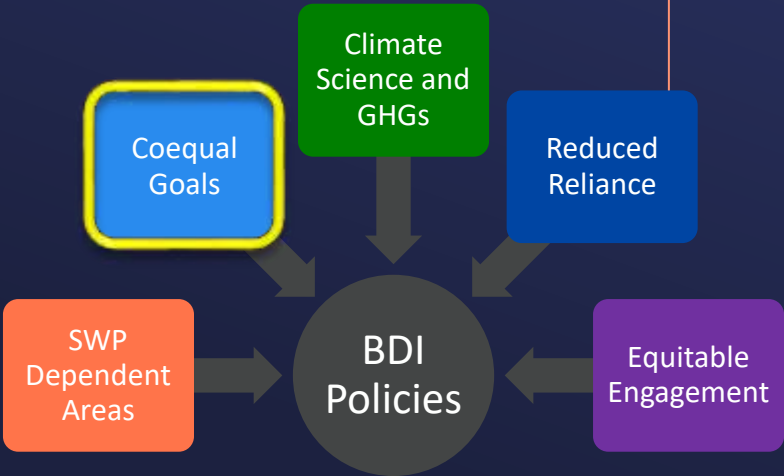


Objective 1: Promote a Sustainable Bay-Delta Within Metropolitan's One Water Approach

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Latest Feedback Incorporated

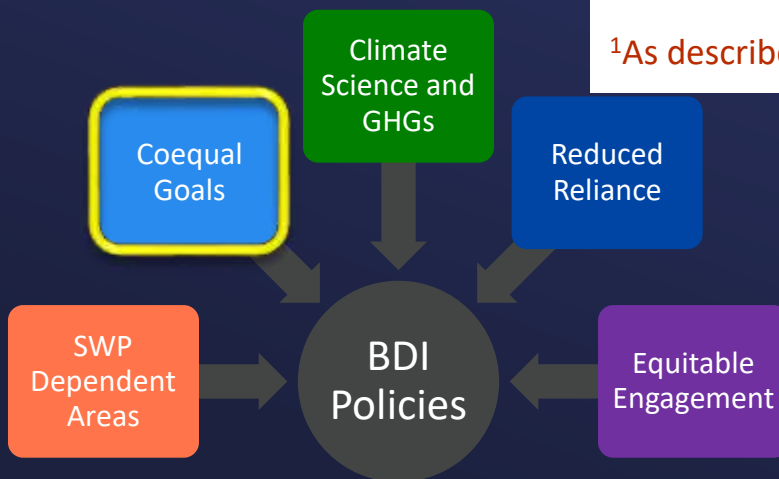


| Feedback Area | Change to Policy Framework and Attachment 1 |
|---------------------|---|
| SWP Dependent Areas | Reference to SWP Dependent Areas removed in Policy Objective 1 descriptor |
| Coequal Goals | Added Coequal Goals language to Policy Objective 2 and a sentence to define Coequal Goals in Attachment 1, per the Delta Reform Act |

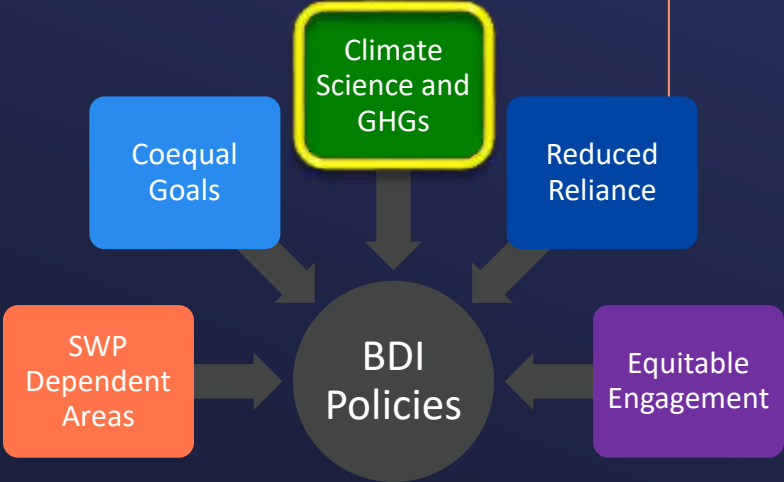
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¹As described in Public Resources Code § 29702



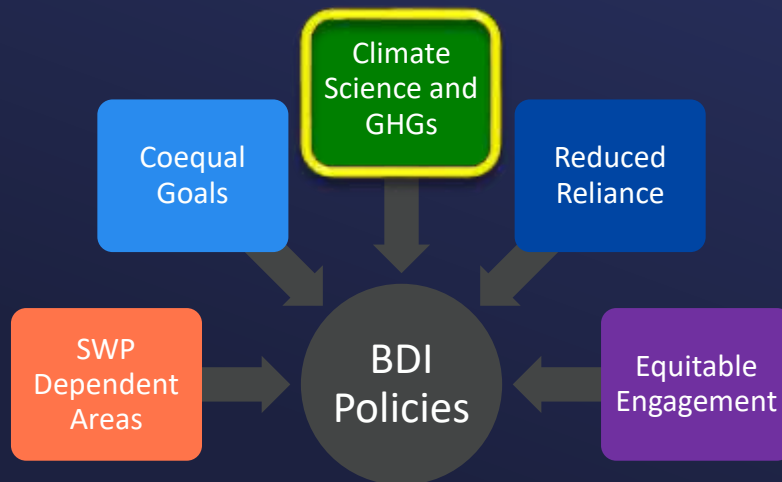
Latest Feedback Incorporated



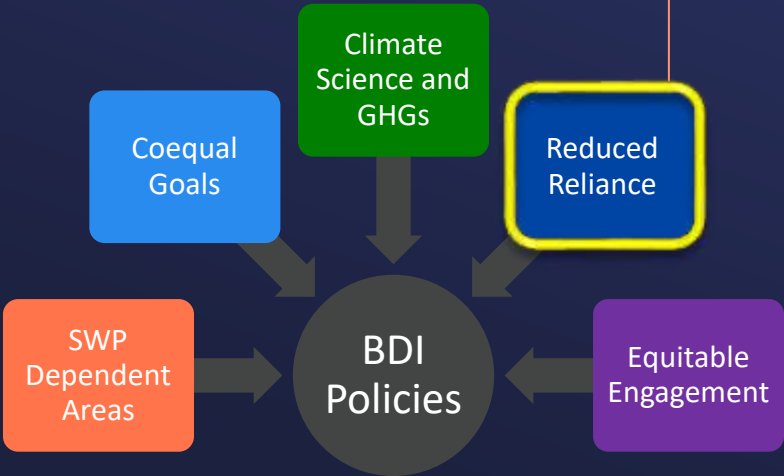
| Feedback Area | Change to Policy Framework and Attachment 1 |
|--------------------------|---|
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| Coequal Goals | Added Coequal Goals language to Policy Objective 2 and a sentence to define Coequal Goals in Attachment 1, per the Delta Reform Act |
| Climate Science and GHGs | Additional sentence added to Policy Objective 3 descriptor regarding climate science and emission reductions. |

Objective 3: Address the Risks Associated with Climate Change

Climate change is impacting California's water resources: sea levels are rising, snowpack is decreasing, and water temperatures are increasing. Droughts are expected to become more frequent and more severe, and storm intensities are expected to increase. These climate change trends are anticipated to continue, posing a prolonged threat to the Bay-Delta and Metropolitan's water supplies. An integrated federal, state, regional, and local approach to developing and managing water supply programs and projects is critical to managing for the future with climate change impacts that are occurring. **As climate conditions and science continue to evolve, Metropolitan supports the use and development of additional analyses, tools, and actions, including actions to reduce emissions consistent with Metropolitan's Climate Action Plan.**



Latest Feedback Incorporated

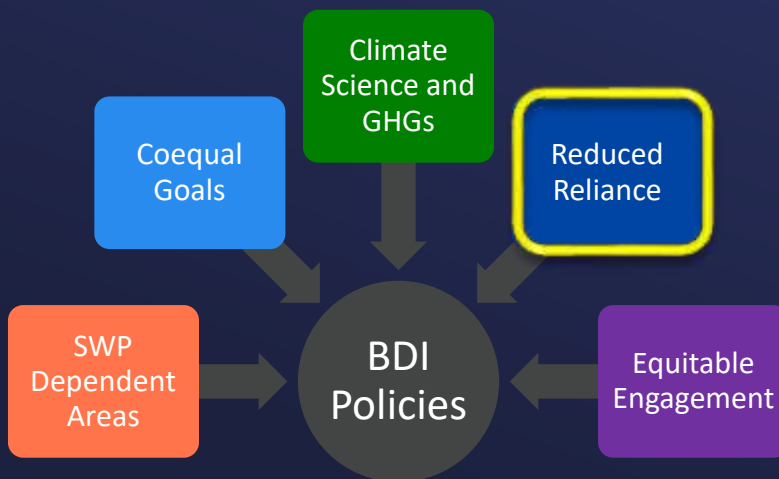


| Feedback Area | Change to Policy Framework and Attachment 1 |
|--------------------------|---|
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| Coequal Goals | Added Coequal Goals language to Policy Objective 2 and a sentence to define Coequal Goals in Attachment 1, per the Delta Reform Act |
| Climate Science and GHGs | Additional sentence added to Policy Objective 3 descriptor regarding climate science and emission reductions. |
| Reduced Reliance | Additional language added to Policy Principle 2A and to Attachment 1 descriptor. |

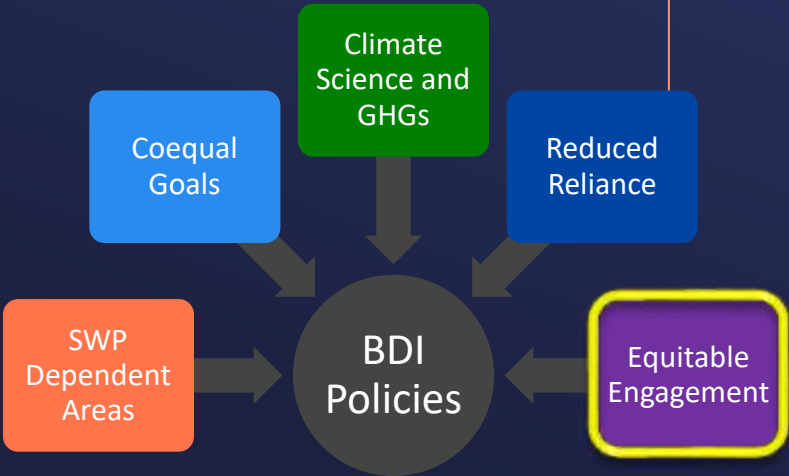
2A Protect water supply reliability and ~~water~~-quality while reducing reliance consistent with the Delta Reform Act²

Two of the core tenets of Metropolitan's mission statement are to provide reliable and high-quality water supplies to its service area. The Delta is a major pathway for the source of water for most of the state and the sustainability of Delta water supplies is a critical element of Southern California's water reliability. This reliability is protected through science-based regulatory frameworks, long term water supply planning, collaborative partnerships, ~~and~~ pursuing water supply infrastructure solutions- while reducing reliance on the Delta.

²As described in California Water Code § 85021



Latest Feedback Incorporated

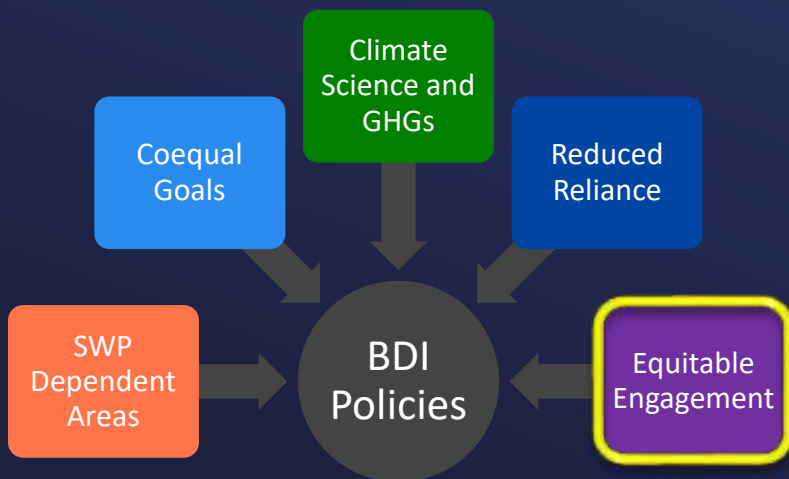


| Feedback Area | Change to Policy Framework and Attachment 1 |
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| Coequal Goals | Added Coequal Goals language to Policy Objective 2 and a sentence to define Coequal Goals in Attachment 1, per the Delta Reform Act |
| Climate Science and GHGs | Additional sentence added to Policy Objective 3 descriptor regarding climate science and emission reductions. |
| Reduced Reliance | Additional language added to Policy Principle 2A and to Attachment 1 descriptor. |
| Equitable Engagement | Policy Principle 3B descriptor now includes underserved communities, environmental justice groups and more proactive engagement. |

3B Foster broad and inclusive engagement of Delta interests and beneficiaries

The Bay-Delta is a lifeline to multiple entities with diverse interests including tribes, public water agencies, local, state and federal agencies, non-governmental organizations, **underserved communities, environmental justice groups** and agricultural interests. ~~Engagement can yield new perspectives on Bay-Delta related issues and identify opportunities for collaboration.~~

Metropolitan embraces a proactive approach to seeking and sustaining engagement with all communities to foster new perspectives on Bay-Delta related issues and identify additional opportunities for collaboration.



Revised Framework

Bay-Delta Policy Objectives

- Promote a Sustainable Bay-Delta within Metropolitan's One Water Approach
- Support Statewide and Regional Actions that **Further the Coequal Goals Established in the Delta Reform Act**
- Address the Risks Associated with Climate Change

Bay-Delta Policy Framework

| Science and Watershed Management | Water Supply Reliability and Resilience | Partnerships and Cost-Effective Investments |
|--|--|--|
| Protect and restore aquatic species and habitats based on best available science | Protect water supply reliability and quality while reducing reliance consistent with the Delta Reform Act | Maintain and pursue cost-effective financial investments |
| Partner in watershed-wide approaches to develop comprehensive solutions | Invest in actions that provide seismic and climate resiliency | Foster broad and inclusive engagement of Delta interests and beneficiaries |
| Advance responsible stewardship of Metropolitan's Delta islands | Seek flexible operations, water management actions, and infrastructure solutions | Promote innovative and multi-benefit initiatives |

Board Action

Options

Option #1

Adopt the revision and restatement of Bay-Delta Policies.

Option #2

Do not adopt the revision and restatement of Bay-Delta Policies.

Staff
Recommendation

Option #1



Revision and Restatement of Bay-Delta Policies Item 7-9

Amendments to Attachment 1 Per 10/10/22 Imported Water Committee

Footnote added after “examples” in first paragraph titled “Overview” on page 1 of 5 and after “examples include” in policy descriptors on pages 3 through 5:

The examples found within this attachment 1 are not an exhaustive list and do not reflect nor constitute a formal board action on a given project.

Additional language added to end of descriptor in Policy Principle 1C “Advance responsible stewardship of Metropolitan’s Delta islands” on page 3 of 5:

Examples related to Metropolitan Bay-Delta Islands do not imply or authorize a particular use of the islands and future actions related to the islands will be consistent with Board direction as informed by deliberation of the Real Property and Asset Management Committee.

Additional language added to end of descriptor in Policy Principle 2A “Protect water supply reliability and quality while reducing reliance consistent with the Delta Reform Act³” on page 4 of 5:

This reliability is protected through science-based regulatory frameworks, long term water supply planning, collaborative partnerships, and pursuing water supply infrastructure solutions while reducing reliance on the Delta **consistent with the Delta Reform Act.**

³As described in California Water Code § 85021



• **Board of Directors**
Legal and Claims Committee

10/11/2022 Board Meeting

7-10

Subject

Authorize a \$300,000 settlement of Metropolitan claims against the federal government for the recovery of costs resulting from damages to Metropolitan infrastructure due to the crash of a military helicopter; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with legal counsel - potential litigation (1 case); may be heard in closed session pursuant to Gov. Code Section 54956.9(d)(4)]

Executive Summary

The Board previously authorized filing claims against the federal government in the amount of approximately \$315,000 to recover costs incurred as a result of damage to Metropolitan's infrastructure caused by a military helicopter crash near Parker Dam. This action is to authorize a settlement of those claims in the amount of \$300,000.

Details

At the December 2019 board meeting, the Board authorized filing claims with the federal government to recover the costs resulting from damages caused by a military helicopter striking Metropolitan's high-voltage transmission ground lines about 10 miles northwest of Gene and Intake Pumping Plants. As a result of the incident, Metropolitan had to make emergency repairs to damaged transmission ground lines, a transmission line conductor, and steel tower components. In addition, the crash caused a power outage at Iron Mountain Pumping Plant, resulting in approximately 50.2 acre-feet of water being spilled from the Colorado River Aqueduct.

Metropolitan filed claims under the Federal Tort Claims Act and the Military Claims Act in January 2020 in the amount of \$315,693.58. The claimed costs included the emergency contract with Henkels and McCoy, costs of Metropolitan labor used in making repairs, costs of materials used to make repairs, the cost of the spilled water, and other minor administrative costs. After submitting the claims, the federal government took over one year to investigate the claims. The first settlement offer was made in February 2022, in the amount of \$100,000. The federal government agreed that there was no dispute as to the cause of the incident, but they did dispute the contractor costs as excessive, and the cost of the water spilled. After multiple offers by the federal government, Metropolitan counteroffered with \$300,000, and it was accepted.

Policy

By Minute Item 51825 Authorized filing claims with the federal government for the recovery of damages to Metropolitan in the amount of approximately \$315,000 as set forth in Agenda Item 7-4 board letter.

Metropolitan Water District Administrative Code Section 6433: Authority to Litigate, Compromise and Settle Claims By and Against the District

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because it involves continuing administrative activities, such as general policy and procedure making that will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (Section 15378(b)(4) of the State of CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize a \$300,000 settlement of Metropolitan claims against the federal government for the recovery of costs resulting from damages to Metropolitan infrastructure due to the crash of a military helicopter.

Fiscal Impact: Metropolitan will recover \$300,000 in damages and will write off \$15,693.58.

Business Analysis: Settling the claims will avoid litigation costs and uncertainty associated with litigation.

Option #2


Do not authorize settlement and authorize initiating litigation to recover the full amount claimed.

Fiscal Impact: Metropolitan would forgo collecting \$300,000 and, if authorized by the Board, file a lawsuit to recover the full amount claimed of \$315,693.58 and incur additional costs to litigate.

Business Analysis: Uncertainty with litigation and costs associated with litigation could result in a net recovery of less than \$300,000.

Staff Recommendation

Option #1



Marcia Scully
General Counsel

10/5/2022

Date

Ref# I12692777



Legal & Claims Committee

Authorize a \$300,000 Settlement of Metropolitan Claims against the Federal Government

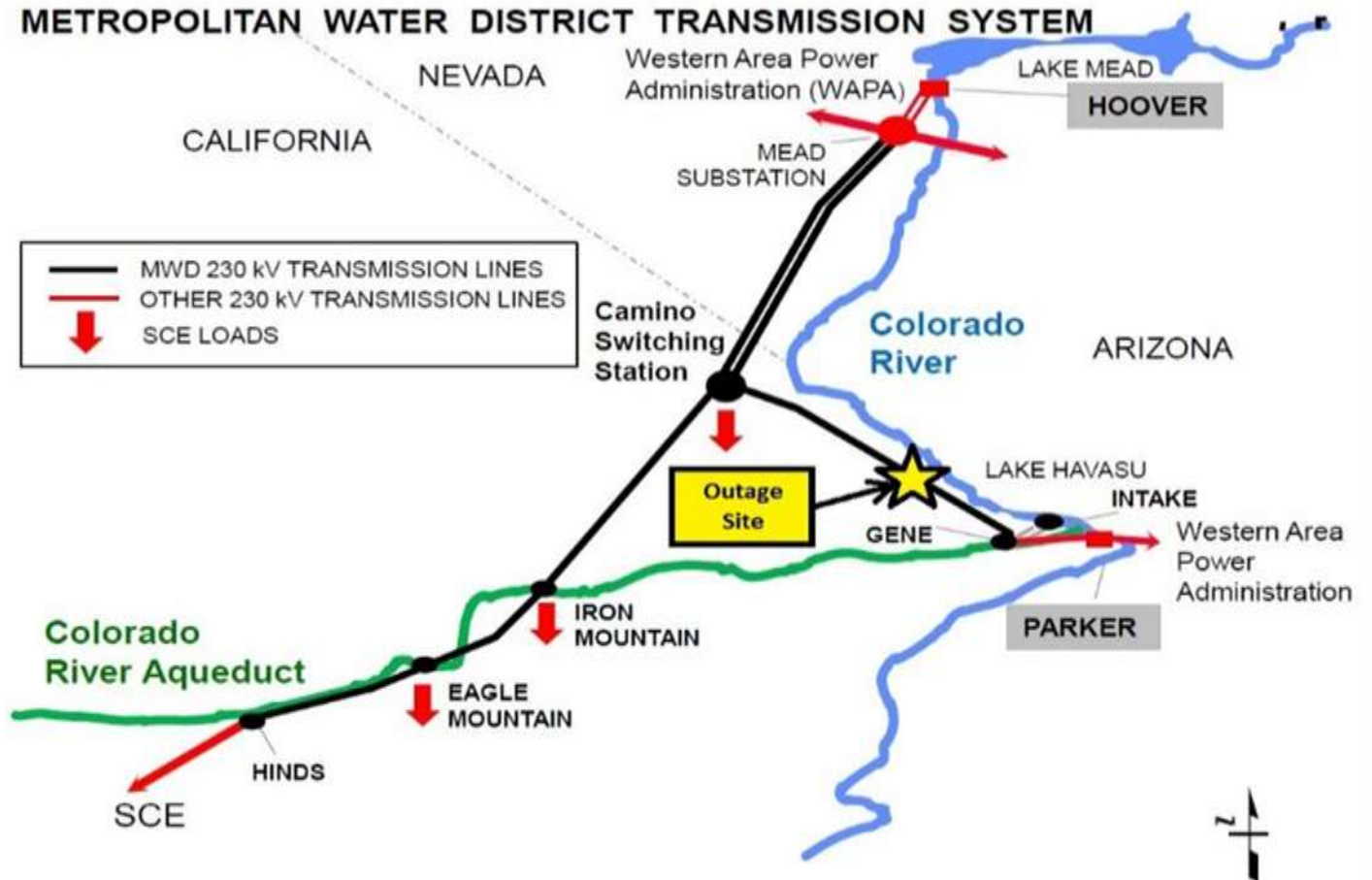
Item 7-10

October 11, 2022

Near Gene and Intake Pumping Plants



Helicopter Crash Incident 2018



Federal Tort
Claims Act.
Military
Claims Act.



Board Action December 2019

- Authorized filing claims against the federal government in the amount of approximately \$315,000
- January 2020, filed claims in the amount of \$315,693.58



Claimed Costs



| Item | Cost Claimed |
|--|---------------------|
| Contract Henkels and McCoy | \$166,962.70 |
| Metropolitan Labor | \$96,461.39 |
| Metropolitan Materials | \$17,210.91 |
| Miscellaneous/ Administrative Costs | \$169.58 |
| Water Spilled | \$34,889.00 |
| Total | \$315,693.58 |

Board Options

- Option #1
Authorize a \$300,000 settlement of Metropolitan claims against the federal government for the recovery of costs resulting from damages to Metropolitan infrastructure due to the crash of a military helicopter.
- Option #2
Do not authorize settlement and authorize initiating litigation to recover the full amount claimed.

Staff Recommendation

Option #1

Authorize a \$300,000 settlement of Metropolitan claims against the federal government for the recovery of costs resulting from damages to Metropolitan infrastructure due to the crash of a military helicopter.



Questions



• **Board of Directors**

One Water (Conservation and Local Resources) Committee

10/11/2022 Board Meeting

7-11

Subject

Adopt resolution encouraging action to reduce or eliminate irrigation of non-functional turf with potable water; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

As a result of the record drought in the Southwest, staff brought forth four options to address the irrigation of non-functional turf with potable water to the Board for discussion in August 2022. The Board recommended that all four options be further developed for future review and action. One of the options is to adopt a board resolution encouraging municipalities within our service area to ban the irrigation of non-functional turf with potable water. As there is no fiscal impact or other action needed for this resolution, staff developed the attached resolution and is bringing it forward for board adoption.

Details

Background

Due to severe and persistent drought conditions, Metropolitan's Board declared a regional drought emergency in November 2021 and adopted an Emergency Water Conservation Program in April 2022 to address supply shortages in the State Water Project-dependent areas. Conditions on the Colorado River are equally concerning as both Lake Mead and Lake Powell are at their lowest historical levels. In June 2022, the U.S. Bureau of Reclamation Commissioner Camille Touton announced that Colorado River water users need to reduce use by two to four million-acre feet. It is clear that agencies need to permanently reduce potable water demand for all non-essential uses.

In November 2021, Metropolitan's Board adopted Legislative Priorities and Principles for 2022 that included "support administrative/legislative actions and funding to improve water use efficiency through non-functional turf management." Currently, Metropolitan's commercial Turf Replacement Program (TRP) is the focus of non-functional turf management activities. However, following board direction, staff now seeks to expand the options available for non-functional turf management.

In May, as part of the state's drought response, the State Water Resources Control Board adopted an emergency regulation banning the irrigation of non-functional turf with potable water for all commercial, industrial, and institutional properties throughout the state. This emergency regulation expires on June 14, 2023. In adopting this regulation, the state acknowledged that irrigation of turf that is not used for recreational or community gathering purposes is an unnecessary use of water.

To date, Southern California residents have removed more than 200 million square feet of turf at residential and commercial properties through Metropolitan's TRP. A recent study by Dr. Andrew Marx indicates that 96 percent of properties in Metropolitan's service area which convert from turf to California Friendly landscaping through Metropolitan's TRP maintain that landscaping over time. In addition, Metropolitan's multiplier study found that for every 100 landscapes that are installed using incentives, another 134 are installed without the use of an incentive payment. Both studies focused on residential properties, but these findings can be extended to commercial properties as well. It is expected that there would be a lower rate of reversion on commercial properties due to less frequent property sales. Therefore, the permanent ban on irrigation of non-functional turf

and the continued effort to convert these areas to California Friendly landscaping would constitute a significant reduction in potable water demand.

In August, staff presented the Board with four options to address the irrigation of non-functional turf with potable water in our service area. All options received a positive response and, accordingly, staff was directed to further develop them for future board review and action. The least complex of these called for the Board to adopt a resolution encouraging municipalities to ban the irrigation of non-functional turf with potable water. This option would not require any programmatic or legislative changes to implement and, as such, staff has prepared a proposed resolution for immediate consideration by the Board.

Attached to the proposed resolution is sample language that potentially could be inserted into a municipality's water conservation ordinance, depending on the nature and scope of its authority. The sample language provides a basic framework, including a definition of non-functional turf, and the following options for addressing non-functional turf:

1. Prohibit irrigation of non-functional turf with potable water after the effective date of the ordinance, with certain exceptions.
2. Prohibit installation of non-functional turf after the effective date of the ordinance, with certain exceptions.
3. Require the removal of all non-functional turf from commercial, industrial, or public properties or facilities by a date certain.

In addition, the proposed language provides placeholders for municipalities to insert their preferred enforcement methods and timelines. Staff recommends this approach to a proposed ordinance as it allows municipalities to make adjustments as they see fit and ensures higher levels of acceptance and accountability.

Policy

By Minute Item 52802, dated April 26, 2022, the Board adopted a resolution which declared a Water Shortage Emergency Condition and established an Emergency Water Conservation Program for the State Water Project dependent area.

By Minute Item 52579, dated November 9, 2021, the Board adopted Legislative Priorities and Principles for 2022 that included improving water efficiency through non-functional turfgrass management.

By Minute Item 52581, dated November 9, 2021, the Board adopted a resolution which declared specified emergency conditions within the Metropolitan service area.

By Minute Item 49542, dated September 10, 2013, the Board authorized new conservation program initiatives.

By Minute Item 49068, dated May 8, 2012, the Board authorized changes to Metropolitan's water conservation program.

By Minute Item 48772, dated August 16, 2011, the Board adopted the Long-Term Conservation Plan and revisions to the water conservation policy principles.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because it involves continuing administrative activities, such as general policy and procedure making will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Adopt resolution encouraging action to reduce or eliminate irrigation of non-functional turf with potable water.

Fiscal Impact: \$0

Business Analysis: Adoption of the resolution could lead to a permanent reduction in potable water demand.

Option #2



Do not adopt the resolution.

Fiscal Impact: \$0

Business Analysis: Without this resolution, irrigation of non-functional turf with potable water may continue throughout Metropolitan's service area.

Staff Recommendation

Option #1

| | |
|---|----------------------------|
|  _____ Brad Coffey Manager, Water Resources Management | 10/5/2022 _____ Date |
|  _____ Adel Hagekhalil General Manager | 10/5/2022 _____ Date |

Attachment 1 – Resolution (Revised)

Attachment 2 – Draft Ordinance

Ref# wrm12692156

RESOLUTION _____**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
ENCOURAGING THE BAN OF IRRIGATION OF NON-FUNCTIONAL TURF WITH
POTABLE WATER**

WHEREAS, The Metropolitan Water District of Southern California and Its Member Agencies are Local and Regional Water Entities Responsible for Distributing, Managing, and Developing Supplies to Meet Current and Future Water Demands Within Their Respective Service Areas and throughout Southern California.

Metropolitan is comprised of 26 member agencies, all of which are public entities, including 14 cities, 11 municipal water districts, and one county water authority, which collectively serve the residents and businesses of more than 300 cities and numerous unincorporated communities.

Metropolitan estimates that approximately 18.7 million people live in Metropolitan's service area.

Metropolitan's 2020 Integrated Water Resources Plan shows expected population growth of approximately 17 percent in Metropolitan's service area between 2010 and 2035.

WHEREAS, Long-term and Short-term Trends Suggest that Metropolitan's Imported Water Supplies May Be Constrained by Drought, Climate Change, and Other Environmental Factors.

The Colorado River system has been continuously in drought since 2000. Lake Mead and Lake Powell were near full in 2000; however, both reservoirs are now at their lowest historical levels since initial filling.

In June 2022, the U.S. Bureau of Reclamation Commissioner, Camille Touton, announced that Colorado River water users need to reduce use by two- to four million acre-feet per year.

Extended drought and increased regulatory constraints have resulted in an average 35 percent allocation of Table A contract supplies from the State Water Project over the last 10 years. During the previous 10-year period, Metropolitan received an average 68 percent allocation from the State Water Project.

Combined deliveries of allocated water from the State Water Project during the past three years are lower than in any other three-year period in the history of the SWP.

The California Department of Water Resources (DWR) classified water years 2020 to 2022 (October 1, 2019, through September 30, 2022) as dry or critically dry, and it projects these three water years will be the driest on record in California for statewide precipitation.

In addition to reduced precipitation since 2020, California's climate is transitioning to a warmer setting in which historical relationships among temperature, precipitation, and runoff are changing. In addition, precipitation in the Colorado River Basin was near 100 percent normal in 2022, but runoff was only at 62 percent of normal. In 2021 precipitation was at 87 percent of normal while runoff was at 32 percent of normal.

WHEREAS, Governor Newsom Has Declared a State of Emergency to Exist in All California Counties Due to These Severe Drought Conditions.

On October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions. This proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021.

Governor Newsom has called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (WSCPs) “at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year.”

California has declared a State of Emergency due to severe drought conditions three separate times since 2007.

On August 11, 2022, Governor Newsom issued his California Water Supply Strategy which includes a long-term commitment to replace 500 million square feet of turf with drought tolerant landscaping by promoting programs and policies that incentivize turf conversion.

WHEREAS, Water Conservation and Demand Management Play a Critical Role in Ensuring Supplies Meet Demands in Metropolitan’s Service Area.

Water conservation and demand management increase resiliency in the event of drought and extend the availability of current and future water supplies.

Metropolitan has invested \$2.3 billion in present value dollars in conservation, local water recycling, and local groundwater recovery since 1990, resulting in nearly 7.6 million acre-feet of water conserved and new supplies.

Local water suppliers and communities have also made multi-billion-dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, seawater desalination and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, has helped preserve storage in Metropolitan’s diverse storage portfolio and meet demands during these dry conditions.

WHEREAS, a Permanent Ban on Irrigation of Non-functional Turf and Commitment to Converting These Areas to California Friendly Landscaping through Local Ordinances and Regulations Would Result in a Significant Reduction in Potable Water Demand.

Amending local ordinances and other land use planning regulations to further prevent non-functional turf from being irrigated with potable water, installed in new construction, or maintained in existing construction will contribute to more sustainable demands within Metropolitan’s service area.

Irrigation of turf grass represents the single largest application of consumptive use of potable water in Southern California and reducing the amount of turf represents a significant water conservation opportunity.

The removal of non-functional turf and replacement with drought-tolerant landscaping reduces water usage on a given site by up to 80 percent.

Approximately 96 million square feet of non-residential non-functional turf have been removed through Metropolitan's turf rebate programs, which results in water savings today of approximately 13,000 acre-feet per year.

Since the SWRCB issued an emergency regulation temporarily banning the irrigation of non-functional turf with potable water, commercial applications for the turf replacement program have tripled since the emergency regulation went into effect. Therefore, local ordinances permanently banning the irrigation, installation, and maintenance of non-functional turf would likely lead to an even greater increase in turf replacement projects.

Regulations addressing irrigation, installation and maintenance of non-functional turf may be adopted as local governmental codes and ordinances by Metropolitan member agencies and in local jurisdictions throughout Metropolitan's service area, as permitted by each jurisdiction's legal authority.

NOW, THEREFORE, BE IT RESOLVED that The Metropolitan Water District of Southern California Board of Directors supports the adoption and promotion of the following principles throughout Metropolitan's service area:

1. Potable water should not be used to irrigate non-functional turf on non-residential properties.
2. Non-functional turf should not be installed at any new or existing non-residential properties, including at any commercial or industrial properties, public buildings, or facilities, or HOAs. Non-functional turf also should not be installed in any new residential properties.
3. Non-functional turf should not be installed in public spaces, including in medians.
4. Non-functional turf should be removed from all non-residential properties, both public and private, including HOAs, by a date certain in the future.

BE IT FURTHER RESOLVED that the Board of Directors strongly recommends that all Member Agencies and local jurisdictions within Metropolitan's service area amend their regulatory codes and ordinances, as appropriate, to implement these principles in a manner consistent with each jurisdiction's legal authority. A model ordinance consistent with these principles is attached for reference and potential use.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California

Model Ordinance Language

Section X: Definitions

(A) As used in this section:

(1) "Non-functional turf" means turf that is not regularly used for human recreational purposes or for civic or community events.

(2) "Turf" means any narrow-leaved grass species that form a uniform, long-lived ground cover that can tolerate traffic and low mowing heights (usually two inches or below). Such grasses include, but are not limited to, annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, Tall fescue, Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustine grass, Zoysiagrass, Buffalo grass, and their associated hybrids.

Section XX: Permanent Water Conservation Requirements

(A) Prohibition on irrigation of non-functional turf

(1) After the effective date of this ordinance, non-functional turf shall not be irrigated using potable water with the sole exception of turf at residential properties that was present prior to the effective date of this ordinance.

(B) Prohibition on installation of non-functional turf

(1) After the effective date of this ordinance, non-functional turf shall not be installed at any new or existing commercial, industrial, or public properties or facilities, including parks, playgrounds, medians, greenbelts, and HOAs. In addition, non-functional turf shall not be installed in any new residential properties.

(C) Removal of non-functional turf

(1) No later than [DATE CERTAIN], non-functional turf shall be removed from commercial, industrial, or public properties or facilities, including parks, playgrounds, medians, greenbelts, and HOAs.

Section XXX: Penalties and Enforcement

[TO BE DETERMINED BY ADOPTING JURISDICTION]



One Water Committee

Resolution Encouraging Municipalities to Ban Irrigation of Non-Functional Turf

Item 7-11

September 27, 2022

Non-Functional Turf (NFT) Efforts

Update on Staff Efforts

- Incentives Based
 - Rewarded grant funds to be added to turf removal program (TRP) incentive
 - Pursuing additional grant opportunities
- New water allocation methodology for NFT in drought emergency
 - Continue work with Dr. Marx to develop turf dashboard to assist Member Agencies
- State legislation
 - Added to legislative affairs strategic plan for 2022-2023

Non-functional Turf Ordinance Development

Lessons Learned

Considerations from Southern Nevada Water Authority (SNWA) Legislative Efforts

- Ordinance/legislation is most effective when combined with incentives to promote change
- Legislation is multi-year effort
- NFT Definition

Non-Functional Turf Efforts

Defining Non-Functional Turf

- Metropolitan developed definition
 - Similar to SWRCB definition
 - Allows flexibility for municipalities to adjust
- Includes:
 - Potable water irrigation only
 - CII turf not used for recreation / community gathering
 - Includes Homeowner Associations (HOAs)
 - New residential construction

Non-Functional Turf Ordinance Development

What Can Metropolitan do to Encourage Ordinance Adoption?

- Cities have water efficiency ordinances
 - Most have permanent ban section
- Metropolitan will provide sample language to be added
- Metropolitan Board resolution encouraging adoption of ordinance language

Non-
Functional
Turf
Ordinance
Development
(continued)

Ordinance Language Options

- Language options may include:
 - Permanent ban on irrigating NFT with potable water
 - Permanent ban on installation of NFT on new development
 - Removal of NFT on CII properties by a specific date
 - Enforcement actions and timeline

Board Options

- Option #1:

Adopt resolution encouraging action to reduce or eliminate irrigation on non-functional turf with potable water

- Option #2:

Do not adopt the resolution

Staff Recommendation

- Option #1



RESOLUTION 9323

RESOLUTION OF THE BOARD OF DIRECTORS OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA ENCOURAGING THE BAN OF IRRIGATION OF NON-FUNCTIONAL TURF WITH POTABLE WATER

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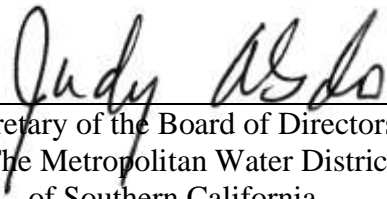
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(C) Removal of non-functional turf

(1) No later than [DATE CERTAIN], non-functional turf shall be removed from commercial, industrial, or public properties or facilities, including parks, playgrounds, medians, greenbelts, and HOAs.

Section XXX: Penalties and Enforcement

[TO BE DETERMINED BY ADOPTING JURISDICTION]



• **Board of Directors**
Legal and Claims Committee

10/11/2022 Board Meeting

7-12

Subject

Approve amendments to the Administrative Code to comply with recommendations of the California State Auditor regarding reporting requirements to the Board of Directors on personnel-related settlements and the contracting authority of the Ethics Officer; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

On April 21, 2022, the California State Auditor (Auditor) issued a report containing findings and recommendations regarding a wide-ranging audit of Metropolitan's processes and procedures. The report includes recommendations specifically addressing the reporting of personnel-related settlements and provisions in the Administrative Code relating to the Ethics Officer. The Auditor established an October 2022 deadline for implementing these recommendations. The Board previously adopted proposed changes to the Administrative Code intended to comply with the recommendations of the Auditor. After review, it was determined that additional minor changes to the language are necessary to comply with the recommendations. The requested changes are set forth below.

Details

Background

In 2021, the California State Legislature directed California's State Auditor to conduct an audit of Metropolitan on a wide range of issues including the requirements for the General Manager and General Counsel to report to the Board the settlement of matters relating to Metropolitan personnel and additional changes relating to the authority of the Ethics Officer. The final report of the Auditor was issued on April 21, 2022. The report included recommendations for changes in Metropolitan's Administrative Code.

In response to the recommendations of the Auditor, staff proposed changes to the Administrative Code. The Board approved the proposed changes relating to the Ethics Officer on August 16, 2022 (Board letter 7-8) and those relating to the reporting requirements on September 13, 2022 (Board letter 7-8). Subsequently, the language was reviewed, and it was determined that minor additional changes are necessary to fully comply with the intent of the Auditor's recommendations. The changes are set forth below. Staff recommends adoption of the minor changes.

Recommendations Related to Personnel-Related Settlements

On September 13, the Board adopted changes to Sections 2720 and 2721 of the Administrative Code regarding the reporting of personnel-related settlements to the Board by the General Manager and General Counsel to read as follows:

1. General Manager's Quarterly Reports

§ 2720(d). General Manager's Quarterly Reports.

(d) To the Legal and Claims Committee, jointly with the General Counsel, the exercise of any power delegated to them by Sections 6431, 6433 and 6434, including all personnel-related settlements that invoke confidentiality or have any financial impact — including paid and reinstated leave — regardless of

settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

The proposed amendment to Section 2720 to clarify the reporting of all personnel-related settlements and comply with the Auditor's intent is:

(d) To the Legal and Claims Committee, jointly with the General Counsel, the exercise of any power delegated to them by Sections 6431, 6433 and 6434, **and, in addition, any and all other** personnel-related settlements that invoke confidentiality or have any financial impact — including paid and reinstated leave — regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

2. General Counsel's Quarterly Reports

§ 2721. General Counsel's Quarterly Reports.

The General Counsel shall quarterly report to the Legal and Claims Committee the exercise of any power delegated to the General Counsel by Sections 6431, 6433 and 6434, including all personnel-related settlements that invoke confidentiality or have any financial impact — including paid and reinstated leave — regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

The proposed amendment to Section 2721 to clarify the reporting of all personnel-related settlements and comply with the Auditor's intent is:

§ 2721. General Counsel's Quarterly Reports.

The General Counsel shall quarterly report to the Legal and Claims Committee the exercise of any power delegated to the General Counsel by Sections 6431, 6433 and 6434, **and, in addition, any and all other** personnel-related settlements that invoke confidentiality or have any financial impact — including paid and reinstated leave — regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

Recommendations Related to Ethics Officer's Contracting Authority

In its August 16, 2022 action, the Board added a new Section 6471(a) to the Administrative Code to expressly authorize the Ethics Officer to obtain independent legal counsel as follows:

§ 6471. Authority to Obtain Professional Services.

- (a) The Ethics Officer is authorized to contract for independent legal counsel as he or she deems necessary in fulfilling duties and responsibilities of the Ethics Office. The Ethics Officer may contract with one or more attorneys or law firms depending on the areas of expertise needed. The amount to be expended in fees, costs and expenses under any one contract in any one-year period shall not exceed \$100,000.

The proposed amendment to clarify the autonomy of the Ethics Officer and comply with the Auditor's intent is:

§ 6471. Authority to Obtain Professional Services.

- (a) The Ethics Officer is authorized to contract for independent legal counsel as he or she deems necessary in fulfilling duties and responsibilities of the Ethics Office. The Ethics Officer may contract with one or more attorneys or law firms depending on the areas of expertise needed. The amount to be expended in fees, costs and expenses under any one contract in any one-year period

shall not exceed \$100,000. The General Counsel shall review such contracts solely for consistency with Metropolitan's contract requirements. The General Counsel shall not have the authority to deny the Ethics Officer's ability to contract with any given party.

Summary

This action authorizes amendments to the Administrative Code to comply with the Auditor's recommendations regarding the reporting of personnel-related settlements and to clarify the autonomy of the Ethics Officer to contract with outside law firms. See **Attachment 1** for a clean copy of the revised Administrative Code provisions, if this item is approved, and **Attachment 2** for the redlined text of the recommended amendments as compared to the recently adopted Administrative Code language.

Project Milestone

October 2022 – Deadline for addressing California State Auditor's recommendations

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not subject to CEQA because it involves continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not subject to CEQA because it involves organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the state CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Approve recommended amendments to the Administrative Code.

Fiscal Impact: None

Business Analysis: This option will address the California State Auditor's recommendations for reporting to the Board personnel-related settlements and the autonomy of the Ethics Officer to contract with outside law firms within the prescribed deadline.

Option #2


Do not approve recommended amendments to the Administrative Code.

Fiscal Impact: None

Business Analysis: This option will not comply with the California State Auditor's recommendations for amendments to Metropolitan's Administrative Code.

Staff Recommendation

Option #1


Marcia Scully
General Counsel

10/5/2022
Date

Attachment 1 – Administrative Code – Clean Excerpts 2720 2721 6471

Attachment 2 – Administrative Code – Redlined Excerpts 2720 2721 6471

Ref# I12683973

Proposed Amendment to Administrative Code Section 2720**§ 2720. General Manager's Quarterly Reports.**

The General Manager shall quarterly make the following reports:

(a) To the Engineering and Operations Committee: a report on the Capital Investment Plan, including service connections approved by the General Manager pursuant to Sections 4700-4708 with the estimated cost and approximate location of each and the execution of any relocation agreements involving an amount in excess of \$100,000 under authority of Section 8122(c);

(b) To the Finance and Insurance Committee:

A summary of financial performance including Comparative Statements of Operations and Comparative Balance Sheets and variances thereof from estimates;

(c) To the Real Property and Asset Management Committee:

(1) Deeds or grants accepted during the preceding quarter;

(2) Easements, or similar rights, granted during the preceding quarter under the authority of Section 8220, and shall also include in such report any relocation or protection agreement made in connection therewith;

(3) All leases made during the preceding quarter under the authority of Sections 8222, 8223, 8230 and 8232;

(4) The details of any transactions during the preceding quarter in which an improvement was disposed of in such a manner as to make the improvement available for subsequent use by a party other than the District; and

(5) Property sold pursuant to the authority granted by Section 8240 et seq.

(d) To the Legal and Claims Committee, jointly with the General Counsel, the exercise of any power delegated to them by Sections 6431, 6433 and 6434, and, in addition, any and all other personnel-related settlements that invoke confidentiality or have any financial impact—including paid and reinstated leave—regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

(e) To the Organization, Personnel and Technology Committee:

(1) The status of all information technology projects throughout the organization.

(2) The employment of any professional and technical consultant, the extension of any professional and technical consulting agreement, on the exercise of authority under Section 8121(c) and 8122(h) and the execution of any contract authorized pursuant to Section 8122(g) during the preceding calendar quarter. The report covering the last calendar quarter of the year may be combined with and included in the annual report. Each such report shall indicate when a consultant is a former employee of the District.

Section 2720 adopted by M.I. 36464 - January 13, 1987, effective April 1, 1987; paragraphs (a) and (d) amended by M.I. 39036 - June 11, 1991; paragraphs (a)(4) and (b)(e) added by M.I. 39080 - July 9, 1991; paragraph (f) added by M.I. 39840 - September 15, 1992; paragraph (f) repealed by M.I. 40768 - April 12, 1994; paragraph (e) amended by M.I. 41389 - May 9, 1995; paragraph (c) amended by M.I. 41615 - October 10, 1995; paragraph (b) amended by M.I. 42193 - December 10, 1996; paragraphs (b)(6), and (d) amended by M.I. 43587 - June 8, 1999; paragraph (f) added by M.I. 43963 - April 11, 2000; paragraphs (a) and (a)(1) amended, paragraph (b) deleted, sub-paragraphs (4)-(6) renumbered, paragraphs (c)-(f) renumbered and amended by M. I. 44582 – August 20, 2001; original paragraph (4) repealed and paragraphs renumbered; new paragraph (6) amended; old paragraph (d) repealed and renumbered (e) and amended by M. I. 45943 – October 12, 2004; paragraphs(a)(2), (a)(3), (b), (c), and (d) amended by M. I. 46371 – September 13, 2005; paragraphs (a) –(e) amended and renumbered by M. I. 46983 - February 13, 2007; paragraph (2) deleted, former paragraphs (3-8) renumbered, paragraph (c) divided to create paragraph (1), paragraph (2) added by M.I. 47998 - August 18, 2009; paragraph (a) and (1) amended, new paragraph (2)-(4) added, paragraph (c), (1) and (2) deleted, former paragraph (d) renumbered as new paragraph (c), paragraph (e) deleted by M.I. 48081 – November 10, 2009; paragraph (b) amended by M.I. 48534 - January 11, 2011; paragraph (a)(1) amended, paragraphs (a)(2)-(a)(3) deleted, former paragraph (a)(4) renumbered, paragraph (c) added, former paragraph (b)(3)-(b)(7) renumbered, former paragraph (e) renumbered, new paragraph (e) added by M.I. 48800 – September 13, 2011; paragraph (a) amended, subparagraphs (a)(1) and (a)(2) deleted, subparagraph (b)(1) amended to remove number, subparagraph (b)(2) deleted, subparagraph (e)(1) amended, and subparagraph (e)(2) added by M.I. 50155 - June 9, 2015.

Proposed Amendment to Administrative Code Section 2721

§ 2721. General Counsel's Quarterly Reports.

The General Counsel shall quarterly report to the Legal and Claims Committee the exercise of any power delegated to the General Counsel by Sections 6431, 6433 and 6434, and, in addition, any and all other personnel-related settlements that invoke confidentiality or have any financial impact—including paid and reinstated leave—regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

Section 2721 adopted by M.I. 36464 - January 13, 1987, effective April 1, 1987; amended by M.I. 43587 - June 8, 1999; amended by M.I. 48800 – September 13, 2011.

(h) The Ethics Officer shall be the filing officer on behalf of the District to receive and file Statements of Economic Interest pursuant to the California Government Code and Section 7501 of this Administrative Code.

(i) The Ethics Officer shall have the authority to confer with the Chair of the Board and the Chair and Vice Chair of the Audit and Ethics Committee for the purpose of seeking advice and feedback on any policy and operational matters, or feedback on investigative matters, subject to the confidentiality requirements in section 7412 of the Administrative Code.

(j) The Ethics Officer shall have the authority to obtain, and have unrestricted access to all functions, documents, records, property, personnel and other information requested as part of an Ethics Office complaint or investigation without waiving any privileges that may apply.

M. I. 45285 - April 8, 2003; paragraph (e) deleted by M. I. 46338 - August 16, 2005; paragraph (e) added by M.I. 49648 - January 14, 2014; amended paragraphs (a), (b), (c) and (d), added paragraphs (e), (f) and (g), and renumbered former paragraph (e) to paragraph (h) and amended same by M.I. 51391 - November 6, 2018; amended paragraphs (e), (f), (g), and (h), and added new paragraph (i) by M.I. 52574 - November 9, 2021; amended paragraphs (c), (d), (g), and (i), and added new paragraph (j) by M.I. 52941- August 16, 2022.

§6471. Authority to Obtain Professional Services.

(a) The Ethics Officer is authorized to contract for independent legal counsel as he or she deems necessary in fulfilling duties and responsibilities of the Ethics Office. The Ethics Officer may contract with one or more attorneys or law firms depending on the areas of expertise needed. The amount to be expended in fees, costs and expenses under any one contract in any one-year period shall not exceed \$100,000. The General Counsel shall review such contracts solely for consistency with Metropolitan's contract requirements. The General Counsel shall not have the authority to deny the Ethics Officer's ability to contract with any given party.

(b) The Ethics Officer is authorized to employ the services of other professional or technical consultants for advice and assistance in performing the duties assigned as may be required or as deemed necessary, provided that the amount to be expended in fees, costs and expenses under any one contract in any one year shall not exceed \$50,000.

(c) The Ethics Officer shall inform the Audit and Ethics Committee whenever the authority granted under this section is exercised, and shall further report quarterly on activities concerning any agreements entered into under this section. Any such contracts shall be consistent with Metropolitan contract requirements and shall be reviewed by the General Counsel.

M. I. 45285 - April 8, 2003; amended by M. I. 46064 - January 11, 2005; amended by M.I. 46983 - February 13, 2007; amended by M. I. 47636 - September 9, 2008; renumbered from Section 6472 to 6471 and amended same by M.I. 51391 - November 6, 2018; added paragraph numbering to Section, added new paragraph (a) by M.I. 52941- August 16, 2022.

§6472. Reports to Audit and Ethics Committee.

(a) The Ethics Officer shall annually, in advance of the July Board meetings, submit to the Audit and Ethics Committee a business plan for the Ethics Office containing key priorities for the coming year for review and approval.

Proposed Amendment to Administrative Code Section 2720**§ 2720. General Manager's Quarterly Reports.**

The General Manager shall quarterly make the following reports:

(a) To the Engineering and Operations Committee: a report on the Capital Investment Plan, including service connections approved by the General Manager pursuant to Sections 4700-4708 with the estimated cost and approximate location of each and the execution of any relocation agreements involving an amount in excess of \$100,000 under authority of Section 8122(c);

(b) To the Finance and Insurance Committee:

A summary of financial performance including Comparative Statements of Operations and Comparative Balance Sheets and variances thereof from estimates;

(c) To the Real Property and Asset Management Committee:

(1) Deeds or grants accepted during the preceding quarter;

(2) Easements, or similar rights, granted during the preceding quarter under the authority of Section 8220, and shall also include in such report any relocation or protection agreement made in connection therewith;

(3) All leases made during the preceding quarter under the authority of Sections 8222, 8223, 8230 and 8232;

(4) The details of any transactions during the preceding quarter in which an improvement was disposed of in such a manner as to make the improvement available for subsequent use by a party other than the District; and

(5) Property sold pursuant to the authority granted by Section 8240 et seq.

(d) To the Legal and Claims Committee, jointly with the General Counsel, the exercise of any power delegated to them by Sections 6431, 6433 and 6434, and, in addition, any and all other ~~including all~~ personnel-related settlements that invoke confidentiality or have any financial impact—including paid and reinstated leave—regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

(e) To the Organization, Personnel and Technology Committee:

(1) The status of all information technology projects throughout the organization.

(2) The employment of any professional and technical consultant, the extension of any professional and technical consulting agreement, on the exercise of authority under Section 8121(c) and 8122(h) and the execution of any contract authorized pursuant to Section 8122(g) during the preceding calendar quarter. The report covering the last calendar quarter of the year may be combined with and included in the annual report. Each such report shall indicate when a consultant is a former employee of the District.

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Proposed Amendment to Administrative Code Section 2721

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The General Counsel shall quarterly report to the Legal and Claims Committee the exercise of any power delegated to the General Counsel by Sections 6431, 6433 and 6434, and, in addition, any and all other ~~including all~~ personnel-related settlements that invoke confidentiality or have any financial impact—including paid and reinstated leave—regardless of settlement type. The reporting on personnel-related settlements should include whether equal employment opportunity issues were implicated, whether the employee is still employed by the District, the existence and type of any financial or confidentiality terms, and whether the District has taken any corrective action in response to the alleged issues.

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(a) The Ethics Officer is authorized to contract for independent legal counsel as he or she deems necessary in fulfilling duties and responsibilities of the Ethics Office. The Ethics Officer may contract with one or more attorneys or law firms depending on the areas of expertise needed. The amount to be expended in fees, costs and expenses under any one contract in any one-year period shall not exceed \$100,000. The General Counsel shall review such contracts solely for consistency with Metropolitan's contract requirements. The General Counsel shall not have the authority to deny the Ethics Officer's ability to contract with any given party.

(b) The Ethics Officer is authorized to employ the services of other professional or technical consultants for advice and assistance in performing the duties assigned as may be required or as deemed necessary, provided that the amount to be expended in fees, costs and expenses under any one contract in any one year shall not exceed \$50,000.

(c) The Ethics Officer shall inform the Audit and Ethics Committee whenever the authority granted under this section is exercised, and shall further report quarterly on activities concerning any agreements entered into under this section. Any such contracts shall be consistent with Metropolitan contract requirements and shall be reviewed by the General Counsel.

M. I. 45285 - April 8, 2003; amended by M. I. 46064 - January 11, 2005; amended by M.I. 46983 - February 13, 2007; amended by M. I. 47636 - September 9, 2008; renumbered from Section 6472 to 6471 and amended same by M.I. 51391 - November 6, 2018; added paragraph numbering to Section, added new paragraph (a) by M.I. 52941 - August 16, 2022.

§6472. Reports to Audit and Ethics Committee.

(a) The Ethics Officer shall annually, in advance of the July Board meetings, submit to the Audit and Ethics Committee a business plan for the Ethics Office containing key priorities for the coming year for review and approval.



• **Board of Directors**

Organization, Personnel and Technology Committee

10/11/2022 Board Meeting

7-13

Subject

Adopt a resolution designating Metropolitan's maximum contribution for medical benefits for retired employees to comply with the current authorized Memoranda of Understanding; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

Metropolitan is required to set the employer contribution for medical benefits, as necessary, on an annual basis under the Public Employees' Medical and Hospital Care Act. CalPERS requires that resolutions be approved by the Board of Directors in order to reflect any changes as required to comply with current Memoranda of Understandings (MOUs). At the September 2022 Organization, Personnel and Technology (OP&T) Committee, a resolution was approved in compliance with CalPERS regulations. Once that resolution was submitted to CalPERS, Human Resources was informed that a second resolution is required to ensure that all retirees receive the same maximum employer contributions as active employees. This board action approves a second resolution for retiree medical contributions in compliance with negotiated MOUs. In the future, if resolutions are required, two will be created simultaneously.

Timing and Urgency

A second resolution must be received by CalPERS no later than October 28, 2022, to be effective January 1, 2023 to ensure all retirees receive the same maximum employer contribution as active employees.

Details

Background

In order to comply with our current MOUs, CalPERS requires Metropolitan to evaluate the following year's medical premiums and to select a specific plan in a specific geographic region upon which to base its maximum employer contributions. Whenever the selected plan and geographic region changes, Metropolitan is required to submit board-approved resolutions to CalPERS 60 days prior to any change being implemented. Effective January 1, 2020, Metropolitan complied with the new MOU agreements by selecting Anthem HMO Traditional, Region 2, Basic rate which was the highest HMO plan of CalPERS' two geographic regions. Effective January 1, 2023, to comply with the current MOU language, the highest HMO plan will be Anthem HMO Traditional, Region 3, Basic rate. A resolution was approved at the September 2022 OP&T Committee that complies with CalPERS regulations for active employees. Human Resources was informed that a second resolution must be adopted, which reflects this new plan effective January 1, 2023, to ensure retirees covered under the 10/20 vesting schedule originally implemented January 1, 2012, receive the same maximum employer contribution as active employees. (**Attachment 1**).

Policy

Current authorized Memoranda of Understanding between Metropolitan and the Employees Association/AFSCME Local 1902, MAPA/AFSCME 1001, Supervisors Association and the Association of Confidential Employees Metropolitan Water District Administrative Code Section 6522: Medical Insurance.

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action involves continuing administrative activities, such as general policy and procedure making, and will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Adopt a resolution designating Metropolitan's maximum contribution for medical benefits for retirees to comply with the current authorized Memoranda of Understandings and align to active employees and retirees under Government Code 22892(a).

Fiscal Impact: The current budget for FY 22/23 and FY 23/24 includes estimated costs, and the fiscal impact will be absorbed in the current and future budgets.

Business Analysis: A revised resolution is required based on the current authorized Memoranda of Understandings and to provide benefits to Metropolitan retirees.

Option #2

Do not adopt a resolution to align Metropolitan's health benefit premium contribution for retirees under Government Code Section 22893(a)(1) to be equivalent to active employees and retirees under Government Code Section 22892(a).

Fiscal Impact: Unknown

Business Analysis: This option would require a renegotiation of the current MOU's and may result in an unfair labor practice for not complying with the existing MOU.

Staff Recommendation

Option #1


Diane Pitman
Human Resources Group Manager

10/6/2022
Date


Adel Hagekhalil
General Manager

10/7/2022
Date

Attachment 1 – 2023 Health Plan Board Resolution

Ref# hr12684317

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION FOR PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) The Metropolitan Water District of Southern California is a contracting agency Under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) The Metropolitan Water District of Southern California is a contracting agency that has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; now, therefore be it

RESOLVED, (a) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

| Medical Group | Monthly Employer Health Contribution |
|--|--|
| 001 Unrepresented | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 002 Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 003 Field Supervisors & Professional Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 004 Management & Professional Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 005 Association of Confidential Employees | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |

but not less than the amounts prescribed by Section 22893(a)(1), plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (a) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (b) The Metropolitan Water District of Southern California has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of The Metropolitan Water District of Southern California shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a

State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that The Metropolitan Water District of Southern California would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees’ Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the Human Resources Group Manager to file with the Board a verified copy of this resolution, and to perform on behalf of The Metropolitan Water District of Southern California all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2023.

Adopted at a regular meeting of the Board of Directors at The Metropolitan Water District of Southern California at Los Angeles, CA, this 11th day of October 2022.

Signed: _____
Gloria D. Gray, Chairwoman of the Board

Attest: _____
Rosa Castro, Board Administrator



Organization, Personnel, and Technology Committee

Resolution to Update Medical Insurance Contributions for Retired Employees

Item 7-13

October 11, 2022

Purpose

- Board Approval of Resolution to Establish Medical Plan Contributions for Retired Employees, Plan Year 2023

Background

- CalPERS adopts medical rates based on geographic regions throughout California and out of state.
- MWD must base its maximum contribution on one specific plan *in one region* to comply with CalPERS and MOU requirements.
- Board must approve new Resolutions whenever the maximum contribution or region changes.

Background

- In September, Board adopted Resolution designating *Anthem Traditional HMO Plan, Region 3*, effective January 1, 2023.
- This Resolution applied to Active Employees, and employees retired on or before December 31, 2011.
- CalPERS now requires **2nd Resolution**, to cover medical contributions for employees **retired on or after January 1, 2012**.

Why a 2nd Resolution?

- Metropolitan adopted the “*10/20 medical vesting schedule*” effective 1/1/2012 for all newly hired employees.
- 10/20 medical vesting helped control OPEB costs.
- However, separate resolution is now needed annually so that these employees receive the same maximum medical contribution.

Board Options

Option #1

- Adopt a resolution designating Metropolitan's maximum contribution for medical benefits for retirees to comply with the current authorized Memoranda of Understandings and align to active employees and retirees under Government Code 22892(a).

Option #2

Do not adopt a resolution to align Metropolitan's health benefit premium contribution for retirees under Government Code Section 22893(a)(1) to be equivalent to active employees and retirees under Government Code Section 22892(a).

Staff Recommendation

- Option #1



RESOLUTION NO. 9324
FIXING THE EMPLOYER CONTRIBUTION FOR PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) Metropolitan Water District of Southern California is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Metropolitan Water District of Southern California is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; now, therefore be it

RESOLVED, (a) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

| Medical Group | Monthly Employer Health Contribution |
|--|--|
| 001 Unrepresented | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 002 Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 003 Field Supervisors & Professional Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 004 Management & Professional Employees Association | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |
| 005 Association of Confidential Employees | 100% Anthem HMO Traditional Region 3 Basic (Party Rates 1-3) |

but not less than the amounts prescribed by Section 22893(a)(1), plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (a) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (b) Metropolitan Water District of Southern California has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of Metropolitan Water District of Southern California shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that

is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Metropolitan Water District of Southern California would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources Group Manager to file with the Board a verified copy of this resolution, and to perform on behalf of Metropolitan Water District of Southern California all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2023.

Adopted at a regular meeting of the Board of Directors at Metropolitan Water District of Southern California at Los Angeles, CA, this 11th day of October, 2022.

Signed: 
Gloria D. Gray, Chairwoman of the Board

Attest: 
Rosa Castro, Board Administrator



● Conservation Board Report October 2022

Summary

This report provides a summary of conservation activity and expenditures for August 2022.

Purpose

Informational

Detailed Report

Conservation Expenditures – FY2022/23 & FY2023/24 ⁽¹⁾

| | Paid ⁽²⁾ | Committed ⁽³⁾ |
|----------------------------|---------------------|--------------------------|
| Regional Devices | \$1.6 M | \$7.1 M |
| Member Agency Administered | \$0.1 M | \$2.5 M |
| Turf Replacement | \$1.5 M | \$32.3 M |
| Advertising | \$0.0 M | \$7.0 M |
| Other | \$0.3 M | \$1.2 M |
| TOTAL | \$3.5 M | \$50.1 M |

(1) The Conservation Program biennial expenditure authorization was \$86 million and expected expenditures for rate setting purposes were \$50 million.

(2) As of 7/1/2022 - 8/31/2022.

(3) Committed dollars as of September 10, 2022

Summary of Expenditures in August 2022: \$3,660,976 ⁽¹⁾

Lifetime Water Savings to be achieved by all rebates in August 2022: 4,162 AF

FY2022/23-FY2023/24: 4,162 AF lifetime water savings



Turf Replacement Rebates:

August: 731,275 ft² removed

FY2022/23-FY2023/24: 731,275 ft² removed



Clothes Washers:

August: 1,262 units rebated

FY2022/23-FY2023/24: 1,262 units rebated



Smart Controllers:

August: 675 units rebated

FY2022/23-FY2023/24: 675 units rebated



Toilets:

August: 2,788 units rebated

FY2022/23-FY2023/24: 2,788 units rebated



Rain Barrels and Cisterns:

August: 0 units rebated

FY2022/23-FY2023/24: 0 units rebated



Sprinkler Nozzles:

August: 0 units rebated

FY2022/23-FY2023/24: 0 units rebated

(1) Expenditures may include advertising and Water Savings Incentive Program activity in addition to the incentives highlighted above.



● **Board of Directors**
Finance and Insurance Committee

10/11/2022 Board Meeting

9-2

Subject

Compliance with Fund Requirements and Bond Indenture Provisions

Executive Summary

Pursuant to the annual reporting requirement contained in Section 5204 of the Metropolitan Water District Administrative Code, entitled "Compliance with Fund Requirements and Bond Indenture Provisions," the Chief Executive Officer has determined that during Fiscal Year 2021/22, Metropolitan was in compliance with the minimum fund requirements outlined in Division V, Chapter 2, Sections 5201 and 5202 of the Administrative Code, and the provisions of the articles and covenants contained in resolutions for all outstanding Metropolitan bond issues.

Based upon information furnished by the General Manager and the Auditor's Department, the General Counsel concurs with this determination. A checklist certifying compliance with all applicable provisions is included in Attachment A.

Katano Kasaine
Assistant General Manager/
Chief Financial Officer

10/5/2022

Date

Adel Hagekhalil
General Manager

10/5/2022

Date

**Attachment 1 – Checklist for Compliance with Bonded Debt and Commercial Paper
Requirements, Fiscal Year 2021/2022**

Ref# cfo12688383

**CHECKLIST FOR COMPLIANCE WITH
BONDED DEBT AND COMMERCIAL PAPER REQUIREMENTS**

Fiscal Year 2021/2022

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MWD ACT

| Item | Action | Responsible | Completion Date | Initials |
|---|---|-------------|-------------------|--|
| MWD Act | | | | |
| PART 4 – POWERS AND PURPOSES | | | | |
| Chapter 1 – Powers Generally | | | | |
| Aggregate indebtedness (Pt. 4, Chap. 1, Sec. 123) | Aggregate indebtedness shall not exceed 15% of assessed valuation of all taxable property within Metropolitan. | Controller | <u>06/30/2022</u> | <u></u> |
| PART 5 – BONDS AND OTHER EVIDENCES OF INDEBTEDNESS | | | | |
| Chapter 1 – Bonds Requiring Approval of Voters | | | | |
| Use of Bond Proceeds and Interest as Construction Cost (Pt. 5, Chap. 1, Art. 3, Sec. 228) | The proceeds of the bonds, except for premium and accrued interest, shall be placed in the Treasury of Metropolitan. | Treasurer | <u>06/30/2022</u> | <u></u> |
| | These proceeds shall be exclusively applied to the purposes and objects mentioned in the bond ordinance, except as otherwise provided in this section. Premium and accrued interest shall be applied to bond interest payments and bond retirement. | Controller | <u>06/30/2022</u> | <u></u> |


MWD ACT

| Item | Action | Responsible | Completion Date | Initials |
|--|---|----------------------------|--------------------|-------------|
| Chapter 1.6 – Revenue Bonds | | | | |
| Revenues to Pay Certain Costs (Pt. 5, Chap. 1.6, Sec. 238) | <p>The board shall fix the rate or rates at which water shall be sold pursuant to Chapter 2 (commencing with Section 130) of Part 4 which, with reasonable allowances for contingencies and error in the estimates, shall be at least sufficient, together with any other revenues not derived from the levy of taxes, to provide revenues to pay the following amounts in the order set forth:</p> <ol style="list-style-type: none"> 1. The necessary expenditures for operating and maintaining the properties, works, and facilities of Metropolitan, and also for such charges as may be payable by Metropolitan under a contract with this state for water which are classified as operation, maintenance, power, and replacement charges. 2. The principal and interest of the revenue bonds as the same become due and payable, including any sinking fund payments for term bonds, if any. 3. The deposits into any reserve funds that may be established to secure the revenue bonds. 4. Any other obligations which are liens or encumbrances upon the water revenues. | Revenue and Budget Manager | <u>06/30/2022</u> | <u>A.V.</u> |

MWD ACT

| Item | Action | Responsible | Completion Date | Initials |
|---|--|-------------|-------------------|--|
| PART 6 – TAXES | | | | |
| Chapter 1 – General Procedure | | | | |
| Tax Levies - Determination of Rates (Pt. 6, Chap. 1, Art. 2, Sec. 307) | On or before the 20th day of August*, the board shall, by resolution, determine the amount of money necessary to be raised by taxation during the fiscal year beginning the first day of July next preceding for all Metropolitan purposes and shall fix rates of taxation designating the number of cents, upon each one hundred dollars (\$100) assessed valuation of property taxable by Metropolitan in each county and shall levy a tax accordingly. | Controller | <u>06/30/2022</u> | <u></u> |
| Tax Levies – Bond Service (Pt. 6, Chap. 1, Art. 2, Sec. 308) | If Metropolitan income will be inadequate to pay interest and principal (including any sinking fund) of any G.O. bonds, the Board shall at the time of fixing the tax levy, levy a tax sufficient to pay annual interest and such principal that becomes due before money from the next general tax levy becomes available. These taxes shall be used to pay only this principal and interest, except that it may be used to pay principal and interest on any voter-authorized bonds then outstanding or yet to be issued if the tax was originally levied to pay for authorized but unsold bonds which then remain unsold. Taxes shall also be levied to meet the requirement of any resolution adopted according to Section 287, Tax Levy for Notes. (See above.) | Controller | <u>06/30/2022</u> | <u></u> |

MWD ACT

| Item | Action | Responsible | Completion Date | Initials |
|--|---|--------------------|------------------------|--|
| Statement of Tax Rates (Pt. 6, Chap. 1, Art. 2, Sec. 310) | Before the first day of September* the Controller of Metropolitan shall prepare and transmit to the auditor of each county in which property taxable by Metropolitan lies, a statement showing the tax rates to be applied to property taxable by Metropolitan. Such rates shall be the rates fixed by resolution of the board modified to the extent necessary to produce from each declaring public agency only the amount apportioned to it in such resolution, less any amount paid or undertaken to be paid by such agency, or credited thereto as provided in Chapter 2 (commencing with Section 331) of this part. | Controller | <u>06/30/2022</u> | <u></u> |

*FN- Dates are directory only, and any failure to perform specified acts by the time specified shall not impair the authority conferred in the Act.
(Pt. 6, Chap. 1, Art. 1, Sec. 320).







ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|--|----------------------------|-------------------|-------------|
| Administrative Code | | | | |
| Division IV – Water Service Policies | | | | |
| Chapter 3 – Water Sales Revenues | | | | |
| Cost of Service and Revenue Requirement (§ 4301)(a) | The District shall fix rates for water such that anticipated water sales, revenues, together with anticipated revenues from any water standby or availability of service charge (such as the readiness-to-serve charge or capacity charge) or assessment, ad valorem tax revenues and other revenues pay the expenses of the District, provide for repairs and maintenance, provide for payment of the purchase price or other charges for property or services or other rights acquired by the District, and provide for the payment of the interest and principal of the District's outstanding bonded debt. Subject to the foregoing, such rates and charges shall reflect the costs of the district's major service functions, including water supply, conveyance, power, storage, distribution and treatment, to the greatest degree practicable. | Revenue and Budget Manager | <u>06/30/2022</u> | <u>A.V.</u> |
| Formula for Allocation of Water Revenues (§ 4301)(b) | Notwithstanding the provisions in subsection (a) above, amounts raised by ad valorem property taxation complied with the limitations established by section 124.5 of the Act. | Office of the CFO | <u>06/30/2022</u> | <u>KK</u> |

ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|--|-------------|-------------------|-----------|
| Division V – Financial Matters | | | | |
| Chapter 1 – Administrative Matters | | | | |
| Investment of Surplus Funds (§ 5101) | The Board shall delegate to the Treasurer annually the authority to invest or to reinvest Funds of Metropolitan. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | | Legal | <u>06/30/2022</u> | <u>JR</u> |
| Reporting Requirements of the Treasurer (§ 5114) | The Treasurer shall not later than the June Board meeting submit Statement of Investment Policy to the Board for the following year. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | | Legal | <u>06/30/2022</u> | <u>JR</u> |
| Chapter 2 – Financial Policies | | | | |
| <u>Funds Established (§ 5201)</u> | | | | |
| General Obligation Bond Interest and Principal Funds and the Waterworks General Obligation Refunding Bonds Interest and Principal Funds (§ 5201(a)) | Cash and securities in each fund as of June 30 shall equal debt service for the next 18 months, less anticipated revenue from tax levy specifically for this debt service. | Controller | <u>06/30/2022</u> | <u>BH</u> |
| Water Revenue Bonds Interest and Principal Funds, the Water Revenue Bonds Reserve Funds, the Water Revenue Refunding Bonds Interest and Principal Funds and the Water Revenue Refunding Reserve Bonds (§ 5201(b)) | Cash and securities shall at least equal the minimums required by the respective resolutions of issuance for these bonds. | Controller | <u>06/30/2022</u> | <u>BH</u> |
| For the Subordinate Bonds Interest and Principal Funds, the Subordinate Water Revenue Bonds Reserve Funds, the Subordinate Water Revenue Refunding | Cash and securities shall at least equal the minimums required by the respective resolutions of issuance for these bonds. | Controller | <u>06/30/2022</u> | <u>BH</u> |



ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|--|-------------|-------------------|--|
| Bonds Interest and Principal Funds and the Subordinate Water Revenue Refunding Reserve Funds (§ 5201(c)) | | | | |
| Bond Construction Funds (§ 5201(d)) | No minimum requirement; provided that any cash and securities in such funds shall be restricted to use for the purposes such finances were required. | Controller | <u>06/30/2022</u> | <u></u> |
| State Contract Fund (§ 5201(e)) | Cash and securities on hand June 30 and December 31 shall equal the capital payments to the DWR that are due on July 1, of the same year and January 1 of the following year. | Controller | <u>06/30/2022</u> | <u></u> |
| Special Tax Fund (§ 5201(f)) | No minimum requirement. | Controller | <u>06/30/2022</u> | <u></u> |
| Operation and Maintenance Fund (§ 5201(g)) | Cash and securities shall at least equal the minimum required by the respective resolutions of issuance for revenue bonds (i.e., amount sufficient to pay estimated O&M Expenditures during current and next succeeding calendar month). | Controller | <u>06/30/2022</u> | <u></u> |
| Revolving Construction Fund (§ 5201(h)) | No minimum requirement. However, cash and securities in this fund shall be available for transfer to the Water Rate Stabilization Fund and the Water Treatment Surcharge Stabilization Fund at the discretion of the Board. | Controller | <u>06/30/2022</u> | <u></u> |
| Commercial Paper Series A and B, Note Payment Funds (§ 5201(i)) | Deposits to these funds shall be in an amount sufficient to pay principal of and interest on the Commercial Paper Notes in an amount at least | Controller | <u>06/30/2022</u> | <u></u> |



ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|---|--------------------|------------------------|------------------|
| | equal to one-half of the projected interest payments due on such notes in the subsequent fiscal year. | | | |
| Water Standby Charge Fund (§ 5201(j)) | There shall be no minimum requirement; provided that any cash and securities in such fund shall be restricted to use for the purposes such monies were authorized. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Excess Earnings Funds (§ 5201(k)) | The minimum requirement for all Excess Earnings Funds shall be the amounts deposited into the funds in accordance with the provisions of the Tax and Nonarbitrage Certificates and Resolutions for the Bonds. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Iron Mountain Landfill Closure/Postclosure Maintenance Fund (§ 5201(m)) | Cash and securities as of June 30, shall be at least equal to the CEO's latest estimates of closure and postclosure maintenance costs. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Optional Redemption Funds (§ 5201(n)) | The minimum requirement shall be the amount necessary to redeem such untendered, refunded bonds which have been called for redemption. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Water Transfer Fund (§ 5201(o)) | All amounts budgeted or pledged for purchase of water through transfers or similar arrangements and for the costs of filling the Diamond Valley Lake Project, shall be set aside in such fund and used solely for such purpose. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |

ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|---|---|----------------------------|-------------------|---|
| <u>Fund Parameters (§ 5202)</u> | | | | |
| Revenue Remainder Fund (§ 5202(a)) | The minimum cash and securities held in the Water Revenue Remainder Fund as of June 30 shall be equal to a portion of fixed costs estimated to be recovered by water sales revenues for the eighteen months beginning with the immediately succeeding July. | Revenue and Budget Manager | <u>06/30/2022</u> | <u>A.V.</u> |
| Replacement and Refurbishment Fund (§ 5202(b)) | The end-of-year fund balance may not exceed \$160 million. Available monies in excess of \$160 million at June 30 shall be transferred to the Water Rate Stabilization Fund, unless otherwise determined by the Board. (Amounts increased from \$95 million pursuant to Board adoption of Board Letter 8-1, on April 8, 2014) | Controller | <u>06/30/2022</u> | <u></u> |
| Water Rate Stabilization Fund (§ 5202(c and e)) | Remaining amounts in the Revenue Remainder Fund and the Replacement and Refurbishment Fund, collectively, on June 30, after meeting requirements in Sections 5202(a) and (b), shall be transferred to the Water Rate Stabilization Fund, and to the extent required under Section 5202(d), to the Water Treatment Surcharge Stabilization Fund. | Controller | <u>06/30/2022</u> | <u></u> |

ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|---|------------------------------|-------------------|--|
| | The amount held shall be targeted to be equal to the portion of fixed costs estimated to be recovered by water sales during the two years immediately following the eighteen month period in Section 5202(a). Funds in excess of targeted amount shall be utilized for capital expenditures in lieu of the issuance of additional debt, or for the redemption, defeasance or purchase of outstanding bonds or commercial paper, as determined by the Board. Provided that the fixed charge coverage ratio is at or above 1.2, amounts ratio in the Water Rate Stabilization Fund may be used for any lawful purpose as determined by the Board. | Revenue and Budget Manager | <u>06/30/2022</u> | <u>A.V.</u> |
| Water Treatment Surcharge Stabilization Fund (§ 5202(d)) | After transferring funds as specified in Section 5202(c), that portion of those funds, if any, attributable to collection of treatment surcharge revenue in excess of treatment costs shall be transferred to the Water Treatment Surcharge Stabilization Fund. If a deficiency in treatment surcharge revenue exists, a transfer of funds will be made from this fund to reimburse funds used for the deficiency. | Controller | <u>06/30/2022</u> | <u></u> |
| Indirect Credit of Metropolitan (§ 5203) | The GM may negotiate with DWR on the basis of using the indirect credit of Metropolitan to finance State Revenue Bonds so long as Metropolitan's obligation does not exceed its required obligation under the State contract. | GM (by Office of the CFO) | <u>06/30/2022</u> | <u></u> |

ADMINISTRATIVE CODE

| Item | Action | Responsible | Completion Date | Initials |
|--|--|------------------------------|-------------------|-----------|
| Compliance with Fund Requirements and Bond Indenture Provisions (§ 5204) | As of June 30 of each year, the GM shall make a review to determine whether the minimum fund requirements outlined in Chapter 2 have been met and whether Metropolitan has complied with the provisions of the articles and covenants contained in the resolutions of issuance for all outstanding Metropolitan bond issues during the preceding fiscal year. The GM, after consulting with the General Counsel, shall report the results of his review, in writing, to the Board of Directors annually. | GM (by Office of the CFO) | <u>06/30/2022</u> | <u>KK</u> |

FUND REQUIREMENTS

| Item | Action | Responsible | Completion Date | Initials |
|--------------------------------|--|-------------|-------------------|-------------------|
| FUND REQUIREMENTS | | | | |
| Construction Funds | Metropolitan shall maintain certain funds and such funds shall be restricted to use for the purposes such finances were required.. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| Water Revenue Fund | Monies in these funds shall be used solely for the purposes authorized in Chapter 1.6 of Part 5 of the Metropolitan Water District Act. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| | All operating revenues shall be allocated to this fund and all transfers from it shall be as specified in Article V of Board Resolution 8329. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| Operation and Maintenance Fund | Transfer amounts sufficient for O&M Expenditures in current calendar month and succeeding calendar month from the Revenue Fund to the O&M Fund on or before first business day of each calendar month. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| Interest & Principal Funds | Transfer appropriate amounts from the Revenue Fund to the Interest & Principal Funds on or before first business day of each calendar month. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| | If the above transfer(s) are not sufficient, then the deficiency shall be transferred from the Reserve Fund. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |
| Water Rate Stabilization Fund | Excess monies on or before the first business day of any calendar month shall be transferred to the Revenue Remainder Fund. | Controller | <u>06/30/2022</u> | <u><i>BHx</i></u> |

FUND REQUIREMENTS

| Item | Action | Responsible | Completion Date | Initials |
|------------------------------------|--|-------------|-------------------|-------------------|
| | The amount held shall be targeted to be equal to the portion of fixed costs estimated to be recovered by water sales during the two years immediately following the eighteen month period in Section 5202(a). Funds in excess of targeted amount shall be utilized for capital expenditures in lieu of the issuance of additional debt, or for the redemption, defeasance or purchase of outstanding bonds or commercial paper, as determined by the Board. Provided that the fixed charge coverage ratio is at or above 1.2, amounts ratio Water Rate Stabilization Fund may be used for any lawful purpose as determined by the Board. | | | |
| Revolving Construction Fund | There is no minimum amount required for this fund. Construction expenditures made from this fund may be reimbursed with proceeds from security sales. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Commercial Paper Note Payment Fund | For the Commercial Paper Note Payment Fund, Metropolitan shall deposit amounts sufficient to pay principal of, and interest on, the Commercial Paper Notes and repayment of any Advances as the same become due. | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |
| Bond Service Fund , | Cash and securities are restricted to use solely for the purposes authorized in Chapter 1.6 of Part 5 of the MWD Act. And must be at least equal to the | Treasurer | <u>06/30/2022</u> | <u><i>K K</i></u> |
| | | Controller | <u>06/30/2022</u> | <u><i>BH</i></u> |

FUND REQUIREMENTS

| Item | Action | Responsible | Completion Date | Initials |
|----------------------------------|--|-------------|-------------------|-----------|
| | minimum required by Resolution #8329, Section 5.06 for payment of interest and principal. | | | |
| Water Revenue Bond Reserve Funds | Transfer from the Bond Proceeds or operating revenues the "minimum reserve requirement" as defined in the Supplemental Resolution established for each series of Revenue Bonds. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | | Controller | <u>06/30/2022</u> | <u>BH</u> |
| Investment of Proceeds, | Monies in any fund other than the Escrow Fund may be invested in any legally available obligation which matures or can be liquidated on or before the date on which monies are needed. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | Investments purchased with money from any fund shall be part of that fund as well as gains and losses related to those investments. For transferred funds, gains and losses shall be prorated for time spent in each respective fund. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | Cash and investments shall be available to meet payment or transfer from this fund as required by the Resolution of Issuance. | Controller | <u>06/30/2022</u> | <u>BH</u> |
| Warranty | An investment shall be valued at its cost for the purpose of determining the balance in any fund. Investments shall also be valued at market value. The Treasurer and each Fiscal Agent shall keep proper books of record and accounts for each transaction. | Controller | <u>06/30/2022</u> | <u>BH</u> |

FUND REQUIREMENTS

| Item | Action | Responsible | Completion Date | Initials |
|-------------|--|--------------------|----------------------------|-----------------|
| | Metropolitan shall preserve the security of the bonds and defend the rights of bondholders against all claims. | Legal | <u>06/30/2022</u> | <u>JR</u> |

USE OF PROCEEDS AND TAX LEVY

| Item | Action | Responsible | Completion Date | Initials |
|---|--|-------------|-------------------|------------------|
| USE OF PROCEEDS AND TAX LEVY | | | | |
| Tax Levy / Interest and Principal Fund G.O. Bonds | If revenues of Metropolitan are inadequate to pay principal/interest on the bonds, the Board shall, at the time of fixing the tax levy, levy a tax sufficient to pay all principal and interest due until sufficient funds shall be available from the next general tax levy. These monies shall be put in the Interest and Principal Fund and used solely to pay principal and interest on these bonds. | Controller | <u>06/30/2022</u> | <u><i>JK</i></u> |
| Payment of Serial and Term Bonds | If the defeasance method is used, (see Item "Escrow Fund"), principal shall be paid by transferring monies from the Interest & Principal Fund to the Retirement Fund. If the crossover method is used (see Item "Escrow Fund"), principal, if any, and interest shall be paid from the Escrow Fund until the refunding date. Afterward, the bonds shall be paid as in the first sentence of this item. | Treasurer | <u>06/30/2022</u> | <u><i>KK</i></u> |
| Tax Covenant | Metropolitan will comply with applicable requirements of the Internal Revenue Code of 1986, Sections 103, and 141 through 150. | Legal | <u>06/30/2022</u> | <u><i>JR</i></u> |
| | | Controller | <u>06/30/2022</u> | <u><i>JK</i></u> |
| Additional Tax Covenant | Bond proceeds shall not be invested so as to become an "arbitrage bond" under Section 103 and 148 of the Internal Revenue Code of 1986 and the regulations of the Treasury Department and or which would cause the Bonds to lose exemption from federal income taxation of interest | Legal | <u>06/30/2022</u> | <u><i>JR</i></u> |
| | | Controller | <u>06/30/2022</u> | <u><i>JK</i></u> |
| | | Treasurer | <u>06/30/2022</u> | <u><i>KK</i></u> |

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**GENERAL OBLIGATION BONDS
DISTRICT SECURITIES INVESTIGATION LAW OF 1965**

| Item | Action | Responsible | Completion Date | Initials |
|---|--|--------------------|----------------------------|------------------|
| General Obligation Bond Optional Redemption Fund | Sufficient amounts shall be maintained in the Optional Redemption Fund to retire untendered Bonds which were refunded. | Controller | <u>06/30/2022</u> | <u><i>JK</i></u> |
| | | Treasurer | <u>06/30/2022</u> | <u><i>KK</i></u> |

U.S. TREASURY REGULATIONS

| Item | Action | Responsible | Completion Date | Initials |
|--|---|-------------------------|--|-------------------------------|
| U.S. TREASURY REGULATIONS | | | | |
| Arbitrage Restrictions (Treasury Regulations, Section 1.148) | Arbitrage rebate calculations have been made for all outstanding Bond issues which are subject to rebate. | Controller Legal | <u>06/30/2022</u> <u>06/30/2022</u> | <u><i>JK</i></u> <u>JR</u> |

WATER REVENUE BONDS

| Item | Action | Responsible | Completion Date | Initials |
|------------------------------|---|-------------|-------------------|-----------|
| WATER REVENUE BONDS | | | | |
| Punctual Payment | Metropolitan must punctually pay the principal or redemption price and interest due in respect of all Bonds in strict conformity with the terms of such Bonds and their respective Resolutions. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | | Controller | <u>06/30/2022</u> | <u>BH</u> |
| Discharge Claims | Metropolitan covenants to fully preserve and protect the priority and security of the Bonds of Metropolitan by paying all lawful claims for labor, materials and supplies in connection with the Water System which, if unpaid, may become a lien or charge upon the Operating Revenues prior or superior to the lien of the Bonds and impair the security of the Bonds. Metropolitan shall also pay all taxes and assessments or other governmental charges lawfully levied or assessed on the Water System or any part of the Operating Revenues. | Controller | <u>06/30/2022</u> | <u>BH</u> |
| Against Sale, Eminent Domain | Metropolitan covenants that the Water System shall not be mortgaged or otherwise encumbered, sold, leased, pledged, any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition be so arranged as to provide for a continuance of payments into the Water Revenue Fund sufficient in amount to permit payment therefrom of the principal and Accreted Value of and interest on and the premiums, if any, due upon the call and redemption thereof, of the Bonds and any Parity Obligations, and also to provide for such | Controller | <u>06/30/2022</u> | <u>BH</u> |

WATER REVENUE BONDS

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|---|---|--------------------|----------------------------|-----------------|
| Against Sale, Eminent Domain (continued) | <p>payments into any reserve fund or account as are required under the terms of the Resolution or any Supplemental Resolutions or any Parity Obligations documents.</p> <p>The Operating Revenues shall not be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed of or used, nor shall any charge be placed thereon, except as authorized by the terms of the Resolution or any Supplemental Resolutions. Metropolitan further covenants that it will not enter into any agreement which impairs the operation of the Water System or any part of it necessary to secure adequate Net Operating Revenues to pay the principal and Accreted Value of and interest on the Bonds or any Parity Obligations or which otherwise would impair the rights of the Owners with respect to the Operating Revenues or the operation of the Water System. If any part of the Water System is sold and such sale shall adversely affect the adequacy of Net Operating Revenues to pay principal and Accreted Value of and interest on the Bonds or any Parity Obligations, the payment therefor shall, at the option of the Board, either be used for the acquisition, construction and financing of additions to and extension and improvements of the Water System or shall be used to pay or call and redeem Outstanding Bonds in the manner provided in the Resolution or any Supplemental Resolutions.</p> | | | |


WATER REVENUE BONDS

| Item | Action | Responsible | Completion Date | Initials |
|---|--|--------------|--------------------|------------|
| Against Sale, Eminent Domain (continued) | Metropolitan covenants that any amounts received as awards as a result of the taking of all or any part of the Water System by the lawful exercise of eminent domain or sale under threat thereof which shall adversely affect the adequacy of Net Operating Revenues to pay principal and Accreted Value of and interest on the Bonds or any Parity Obligations shall either be used for the acquisition and/or construction of improvements and extensions of the Water System or shall be placed in the Bond Service Fund or the Redemption Fund and shall be used to pay or call and redeem Outstanding Bonds in the manner provided in the Resolution. | | | |
| Insurance | Metropolitan covenants that it shall at all times maintain with responsible insurers, or through a program of self-insurance (or a combination thereof) all such insurance on the Water System as is customarily maintained with respect to works and properties against accident to, loss of or damage to such works or properties. If any useful part of the Water System shall be damaged or destroyed, such part shall be restored to use. The money collected from insurance against damage to or destruction of the Water System shall be used for repairing or rebuilding the damaged or destroyed Water System, and to the extent not so applied, shall be applied to the retirement of any Outstanding Bonds. | Risk Manager | <u>06/30/2022</u> | <u>DSB</u> |

WATER REVENUE BONDS

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| | Metropolitan shall also (by self-insuring or by maintenance with responsible insurers, or by a combination thereof) provide for workers' compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect Metropolitan and the Owners. | | | |
| Records and Accounts | Metropolitan shall keep proper books of records and accounts of the Water System separate from all other records and accounts in which complete and correct entries shall be made of all transactions relating to the Water System. Such books shall at all times be subject to the inspection of the Owners of not less than 10 percent of the Outstanding Bonds and any Parity Obligations, or their representatives authorized in writing. | Controller | <u>06/30/2022</u> | <u><i>BY</i></u> |
| | Metropolitan shall cause the books and accounts of the Water System to be audited annually by an independent certified public accountant or firm of certified public accountants, and will make available for inspection by the Owners at the principal office of Metropolitan, and at the office of each Fiscal Agent, a copy of the report of such accountant or accountants. | Auditor | <u>06/30/2022</u> | <u><i>G.F.</i></u> |
| Operating in an Efficient and Economical Manner | Metropolitan covenants and agrees to conduct the operations of the Water System in an efficient and economical manner and to maintain and preserve | Operations | <u>06/30/2022</u> | <u><i>BY</i></u> |

WATER REVENUE BONDS

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|----------------|---|-------------|--------------------|---|
| Rate Covenants | <p>the Water System in good repair and working order.</p> <p>Metropolitan covenants in the Master Resolution that it will prescribe, revise, and collect rates and charges for the services, facilities, availability and water of the Water System which, after making allowances for contingencies and error in the estimates, will provide Operating Revenues, together with any Additional Revenues (defined in the Master Resolution to include interest, profits and other income received from the investment of any monies of Metropolitan and other revenues of Metropolitan (other than Operating Revenues) to the extent available to pay debt service on the Bonds), at least sufficient to pay the following amounts in the order set forth:</p> <ol style="list-style-type: none"> 1. Operation and Maintenance Expenditures; 2. Principal of, premium, if any, and interest on the Prior Lien Bonds and any required deposits into any reserve funds or accounts for the Prior Lien Bonds; 3. Interest on and Bond Obligation (that is, the principal amount of any Current Interest Bond and the Accreted Value of any Capital Appreciation Bond, including Mandatory Sinking Account Payment) of the Outstanding Bonds and any Parity | Controller | <u>06/30/2022</u> |  |

WATER REVENUE BONDS

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| Rate Covenants (continued) | Obligations as the same become due and payable; | | | |
| | 4. All other payments required for compliance with the Master Resolution or any Supplemental Resolutions (including any required deposit to any reserve fund or account for any Series of Bonds); and | | | |
| | 5. All other payments required to meet any other obligations of Metropolitan which are charges, liens or encumbrances upon or payable from Net Operating Revenues. | | | |
| Additional Indebtedness | Metropolitan covenants in the Master Resolution that no additional indebtedness evidenced by revenue bonds, revenue notes or any other evidences of indebtedness payable out of its Operating Revenues shall be issued pursuant to the Act or any other law of the State of California having any priority in payment of principal, premium (if any) or interest over the Bonds. | Legal | <u>06/30/2022</u> | <u>JR</u> |
| | Metropolitan covenants in the Master Resolution that, except for refunding bonds or Parity Obligations to pay or discharge outstanding Prior Lien Bonds, Bonds or Parity Obligations, and which do not result in any increase in the average annual debt service on all Prior Lien Bonds, Bonds or Parity Obligations to be Outstanding, no additional Bonds or Parity Obligations shall be created or incurred unless: | Controller | <u>06/30/2022</u> | <u>BH</u> |

WATER REVENUE BONDS

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| Additional Indebtedness (continued) | <p>FIRST: Metropolitan is not in default under the terms of the Master Resolution.</p> <p>SECOND: Either (1) the Net Operating Revenues of Metropolitan for the latest fiscal year or for any 12 consecutive months within the last completed 24 month period ended not more than one month before the issuance of additional Bonds or Parity Obligations, or (2) the estimated Net Operating Revenues for the first completed fiscal year when improvements to the Water System financed by the proceeds of the additional Bonds or Parity Obligations would be in operation, shall have amounted to not less than the sum of (i) 120 percent of the Maximum Annual Debt Service in any Fiscal Year thereafter on all Bonds and Parity Obligations to be Outstanding immediately subsequent to the issuing or incurring of such additional Bonds or Parity Obligations plus (ii) 100 percent of the maximum annual debt service in any Fiscal Year thereafter on all Prior Lien Bonds to be Outstanding immediately subsequent to the issuing or incurring of such additional Bonds or Parity Obligations, as certified by the Board or a Metropolitan officer authorized by the Board to so certify. In making this calculation, Metropolitan may take into consideration any changes in water rates or charges which shall have been approved by the Board prior to the</p> | | | |

WATER REVENUE BONDS

| Item | Action | Responsible | Completion Date | Initials |
|--|--|--------------------|------------------------|-----------------|
| Additional Indebtedness (continued) | creation of such additional Bonds or Parity Obligations, any increase in Net Operating Revenues which may arise from additions or improvements to the Water System to be made or acquired with the proceeds of such additional Bonds or Parity Obligations or using the proceeds of bonds previously issued, Additional Revenues and certain other funds specified in the Master Resolution. | | | |
| | THIRD: The amount in any reserve fund or account established for any Bonds or Parity Obligations will not be less than an amount required on the date of delivery of and payment of such additional Bonds or Parity Obligations by supplemental resolution or other documents creating such fund. | | | |
| Reserve Funds | Pursuant to a Supplemental Resolution, Metropolitan may establish a reserve fund or account for a series of Bonds to be maintained in such amount as may be set forth in such Supplemental Resolution. | Legal | <u>06/30/2022</u> | <u>JR</u> |
| Flow of Funds | Metropolitan shall allocate all Operating Revenues to the Water Revenue Fund and shall effect transfers from the Water Revenue Fund to the following special funds or accounts as soon as practicable in each month in the following order | Controller | <u>06/30/2022</u> | <u>BAC</u> |

WATER REVENUE BONDS

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|---------------------------|--|-------------|--------------------|----------|
| Flow of Funds (continued) | <p>of priority and amounts shall be withdrawn from said special accounts only for the following purposes:</p> <p><i>First</i>, to the Operation and Maintenance Fund, amounts sufficient for the payment of the estimated Operation and Maintenance Expenditures during the current calendar month and the succeeding calendar month.</p> <p><i>Second</i>, Metropolitan shall make any required transfers for payment of the Prior Lien Bonds and the maintenance of any required reserve funds or accounts therefor.</p> <p><i>Third</i>, for deposit in the Bond Service Fund, at least (A) (i) an amount sufficient on a monthly pro rata basis to pay the aggregate amount of the interest which will become due and payable on the Bonds with a fixed rate of interest on the next interest payment date and (ii) 110 percent of the interest which the Treasurer estimates in his or her reasonable judgment will accrue during that month on the Bonds with a variable rate of interest,</p> <p><i>Fourth</i>, in the event that monies are withdrawn from the Reserve Fund (or any reserve account for other Bonds or Parity Obligations), to the Reserve Fund (or any reserve account for other Bonds or Parity Obligations), (i) one-sixth of any unreplenished prior withdrawal and (ii) the full amount of any deficiency due to a valuation of</p> | | | |

WATER REVENUE BONDS

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|---------------------------|---|-------------|--------------------|----------|
| Flow of Funds (continued) | <p>the Reserve Fund (or any reserve account for other Bonds or Parity Obligations) investments until the balance is at least equal to the amount required to restore the Reserve Fund unless the Interest Account contains at least the amount equal to the interest to become due and payable within the next six months and (B)(i) one-sixth of the semi-annual Bond Obligation becoming due and payable on the Outstanding Bonds within the next ensuing six months and (ii) one-twelfth of the yearly Bond Obligation becoming due and payable on the Outstanding serial Bonds or of the amount becoming due on term Bonds within the next twelve months, provided that if Metropolitan irrevocably determines by resolution that any principal payments on the Bonds of any series shall be refunded on or prior to their due dates or paid from amounts on deposit in a reserve fund maintained for Bonds of that series, no amounts need to be set aside toward such principal.</p> <p><i>Fifth</i>, to the Excess Earnings Fund (or any such fund or account for other Bonds or Parity Obligations), the amount, if any, required in accordance with Metropolitan's tax and nonarbitrage certificate delivered in connection with the issuance of the Bonds (or any other Bonds or Parity Obligations).</p> <p><i>Sixth</i>, for transfer for any required transfer or deposit for the payment of any obligation of</p> | | | |



WATER REVENUE BONDS

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| | Metropolitan with a lien on, or payable from, Net Operating Revenues junior to the Bonds. | | | |
| Investments of Monies in Funds and Accounts | All monies in any of the funds and accounts established pursuant to the Resolutions shall be invested solely in investments in which Metropolitan may legally invest sums subject to its control. Subject to the provisions of the First Supplemental Resolution, obligations purchased by the investment of monies in the various funds and accounts established pursuant to the Resolutions shall be deemed at all times to be a part of such funds and accounts and any income realized from investment of amounts on deposit in any fund or account therein shall be credited to such fund or account. The Treasurer shall sell or present for redemption any investments whenever it may be necessary to do so in order to provide monies to meet required payments or transfers from such funds and accounts. For the purpose of determining at any given time the balance in any such funds, any such investments constituting a part of such funds and accounts shall be valued at the then estimated or appraised market value of such investments. Amounts in the Construction Fund may be temporarily invested and the proceeds thereof and interest thereon shall be applied exclusively to the purposes set forth in the Resolutions. Investments credited to the 1991 Reserve Fund shall be valued as of | Treasurer | <u>06/30/2022</u> | <u>KK</u> |

WATER REVENUE BONDS

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| INVESTMENTS OR MONIES IN Funds and Accounts (Continued) | June 30 of each year (or the next preceding or succeeding business day, as determined by Metropolitan, if June 30 is not a business day) at their fair market value. | | | |
| Information | Metropolitan will deliver, or make available, to the Bank under each Standby Bond Purchase Agreement copies of its annual report, audited annual financial statements, quarterly unaudited financial report, quarterly no-default certificate (if applicable) and other documents as described in section 6.1 of the Standby Bond Purchase Agreement. | Controller | <u>06/30/2022</u> | <u><i>BRK</i></u> |
| Amendments Funds and Accounts (Continued) | The District will not amend, supplement, modify or waive any provisions of bond resolutions, the Paying Agent Agreement or any of the Related Documents, or consent to any of the foregoing, without the prior written consent of the Bank under the Standby Bond Purchase Agreement (if any); <i>provided, however</i> , the consent of the Bank will not be required for any amendment, supplement, modification or waiver of any of the foregoing documents which does not require the consent of the Owners unless such amendment, supplement, modification or waiver (a) affects the Bank's rights under such document or (b) affects any covenant of the District contained in Article VI of the Master Resolution. The District | Legal | <u>06/30/2022</u> | <u><i>JR</i></u> |

WATER REVENUE BONDS

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| Amendments (continued) | will give the Bank notice as promptly as practicable (but in no event less than ten (10) Business Days) of any proposed amendment, supplement, modification or waiver of any provision of the applicable bond resolution and of any meeting of the Board at which any of the foregoing will be discussed or considered. | | | |
| Taxes and Liabilities | The District will pay all the indebtedness and obligations of the Water System promptly and in accordance with its terms and pay and discharge, or cause to be paid and discharged, promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income, or upon any of its property, real, personal, or mixed, or upon any part thereof, before the same shall become in default, except for those matters which are being contested in good faith by appropriate action or proceedings or for which the District has established adequate reserves in accordance with accounting principles of the Government Accounting Standards Board applied on a consistent basis. | Controller | <u>06/30/2022</u> | <u></u> |
| | | Treasurer | <u>06/30/2022</u> | <u></u> |

WATER REVENUE BONDS

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| Paying Agent; Remarketing Agent | The District shall not substitute or replace the Paying Agent or the Remarketing Agent unless the District shall have received the prior written approval of the applicable Bank with respect to a successor or replacement for such Person, which approval shall not be unreasonably withheld. | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| Sale or Encumbrance of System | The District will not sell, dispose of or, except as permitted under the applicable Standby Bond Purchase Agreement, under the applicable Paying Agent Agreement or under the Resolutions, create any lien, security interest or other encumbrance on the Water System or on any of its Operating Revenues; <i>provided, however, that this provision shall not prevent the District from disposing of any portion of the Water System which is being replaced or is deemed by the District to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Net proceeds from any such disposition shall be used only for such purposes provided in the Resolutions. Any agreement pursuant to which the District contracts with a person, corporation, municipal corporation or political subdivision to operate the Water System or to lease and/or operate all or part of the Water System shall not be</i> | Controller | <u>06/30/2022</u> | <u>JK</u> |
| | | Legal | <u>06/30/2022</u> | <u>JR</u> |

WATER REVENUE BONDS

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considered as an encumbrance of the Water
System.

COMMERCIAL PAPER

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|-------------------------|--|----------------------------|-----------------|-------------|
| COMMERCIAL PAPER | | | | |
| Punctual Payment | Metropolitan will duly and punctually pay principal and interest on every Note, and payments into and transfers to the Commercial Paper Note Payment Fund will be made in strict conformity with the terms of the Notes and the commercial paper resolution. | Treasurer | <u>NA</u> | <u>KK</u> |
| | | Controller | <u>NA</u> | <u>BHX</u> |
| Records and Accounts | Metropolitan shall keep proper books of record and account, and cause its books and accounts to be audited annually by an independent CPA. | Controller | <u>NA</u> | <u>BHX</u> |
| | | Auditor | <u>NA</u> | <u>G.T.</u> |
| Rates | Metropolitan will prescribe, revise and collect such rates and charges for the services, facilities, availability and water of the Water System which shall provide Operating Revenues at least sufficient to pay: | Revenue and Budget Manager | <u>NA</u> | <u>A.V.</u> |
| | | | | |
| | 1. Operation and Maintenance Expenses; | | | |
| | 2. Principal, accreted value, interest and required deposits into reserve funds or accounts for the Prior Lien Obligations (including Prior Lien Bonds and Water Revenue Bonds); | | | |
| | 3. Principal of and interest on the Notes and amounts due to a Bank under the Liquidity Facility, when due; | | | |
| | 4. Any other obligations payable from Net Operating Revenues, expressly including amounts under the State Water Contract which | | | |

COMMERCIAL PAPER

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| | do not constitute Operation and Maintenance Expenses. | | | SS |
| No Maturity to Exceed Term of Liquidity Facility | Metropolitan shall not issue any Commercial Paper Note with a maturity date after the scheduled expiration date of a Liquidity Facility, without prior confirmation from the Rating Agencies that such action shall not adversely affect the rating on the Notes. | Debt Management | <u>NA</u> | _____ |
| Tax Exemption | Metropolitan will comply with applicable requirements of Section 103 and Sections 141 through 150 of the IRC and covenants in the Tax and Nonarbitrage Certificate. | Legal | <u>NA</u> | <u>JR</u> |
| Information | Metropolitan will deliver to the Bank copies of its annual report, audited annual financial statements, quarterly unaudited financial reports, quarterly Certificate of an Authorized Representative and other documents described in §5.01 of the Revolving Credit Agreement. | Debt Management | <u>NA</u> | SS _____ |
| No Amendments | Metropolitan will not amend the Commercial Paper Resolution or Related Documents without the prior written consent of the Bank. | Legal | <u>NA</u> | <u>JR</u> |
| Proceeds of Loans | Metropolitan will use the proceeds of Revolving Loans only to pay Series B Notes and the proceeds of Term Loans only to refinance Revolving Loans. Metropolitan will not use the proceeds of any Loan to pay any Series A Note or for any other unauthorized purpose. | Treasurer | <u>NA</u> | <u>KK</u> |
| | | Controller | <u>NA</u> | <u>JK</u> |

COMMERCIAL PAPER

| Item | Action | Responsible | Completion Date | Initials |
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| Investments | Metropolitan shall not borrow money solely for the purpose of investment in an amount at any time greater than 20% of its unleveraged investment portfolio; maintain any of its portfolio in a pool of investments managed by another person whose investment practices would result in indirect violation of the above covenant; or invest in any derivative or investment with a derivative embedded in it, except to the extent all such investments do not exceed 20% of its unleveraged investment portfolio. | Treasurer | <u>NA</u> | <u>KK</u> |
| Issuing and Paying Agent and Dealers | Metropolitan shall not substitute or replace the Issuing and Paying Agent or any Dealer without the prior written approval of the Bank as to the successor or replacement. | Legal | <u>NA</u> | <u>JR</u> |

SHORT-TERM CERTIFICATES

| Item | Action | Responsible | Completion Date | Initials |
|---|---|-------------|-------------------|-----------|
| SHORT-TERM CERTIFICATES | | | | |
| Establishment and Application of Funds and Accounts | The District shall establish, and the Treasurer of the District shall maintain, such funds and/or accounts with respect to the Certificates, Credit Facilities and Trust Agreements as may be required pursuant to the terms of such Certificates, Credit Facilities and Trust Agreements | Treasurer | <u>06/30/2022</u> | <u>KK</u> |
| | | Controller | <u>06/30/2022</u> | <u>BK</u> |