

**MUNICIPAL WATER DISTRICT
OF
ORANGE COUNTY**

**REQUEST FOR PROPOSALS
TO PROVIDE**

BASE SCHEDULER CALCULATOR

RFP No. 8115-2015

March 31, 2015

Questions for clarification are due by: **April 15, 2015**

Proposals will be received until **April 30, 2015**

The Municipal Water District of Orange County
18700 Ward Street, Fountain Valley, CA 92708

P.O. Box 20895, Fountain Valley, CA. 92728

or by e-mail to: mbaum-haley@mwdoc.com

(subject line must read: RFP 8115-2015)

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Section 1: Information for Respondents

Municipal Water District of Orange County

The Municipal Water District of Orange County (MWDOC) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911. MWDOC'S mission is to provide reliable, high-quality water supplies from MWDOC Water District of Southern California (MWD) and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for all of Orange County. MWDOC provides wholesale water service to 29 retail member agencies. The population served is approximately 2 million consumers in a 600 square mile area. Its efforts are focused on sound planning and appropriate investment in water supply reliability, regional delivery infrastructure and emergency preparedness.

MWDOC is a member of the Metropolitan Water District of Southern California (MWD), which supplies imported water to six Southern California counties. Today, MWDOC is MWD'S third largest member agency, providing and managing the imported water supplies used in Orange County.

The Municipal Water District of Orange County, headquartered in Fountain Valley, is governed by a seven-member elected Board of Directors, each Board member representing a specific division of the County.

MWDOC is a recognized leader in its water use efficiency programs. Through an innovative, multi-agency approach, MWDOC has formed partnerships with local, regional, state and federal agencies to create award-winning multi-benefit water use efficiency programs that target all water users – residential/commercial property owners, businesses and industrial customers.

Residential water use surveys, the ultra-low-flush toilet rebate program, the landscape certification program and the smart irrigation timer (outdoor irrigation system) rebate programs are just some of MWDOC's ongoing efforts to help maximize the efficient use of water. These programs are saving more than 12.8 billion gallons of water each year - water that can be used to meet increasing demands without developing new supplies.

Description of Requested Services

MWDOC is seeking an established Webpage/Software Developer (Consultant) with a preferred, but not necessary, landscape irrigation background to develop, implement, troubleshoot, and launch a web-based online interface Calculator Tool (Tool) designed for the public to interact with in a graphic-based simple and straight forward fashion. The purpose of the Tool is for the user to develop a customized irrigation schedule that they can input into their existing conventional irrigation timer as either a max summer schedule (base schedule) or a month-by-month schedule. MWDOC will provide the Consultant with the watering schedule development algorithm.

The Calculator Tool, which is a stand-alone application, will be used to complement the California Sprinkler Adjustment Notification System (CSANS) service. The MWDOC developed CSANS service is already functioning and can be found at www.CSANS.net. The CSANS website functions as a central location for property owners with conventional automated irrigation timers to sign up for percent adjust notifications along with landscape specific and drought related messaging. These subscribers receive weekly or monthly email notifications with a percent adjust value to input into their irrigation timer. After inputting, the percent adjust number will either increase or decrease the base schedule according to the seasonally appropriate watering needs of the current week or month.

In addition to the overall development of the Calculator Tool website, included in the Consultant's scope is to develop a widget for the Calculator Tool to be placed on the MWDOC water use efficiency program's website. The widget should entice participation by the user similarly to that of the CSANS widget. MWDOC currently has the CSANS website on its water use efficiency program's website at www.ocwatersmart.com. The Calculator tool will require a thumbnail image and engaging text to be included as the introductory CSANS messaging and one of the ongoing messages.

Consultant will also have the ability to develop, produce, and post two project related videos. The first video (30 seconds in length) will be a promotional PSA that will highlight the benefits of the Tool; encourage the user to engage with both CSANS and the developed Calculator Tool. The second video will be instructional in nature and be 3 to 5 minutes in length. This second video will have the ability to be hosted on any established website and will walk users through the steps of creating their own irrigation base schedule. The main objective is to help simplify the gathering of landscape data in order to fill out a Consultant developed paper worksheet to be used for inputting into the Calculator Tool.

Business Outreach

1. MWDOC is committed to creating an environment which affords all individuals and businesses open access to the business opportunities available within the regional service area in a manner that reflects the diversity of its service area.
2. It is MWDOC'S policy to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by MWDOC by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises.

Request for Clarification

Firms requesting clarification pertaining to this RFP must submit all requests by **April 15, 2015** to *Melissa Baum-Haley*, at mbaum-haley@mwdoc.com. Request for clarification through email must include the following subject line: **RFP 8115-2015 Request for Clarification**. Only email submittals may be addressed by MWDOC. Voicemail requests for clarification will not receive a follow-up response. MWDOC reserves the right to exercise its option to answer questions related to this RFP.

Confidentiality

1. MWDOC is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
2. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including "trade secrets" under Evidence Code § 1060. Such supplemental information shall not be material to the required submittal information and MWDOC shall be under no obligation to consider such supplemental information in its evaluation.
3. If submitting confidential, supplemental information, such information shall be submitted on a different color paper than, and bound separate from, the rest of the submittal, and shall be clearly marked "Confidential." Upon completion of its evaluation, MWDOC will destroy any confidential, supplemental information.

Award of Contract

After a Respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by MWDOC.

Sample Agreement

Attachment 1 is a copy of MWDOC's sample agreement. Before submitting your proposal, you are requested to carefully review all of the provisions set forth in the sample agreement. MWDOC reserves the right to modify, add or delete any of the provisions of the agreement prior to issuance of an agreement. Insurance requirements for this RFP are listed in the sample agreement.

Section 2: Scope of Services

Professional Services Requested

Consultant deliverables associated with this RFP include the following:

1. A ready to use simple-straight forward graphic user-interface style Calculator Tool to create base irrigation schedules for the user. The delivered Calculator Tool will be a stand-alone online application capable of being hosted and linked from the MWDOC water use efficiency program's website (www.ocwatersmart.com) and the CSANS website (www.csans.net) and will become the property of MWDOC.
 - a. The calculator tool must have the capability to print and email the output "site map" and schedule.
 - b. Administrative reporting capability; record of use by unique IP address (or similar).
2. Time spent with the host website programmer of the CSANS to properly link and trouble shoot any issues in order to launch the Calculator Tool.
3. An accompanying Worksheet for use by the user to gather data for inputting into the Calculator Tool. Worksheet will also be included as a printable document from the Calculator Tool website.
4. Two videos. One up to 30 seconds that will be used as a promotional piece to encourage the use of the Calculator Tool. The second, 3 to 5 minutes in length, will easily and in a straight forward manner instruct the user on the use of both CSANS and the irrigation schedule Calculator Tool.
5. A Calculator Tool instruction manual to provide instruction on the use of the Tool.

Calculator Tool Specifications

The purpose of the Tool is for the user to develop a customized irrigation schedule that they can input into their existing conventional irrigation timer as either a max summer schedule (base schedule) or a monthly schedule.

The Calculator Tool, which is a stand-alone application, will be used to complement the California Sprinkler Adjustment Notification System (CSANS) service. CSANS provides registered users email notifications with percent adjustment instructions for decreasing or increasing baseline irrigation schedules by changing the percent adjust feature on their irrigation controller. Through a separate marketing effort, users are encouraged to log onto www.CSANS.net and enter in their email address, plus indicate whether they would like to receive weekly or monthly percent adjust notifications. In order for the percent adjust feature to work properly, users must program into their irrigation controller base schedule settings within each programmable irrigation zone timed to accommodate the peak watering demand for their locale. This schedule is usually set for a summer months of July or August. Once the base schedule is programmed into the irrigation controller the user will apply the adjustment percentage specified in the CSANS program reminder emails.

The Calculator Tool will target residential and commercial sites with automatic irrigation systems, encouraging the reduction of water use by offering an irrigation scheduling Tool based upon site specific irrigation equipment application rates, landscape plants, and soil characteristics. The Calculator Tool will be designed to clearly and systematically walk the user through an information gathering process in a streamlined – easy to understand, graphic-based, step-by-step manner. The user will then take their newly developed custom irrigation schedule and program their existing conventional irrigation controller for a max summer schedule or month-by-month schedule.

The Calculator Tool will require the user to provide existing watering zone information from their irrigation controller and information about their landscape. This is called the “Information Gathering Step”, and the Calculator Tool, including the informational videos, will systematically walk the user in a streamlined and step-by-step manner to collect this site specific information. The Calculator Tool will encourage the user to print a Data Collection Worksheet (“Worksheet”), a PDF document, developed by the Consultant, which has instructions on how to conduct the Information Gathering activity. The Worksheet is meant to be taken with the user and used to capture notes for the required information.

The Calculator Tool and accompanying Worksheet will assist the user in gathering the following information:

- Irrigation equipment used for each of the controller’s watering zones
 - The Calculator Tool will be able to guide the user in identifying their individual irrigation system devices and their respective application rates.
- Site specific plant types
 - The Calculator Tool will need to instruct the user on how to determine plant types in their landscape, and the importance of grouping zones by plant watering needs.
- Soil type for the property
 - The Calculator Tool will have the functionality to both derive the property soil type automatically by using data from the websoilsurvey.nrcs.usda.gov website, and /or enter the soil type if known by the user directly into the Tool.
- Slope and Sun Exposure
 - As slope and sun exposure are two important inputs for determining a proper irrigation schedule, the Calculator Tool will assist the user in determining the correct inputs for this required data set.
 - Square foot area of the zone (optional). The tool will use the irrigated area to determine a water budget for the site.

The information should be collected for each watering zone and entered into the Tool graphically, designating each watering zone on a site map. The site map refers to a graphical placement of zones as rectangles on a landscape backdrop for purposes of developing the base schedule. Once all of the information is gathered and entered into the website system, the Calculator Tool will develop and display the user’s watering schedule within their web browser. An electronic copy of the watering schedule and site map will also be immediately emailed to the user. The user will also be asked to print a hardcopy of the base schedule and will use this base schedule to reprogram their irrigation timer according to the results.

Steps to Acquire the Base Schedule

1) Access the Calculator Tool

a. CSANS Approach

In this case the watering schedule should default to the summer peak option and the location information may be pre-populated from the CSANS subscription.

i. Signup

The potential user visits the CSANS website (www.CSANS.net), reads the promotional material, and decides to subscribe. They will be asked to input their email address and designate either weekly or monthly email notifications. This step is developed and is currently operating on the CSANS website.

ii. Confirm Subscription

The user receives an email asking to confirm his subscription. The user clicks the activation link, accepts the terms and conditions, and activates the account. This step is developed and currently operating on the CSANS website.

iii. Read First Adjustment Email

In this first email, the user will receive the first percent adjust notification and instructions to change the percent adjust feature on their irrigation timer. The user will also be strongly encouraged to setup their base schedule. Consultant to develop this second part of the email instructions to strongly encourage the user to click on the link on the CSANS website and begin the base schedule Calculator Tool data gathering process for eventual inputting into the users irrigation timer.

b. Stand-alone Approach

The potential user visits the MWDOC water use efficiency programs website. In this case the user will have the choice of the watering schedule being developed as a summer peak schedule or month-by-month schedule. The stand-alone approach can be accessed from either interaction with the Tool's widget or going to the Tool's home webpage.

2) Getting Started with the Calculator Tool Feature

The user clicks on a link from either, the CSANS "Where to Begin" email or by interacting with the widget and the Calculator Tool webpage from the MWDOC water use efficiency programs website. The Calculator Tool is a wizard that steps the user through the process that will result in the creation of a Base Irrigation Schedule. The first page explains the objectives of this process. The user reads this information and clicks the "Next" button. Consultant to develop this step.

3) Gathering Information for the Calculator Tool

This part of the Calculator Tool informs the user that in order to effectively apply CSANS sprinkler percent adjustments to their irrigation timer they must first gather site specific information, and initialize their irrigation timer with their Base Schedule. As previously outlined, the Calculator Tool wizard will assist the user with this "Information Gathering" process in an easy to understand, graphic user-interface based manner. Consultant to develop this step.

4) Developing the Watering Schedule

MWDOC will provide the Consultant with the watering schedule development algorithm. While some data will be entered information by the user, other parameters will need to be pulled from outside sources. Specifically, historic weather information from the Department of Water Resources

Spatial CIMIS data source (<http://www.cimis.water.ca.gov>) and the Natural Resources Conservation Service soil property information from (www.websoilsurvey.nrcs.usda.gov). Consultant to develop this step.

5) **Reprogramming their Irrigation Timer**

The output landscape and irrigation information site map and watering schedule will be able to be printed and will be emailed to the user. The Calculator Tool will also inform the user to the importance of reprogramming their irrigation timer to the newly developed base schedule. The Tool will guide the user in accomplishing this Step. Consultant to develop this step.

a. **Refinement**

The end-user should be prompted to refine their recommended schedule. Once the base schedule is calculated the minutes of run time per week should be compared to the previous schedule to see if it is more or less than the proposed base schedule. This is necessary because irrigation systems and planting zones present many variables that are difficult to capture with default values in the calculator tool. 0ok, 0

b. **Drought management optimization**

The tool should allow for an optional optimal, deficit and survival schedule as a drought management tool.

Section 2.1: Calculator Tool Requirements

Consultant Developed Functionality

- 1) The system will allow users to use the online Base Schedule Calculator Tool to produce a base (peak summer month) or a month-by-month irrigation schedule. Having the User's Base Schedule calculated as a link off of the CSANS website will retain continuity and means users have a single platform to manage their irrigation efficiency needs.
- 2) The Calculator Tool will guide the user step-by-step through the process. The process will be divided into the following steps:
 - a. Getting Started
 - b. Gather Info
 - c. Adding Zones
 - d. Site Map
 - i. A graphical placement of zones as rectangles on a landscape backdrop for purposes of developing the base schedule. This should have the capability of aligning with the locations of the actual zones around the property.
 - e. Base Schedule
 - i. The base schedule will be calculated using historic weather data from <http://www.cimis.water.ca.gov> and soil type information from both the www.websoilsurvey.nrcs.usda.gov.
- 3) The Calculator Tool will email the Base Schedule to the user.
- 4) The Calculator Tool will provide a downloadable and printable Information Gathering Worksheet in PDF format.
- 5) The existing CSANS adjustment emails to be reworked to ensure that any user that has not gone through the Base Schedule and fine-tuning process continue to receive notifications encouraging the completion of this process.

- 6) The existing CSANS User export must be reworked to include an indicator that identifies users that have completed the Base Schedule process.

Non-Functional

- 1) Source code will be version controlled on the host website server and will become the property of MWDOC.
- 2) System errors will be emailed to the system administrator for the current CSANS website after a 60 day trouble shooting period starting from when the Calculator Tool is fully functioning.
- 3) Web sessions will logout after 30 minutes.

Section 2.2: Web Videos

Web Videos are increasingly the vehicle of choice for organizations wishing to connect with their customers. Web videos are typically brief, easy to comprehend, less formal, and tend to put the viewer at ease. This medium engages the viewer through motion and sound; making subject matter come to life in ways traditional print cannot. The Consultant will produce two web videos, both to have the capability to be hosted on MWDOC's water use efficiency programs web page, the CSANS website, and the Calculator Tool's website:

- 1) **30 Second Promotional (PSA) Video**

A promotional PSA, 30 seconds in length which highlights the benefits of the project and encourages home owners to sign up for the CSANS project. The PSA video would be available for distribution to partner water agencies for use on their websites, water use efficiency conferences, in local broadcast media outlets, for online ads, etc.

- 2) **3 - 5 Minute Instructional Video**

An instructional video for use on both the CSANS and the CSANS Calculator Tool website that walks home owners through the steps of creating their irrigation Base Schedule. The main objective is to both promote the CSANS enrollment process and to help simplify filling out the paper Worksheet used to gather information necessary for Base Schedule calculation. This instructional video will be able to be

Instruction Manual

An instructional manual of sufficient length to provide details of the usage of the Calculator Tool. Manual to be placed on the website.

Section 3: Proposal Evaluation

General

The following criteria will be used for the evaluation and selection of Respondent and are required of each submittal. The order of the listed criteria is not indicative of their priority, weighting or importance. Respondent must follow the instructions outlined in Section 4 below. Those RFP 8115-2015 submittals that do not follow the outline as described herein will not be considered.

Approach

1. Narrative discussion of why Consultant is uniquely qualified to perform services described in the scope of work.

2. Narrative discussion of the approach to be used for the development of the Baseline Irrigation Schedule Calculator Tool Project. Approach should include:
 - a. Steps in building the Calculator Tool
 - b. Time line for completing the Calculator Tool project
 - c. Picture array of the potential look of the Tool
 - d. Storyboard and/or website map
 - e. Explanation of how the location specific information (weather and soil) will be pulled into the system as input for the algorithm

Experience

1. Respondent must identify the key authors of the submittal.
2. Submit resumes of key Respondents that describe qualifications, education, and previous experience to perform the services described in the scope of work.
3. Describe Respondents experience that shows a demonstrated knowledge in providing the services described in the scope of work. Final output of this demonstrated knowledge should be examples of actual similar websites for review under this evaluation.
4. References from two different sources that engaged consultant to perform similar services described in the scope of work within the last five years, particularly work performed for a public agency.

Cost Proposal

1. A cost proposal shall be submitted in a sealed envelope with the proposal. The cost proposal shall indicate costs for:
 - a. The overall project on a task/deliverable basis as defined in Section 2, with a final not to exceed cost, and
 - b. Hourly rate for each person who will be working on the deliverables.

Supplemental Information

1. Please provide supplemental information in as an appendix to serve as an example of the graphic aesthetic of the proposed Calculator Tool website and associated output (schedule and site map). This can include mock screenshots or examples from other webpages you have designed.

Evaluation Process

1. MWDOC will evaluate all responsive proposals and may select a Respondent based solely on their proposal or MWDOC may select a short listed group of Respondents to use in an interview session. The interview process may ask Respondent and key authors to present additional information or participate in a question and answer session to further clarify their proposal.
2. All short listed Respondents will be notified either in writing or by e-mail (when and where) to appear for an interview, if required.

Section 4: Proposal Instructions

General

Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the proposal. MWDOC reserves the right to reject any or all proposals or select the proposal most advantageous to MWDOC. MWDOC reserves the right to verify all information submitted in the proposal.

1. MWDOC reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.
2. Respondent may modify or amend its proposal only if MWDOC receives amendments prior to the deadline stated herein for receiving proposals.
3. If Respondent forms a joint venture, a copy of the joint venture agreement will be requested if Respondent is selected for award. **Do not** submit the joint venture agreement with the proposal.
4. A proposal may be considered non-responsive if conditional, incomplete, does not follow these instructions, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
5. MWDOC will not be responsible for submittals that are delinquent, lost, mismarked, and sent to an address other than that given herein, or sent by mail or courier service and not signed for by MWDOC.

Proposal Format

1. Proposals shall be limited to fifteen (15) pages maximum in length including a cover a letter. Proposals shall be clear, accurate, and comprehensive using the Calibri font size 11 for the main body of text. Pages must be numbered and use the titles below. Excessive or irrelevant materials will not be favorably received. Proposals shall include the following sections:
 - a. Proposal Transmittal Cover Letter
 - b. Executive Summary
 - c. Approach (narrative discussion)
 - d. Experience
 - e. References
2. Respondents shall include resumes of all key authors with the proposal which will not be counted within the 15 page maximum proposal limit.
3. A cost proposal shall be submitted in a sealed envelope with the proposal, including sufficient description to justify cost estimate. The cost proposal will not be counted within the 15 page limit.
4. Example or mock screenshots to be included as a supplemental information appendix. These graphic examples will not be counted within the 15 page limit.
5. Proposals shall be enclosed in a sealed package, Respondents name and address shall appear in the upper left-hand corner of the package.
6. Proposals will be received until 5:00 pm. on **April 30, 2015**. Proposals received after this time and date will be returned unopened.
7. Respondent shall submit two (2) printed copies along with a digital copy provided on a flash drive. Emailed proposals will not be accepted. Submission packages should be labeled **Attn: Melissa Baum-Haley, RFP No. 8115-2015** and delivered to the address listed below:

By mail:

Municipal Water District of Orange County
P.O. Box 20895
Fountain Valley, CA. 92728

In Person or by Courier:

Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA. 92708

Attachment 1: Example Agreement

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated _____, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, _____ hereinafter referred to as "**CONSULTANT**" for _____ hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I **PURPOSE AND SCOPE OF WORK**

A. Consulting Work.

DISTRICT hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

B. Independent Contractor.

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

¹ Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

II **TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

III **BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

A. Budgeted Amount for SERVICES

CONSULTANT is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. Fees

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

Notices shall be made as follows:

Municipal Water District of Orange County
Name: _____
Title: _____
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708

Company
Contact Name: _____
Title: _____
Address:
City, State, Zip:

D. Billing and Payment

CONSULTANT's fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. **Billing Records**

CONSULTANT shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

IV **DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

V **TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI **INSURANCE REQUIREMENTS**

CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

A. **Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

CONSULTANT and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT**. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

B. **Professional Liability Insurance**

CONSULTANT shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the

effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

C. Other Insurance

CONSULTANT will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

VII INDEMNIFICATION

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the work hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.

- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**.

CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

VIII **FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

IX **PERMITS AND LICENSES**

CONSULTANT shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

X **LABOR AND MATERIALS**

CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit “B”** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit “B”**.

XI **CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

A. Confidential Nature of Materials

CONSULTANT understands that all documents, records, reports, data, or other materials (collectively **“MATERIALS”**) provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

B. No Disclosure of Confidential Materials

CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT’s** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

C. Protections to Ensure Control Over Materials

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

XII **OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT’s** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

XIII EQUAL OPPORTUNITY

DISTRICT is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT** whom the **DISTRICT** knows or has reason to know are violating this policy. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

XIV INTEGRATION OF ALL OTHER AGREEMENTS

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XV ATTORNEYS' FEES

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

XVI JURISDICTION AND VENUE SELECTION

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

[For Agreements funded in whole or part by State grants, include the following provision XVI.]

XVII DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

By signing this Agreement, **CONSULTANT** hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of

1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a) (2), to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The **CONSULTANT's** policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:
 - i. Will receive a copy of the **CONSULTANT's** drug-free policy statement, and
 - ii. Will agree to abide by terms of the **CONSULTANT's** statement as a condition of employment.

- d. This Agreement may be subject to suspension of payments or termination, or both, and the CONSULTANT may be subject to debarment if the DISTRICT determines that:
 - i. CONSULTANT has made a false certification, or;
 - ii. CONSULTANT violates the certification by failing to carry out the requirements noted above.

IN WITNESS WHEREOF, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

APPROVED BY:

CONSULTANT ACCEPTANCE:

Date _____

Date _____

Internal Use Only:
Program No. _____
Line Item: _____

Robert Hunter, General Manager
Municipal Water District of Orange County
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708
(714) 963-3058

Name:
Address:
Phone:
Tax I.D. #

EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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§7100 PURPOSE

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

§7101 RESPONSIBILITIES OF BOARD MEMBERS

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome

of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar

year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

Motion - 7/21/93; Motion - 8/18/93;

§7106 USE OF CONFIDENTIAL INFORMATION

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

§7107 POLITICAL ACTIVITIES

Employees are free to endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC.

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the General Manager for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination. If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action.

Motion - 1/17/96;

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

During the first quarter of the year immediately following an election (every two years), the Board shall meet to review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct.

Please note If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

**SCOPE OF WORK, TERMS OF AGREEMENT
AND TERMS AND CONDITIONS FOR BILLING**

Company: Name: Address: Phone: Tax I.D. #

1. Term – Commencement (Insert Date) _____ Termination (Insert Date) _____
2. Fees/Rates to be billed - \$_____
4. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$_____. **CONSULTANT's** fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.
4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “) _____
5. Consultant Representative: _____