



Municipal Water District of Orange County
Quote for Translations Services
April 4, 2018

The Municipal Water District of Orange County (MWDOC) is requesting quotes for translation services of multiple documents and languages. The documents to be translated are water quality public notification templates. The information within each document needs to be translated accurately for both the content of the notice, but also for each statement's intention of conveying a critical public health notification. An initial meeting and possible follow-up meetings may be needed with the selected company and MWDOC as necessary to discuss the translations, any considerations for translating to certain languages and to modify the content to most appropriately fit the languages being translated to.

Additionally, the documents are intended to be templates for water utilities to be able to fill in necessary information specific to the event or their agency. So the translations will need to maintain or clearly provide direction in English for "Fill in Instructions" or "Select Options". For example, the notice may be providing critical information in Tagalong, but it will also have instructions throughout the document in English so the user knows where to fill in their agency name, phone number, or to understand which option matches what they need in the translated language. Areas that are instructions are in parenthesis and should stay in English, except where it is indicated that a translation is needed. Translations will be provided in an editable format.

The documents and statements to be translated are attached. A general summary of those are:

- Full Page Notifications for Boil Order, Cancellation of Boil Order, Do Not Drink, and Do Not Use (Attachments A-D)
- Excel Sheet includes shortened statements, options and add-ons for various events and agency needs. (Attachment E)

The documents will be translated to the standard language of:

- Korean
- Chinese
- Tagalong
- Vietnamese

Additional Languages may be requested if funds are available. Please provide a cost per additional language:

- Persian
- Arabic
- Japanese
- Hindi



Municipal Water District of Orange County
Water Emergency Response Organization of Orange County
Quote For Translation Services

Please include in your quote, the following:

- Company name, primary contact, and contact information
- Cost with breakdown for services, including cost per additional language
- Any exceptions on translations that your company can provide; **MUST** be able to do the 4 primary languages
- Two Professional References
- Please note if you have an exceptions to the MWDOC Standard Consultant Agreement, see Attachment F.
- Please provide a description of company experience in translating documents that are distributed to the public.

Additionally, during Disasters, emergency translation services may be needed by some of our agencies for additional services. If this is a service that your company could provide on a per needed basis, please also provide the following information:

- General information about as needed or on-call services; including whether that is written and/or spoken services.
- Timeline to deliver and provide services once contacted.
- Availability on a 24 hour daily basis, including holidays and weekends.
- Any limitations or variances of said services based on languages needed.
- Full list of languages provided for translation
- Contact information for such services; including after-hour contact info.

Please note that your company's ability or inability to provide this additional service does not impact the selection process for the current project. This is information for possible future needs in emergency situations.

Responses to this request for services are due no later than May 3, 2018. Responses can be sent by email or mail to the following contact:

Francisco Soto, WEROC Emergency Coordinator
18700 Ward St.
Fountain Valley, CA 92708
Email: fsoto@mwdoc.com
Phone: 714-593-5032



ATTACHMENT A: FULL PAGE BOIL ORDER NOTICE

[STATE TEMPLATE REVISION: 12/08/14]

Date/Time:

BOIL WATER NOTICE

BOIL YOUR WATER BEFORE USING

Failure to follow this advisory could result in stomach or intestinal illness.

Due to the recent event [see key word translations in spreadsheet – select one], the State Water Resources Control Board, Division of Drinking Water in conjunction with the Orange County Health Care Agency, and [Water Utility name] are advising residents of [City, Town, Utility] to use boiled tap water or bottled water for drinking and cooking purposes as a safety precaution.

DO NOT DRINK THE WATER WITHOUT BOILING IT FIRST. Bring all water to a boil, **let it boil for one (1) minute**, and let it cool before using, or use bottled water. Boiled or bottled water should be used for drinking and food preparation **until further notice**. This is the preferred method to assure that the water is safe to drink.

If you cannot boil your water, one of the following can be done instead:

- An alternative method of disinfection for residents that are not able to boil their water is to use fresh, unscented, liquid household bleach. To do so, add 8 drops (or 1/8 teaspoon) of bleach per gallon of clear water or 16 drops (or 1/4 teaspoon) per gallon of cloudy water, mix thoroughly, and allow it to stand for 30 minutes before using. A chlorine-like taste and odor will result from this disinfection procedure and is an indication that adequate disinfection has taken place.
- Water disinfection tablets may also be used by following the manufacturer's instructions.

(Optional Add In)

Potable water is available at the following locations: [List locations]

Please bring a clean water container (add Water Container Language as needed).

We will inform you when tests show that water is safe to drink and you no longer need to boil your water. We anticipate resolving the problem within [estimated time frame] hours.

For more information call:

Water Utility contact: [Name, title, phone & address of responsible utility representative].

State Water Resources Control Board – Drinking Water Field Operations Branch- District Office at [(XXX) XXX-XXXX].

Orange County Health Care Agency: [(XXX) XXX-XXXX].

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.



ATTACHMENT B: FULL PAGE CANCELLATION OF BOIL ORDER NOTICE

NAME OF UTILITY _____ **DATE/TIME** _____

CANCELLATION OF BOIL WATER NOTICE

On (date) you were notified of the need to boil/disinfect all tap water used for drinking and cooking purposes.

The (Water Utility Name) in conjunction with the State Water Resources Control Board, and/or Orange County Health Care Agency, has determined that, through removal of the health hazard and comprehensive testing of the water, your water is safe to drink. **It is no longer necessary to boil your tap water or for you to consume bottled water.**

For more information you can call:

(Utility Name) contact: _____
(Name, title and phone number of utility representative)

State Water Resources Control Board: _____

Orange County Health Care Agency: _____



ATTACHMENT C: FULL PAGE DO NOT DRINK YOUR WATER

Date/Time:

UNSAFE WATER ALERT

**[Utility Name] water is possibly contaminated
with [insert either (name of substance) or (an unknown substance- translation)]**

**DO NOT DRINK YOUR WATER
Failure to follow this advisory could result in illness.**

(Insert name of substance or translation of “An unknown substance”) has been identified in the drinking water supplied by the [Water Utility Name] due to a recent [see key word translations in spreadsheet- select one] at [see key word translations in spreadsheet- select one]. The State Water Resources Control Board, Orange County Health Care Agency, and [Water Utility name] are advising residents of [City, Town, Utility] to **NOT USE THE TAP WATER FOR DRINKING AND COOKING UNTIL FURTHER NOTICE.**

What should I do?

- **DO NOT DRINK YOUR TAP WATER---USE ONLY BOTTLED WATER.** Bottled water should be used for all drinking (including baby formula and juice), brushing teeth, washing dishes, making ice and food preparation **until further notice.**
- **DO NOT TRY AND TREAT THE WATER YOURSELF.** Boiling, freezing, filtering, adding chlorine or other disinfectants, or letting water stand will not make the water safe.

(Optional Add In)

- Potable water is available at the following locations: [List locations]
Please bring a clean water container (add Water Container Language as needed).

We will inform you when tests show that the water is safe again. We expect to resolve the problem within [estimated time frame].

For more information call:

Water Utility contact: [Name, title, phone & address of responsible utility representative].
State Water Resources Control Board at: [insert local district office, DE and phone number].
Local County Health Department: [insert phone number of local health department].

This notice is being sent to you by [insert water Utility name]. California Public Water System ID # [XXXXXXXX]. Date Distributed: [date/time].

Please share this information with all other people who receive this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand.



ATTACHMENT D: FULL PAGE DO NOT USE YOUR WATER

Date:

UNSAFE WATER ALERT

**[Utility Name] water is possibly contaminated
with [insert either (name of substance) or (an unknown substance- translation)]**

**DO NOT USE YOUR WATER
Failure to follow this advisory could result in illness.**

(Insert name of substance or translation of “An unknown substance”) has been identified in the drinking water supplied by the [Water Utility Name] due to a recent [see key word translations in spreadsheet- select one] at [see key word translations in spreadsheet- select one]. The State Water Resources Control Board, Orange County Health Care Agency, and [Water Utility name] are advising residents of [City, Town, Utility] to **NOT USE THE TAP WATER FOR DRINKING, COOKING, HAND WASHING, OR BATHING UNTIL FURTHER NOTICE.**

What should I do?

- **DO NOT USE YOUR TAP WATER---USE ONLY BOTTLED WATER.** Bottled water should be used for all drinking (including baby formula and juice), brushing teeth, washing dishes, making ice, food preparation and bathing **until further notice.**
- **DO NOT TRY AND TREAT THE WATER YOURSELF.** Boiling, freezing, filtering, adding chlorine or other disinfectants, or letting water stand will not make the water safe.

(Optional Add In)

- Potable water is available at the following locations: [List locations]
Please bring a clean water container (add Water Container Language as needed).

We will inform you when tests show that the water is safe again. We expect to resolve the problem within [estimated time frame].

For more information call:

Water Utility contact: [Name, title, phone & address of responsible utility representative].
State Water Resources Control Board at: [insert local district office, DE and phone number].
Local County Health Department: [insert phone number of local health department].

This notice is being sent to you by [insert water Utility name]. California Public Water System ID # [XXXXXXXX]. Date Distributed: [date].

Please share this information with all other people who receive this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand.



ATTACHMENT E: SHORT NOTIFICATIONS/STATEMENTS

Do NOT Translate Type of Notice Column, Headers or items in parenthesis.

Type of Notice	Language
<p>Water Trailer with Spigot Distribution</p>	<p>Due to the impact of this disaster on our ability to deliver water through our distribution system, the (Agency Name) will be providing clean drinking water at the following locations on the noted dates and times:</p> <ul style="list-style-type: none"> • (Location) • (Dates) • (Times) <p>Residents who cannot get to a water distribution location or cannot carry a water container once full, should (fill in appropriate answer for your agency – a list of translation service providers has been provided)</p> <p>Residents should bring clean food grade containers with tight fitting screw-on caps to fill with water. For examples of containers that can be used and should NOT be used please visit (mobile friendly website or social media link). (Consider attaching info or including in body of email.)</p> <p>For more information, concerns, and updates to the Drinking Water Points of Distribution, you can find info here: (website, phone number, social media site, etc.)</p>
<p>Bottled Water and/or Commodity Distribution</p>	<p>Due to the impact of this disaster on Community Infrastructure, the (Agency Name) will be providing (which commodities) at the following locations on the noted dates and times:</p> <ul style="list-style-type: none"> • Location • Dates • Times <p>Residents will receive (describe what they will receive – 1 case of bottled water, 3 – 1 gallon jugs, etc.) Residents should be able to load and unload the goods themselves.</p> <p>Residents who cannot get to a water distribution location or cannot carry the water containers being distributed, should... (fill in appropriate answer for your agency.)</p>



	<p>For more information, concerns, and updates to the Bottled Water Points of Distribution, ... <i>website, phone number, social media site, etc.</i></p>
<p>Guidelines on Containers</p>	<p>Residents should bring clean food grade containers with tight fitting screw-on caps to fill with water. Examples of containers that can be used:</p> <ul style="list-style-type: none"> • Containers from houseware or camping supply stores • Water vending machine containers • Empty beverage containers such as 2-liter soda bottles and other water, juice or punch containers <p>Do not use:</p> <ul style="list-style-type: none"> • Plastic jugs or cardboard containers that held milk. Milk protein cannot be adequately removed from these containers and provide an environment for bacterial growth when water is stored in them. • NEVER use a container that has held toxic substances, because tiny amounts may remain in the container's pores. • Containers not labeled for food or beverage storage could release harmful chemicals into the water. • Containers too large for resident to carry themselves once full (one gallon of water weighs about 8 pounds).
<p>Additional Info for POD Sites: Safe to Drink</p>	<p>As long as the container provided is an appropriate container and has been sanitized as described below, the water is safe to drink without other additional actions. If you are unsure of your container's cleanliness, then please follow the guidelines for boiling your water. This process will only be helpful if the container is an appropriate container in the first place.</p>
<p>Additional Info for POD Sites: Residents Unsure of their Water Container's Cleanliness</p>	<p>If you are unsure of your container's cleanliness, then please follow the guidelines for boiling your water. This process will only be helpful if the container is an appropriate container in the first place. <u>Do not drink the water without boiling it first.</u> Bring all water to a rolling boil, let it boil for one (1) minute, and let it cool before using. Water from these containers should be boiled if it is being used for drinking (including baby formula and juice), brushing teeth, washing dishes, making ice and food preparation.</p>



Additional Info for POD Sites: Super Chlorinated	<p>As a precaution, we have added extra chlorine to the water, you may detect a slight odor or taste. The water is safe to drink.</p>
Additional Info for POD Sites: Boil Order Notice	<p><u>Do not drink the water without boiling it first.</u> Bring all water to a rolling boil, let it boil for one (1) minute, and let it cool before using, or use bottled water. Boiled or bottled water should be used for drinking (including baby formula and juice), brushing teeth, washing dishes, making ice and food preparation until further notice. A copy of the complete Boil Water Notice is available on our website or at (utility’s public notice location).</p>
Boil – AlertOC Email Language	<p>This is an urgent message from (Utility Name) on (date) at (time). The (Utility Name) has issued a water emergency in the form of a Boil Water Notice for the following areas: (list specific areas impacted). <u>Do not drink the water without boiling it first.</u> Bring all water to a rolling boil, let it boil for one (1) minute, and let it cool before using, or use bottled water. Boiled or bottled water should be used for drinking (including baby formula and juice), brushing teeth, washing dishes, making ice and food preparation until further notice. A copy of the complete Boil Water Notice is available on our website or at (utility’s public notice location). For more information and updates please call (Utility Name) at (phone #) or visit our website at (Insert Agency Website). This Boil Water Notice is in effect until further notice.</p>
Do Not Drink - AlertOC Email Language	<p>This is an urgent message from (Utility Name) on (date) at (time). The (Utility Name) has issued a water emergency in the form of a Do Not Drink Tap Water Notice for the following areas: (list specific areas impacted). <u>Do Not Drink your tap water. Use ONLY bottled water. Do NOT try and treat the water yourself.</u> Bottled water should be used for all drinking (including baby formula and juice), brushing teeth, washing dishes, making ice and food preparation until further notice. A copy of the complete Do Not Drink Tap Water Notice is available on our website or at (utility’s public notice location). For more information and updates please call (Utility Name) at (phone #) or visit our website at (Insert Agency Website). This Do Not Drink Tap Water Notice is in effect until further notice.</p>
Do Not Use - AlertOC Email Language	<p>This is an urgent message from (Utility Name) on (date) at (time). The (Utility Name) has issued a water emergency in the form of a Do Not Use Tap Water Notice for the following areas: (list specific areas impacted). <u>Do Not Use your tap water. Use ONLY bottled water. Do NOT try and treat the water yourself.</u> Bottled water should be used for all drinking (including baby formula and juice), brushing teeth, washing dishes, making ice, food preparation, hand washing, and bathing until further notice. A copy of the complete Do Not Use Tap Water Notice is available on our website or at (utility’s public notice location). For more information and updates please</p>



	call (Utility Name) at (phone #) or visit our website at (Insert Agency Website). This Do Not Use Tap Water Notice is in effect until further notice.
Lifted – Water Quality Notice *Includes Boil Water, Do Not Drink, & Do Not Use	This is a message from (Utility Name) on (date) at (time). The State Board Division of Drinking Water has informed the (Utility Name) that the (type of water notice) has been canceled for all customers within the following locations: (list specific areas*). All water restrictions have been lifted for these areas. The water is safe to drink and use. For more information please call (Utility Name) at (phone #) or visit our website at (Insert Agency Website). The (type of water notice) is no longer in effect.
Lifted – Water Quality Notice, But Follow-Up Actions Needed *Includes Boil Water, Do Not Drink, & Do Not Use	This is a message from (Utility Name) on (date) at (time). The State Board Division of Drinking Water has informed the (Utility Name) that the (type of water notice) has been canceled for all customers within the following locations: (list specific areas*). All water restrictions have been lifted for these areas. The water is safe to drink and use, however Customers should follow some precautionary measures to ensure their water is safe. These actions can be found at (provide location where this information is) and will need to be translated for you. For more information please call (Utility Name) at (phone #) or visit our website at (Insert Agency Website). The (type of water notice) is no longer in effect.
If a notice is still in effect for other areas of service, add the following at the end of your message	The (water notice) is still in effect for the following areas: (areas still affected).
Continuation of Notice	A water quality notification is still in effect. Please continue to follow safety precautions until otherwise notified. A copy of the complete notice and precautions are available on our website or at (utility’s public notice location). For more information and updates please call (Utility Name) at (phone #) or visit our website at (Insert Agency Website).
Translated Info Drinking Water- 1	This report contains important information about your drinking water. Translate it, or speak with someone who understands it.
Translated Info Drinking Water- 2	This report contains important information about your drinking water. A translated copy of this entire report is available at (Insert Website or Other Location).



<p>Translated Info Wastewater- 1</p>	<p>This report contains important information about your wastewater. Translate it, or speak with someone who understands it.</p>
<p>Translated Info Wastewater- 2</p>	<p>This report contains important information about your wastewater. A translated copy of this entire report is available at (Insert Website or Other Location).</p>
<p>Key words for Incidents</p>	<p>break-in accident flood earthquake water outage power outage fire emergency situation</p>
<p>Key Words for Locations of Incidents</p>	<p>one of the wells our treatment plant storage tank one of our facilities</p>



ATTACHMENT F: MWDOC STANDARD CONSULTANT AGREEMENT

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**.

CONSULTANT represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

C. Changes in Scope of Work

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.



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**.

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 expending and invoicing the **DISTRICT 75%** 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** in accordance with applicable law. 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.

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 **SERVICES** 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 incurred by counsel of the **DISTRICT's** choice 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 counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall immediately 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**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.



CONSULTANT shall immediately 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 immediately 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 survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

VII 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."**

VIII 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.

IX 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"**.

X 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**.

XI 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.

CONSULTANT hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT** or **DISTRICT's** designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

XII 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**. 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.

XIII 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**.

XIV 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.

XV 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.

XVI 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**.

Municipal Water District of Orange County
Water Emergency Response Organization of Orange County
Quote For Services



APPROVED BY:

CONSULTANT ACCEPTANCE:

Date _____

Date _____

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. #

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



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.