

**REQUEST FOR PROPOSAL (RFP) -
AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)
COMPLIANCE CROSSWALKS,
RISK AND RESILIENCE ASSESSMENTS,
AND
EMERGENCY RESPONSE PLANS
FOR ORANGE COUNTY WATER UTILITIES**



**ISSUE DATE:
Wednesday, May 15, 2019**

**PRE-PROPOSAL CONFERENCE (MANDATORY):
Tuesday, June 4, 2019**

**PROPOSAL SUBMISSION DEADLINE:
Thursday, June 13, 2019**

Deliver to:

Municipal Water District of Orange County
c/o Water Emergency Response of Orange County
Attn: WEROC Emergency Manager
18700 Ward Street
Fountain Valley, CA 92708

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INTRODUCTION

The Municipal Water District of Orange County (MWDOC) and Participating Agencies are seeking proposals from firms for preparing AWIA Compliance Crosswalks, Risk and Resilience Assessments (RRAs), and Emergency Response Plans (ERPs) per the Scope of Work defined in Attachment A. Participating Agencies, for the purposes of this RFP, shall mean MWDOC and up to 29 Water Emergency Response of Orange County (WEROC) Member Agencies.

On October 23, 2018, Congress signed into law the America’s Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct an RRA of their community water systems and develop a corresponding ERP. Upon completion of the RRA, the utility is to submit self-certification to the U.S. Environmental Protection Agency (USEPA) indicating that the RRA, in compliance with AWIA, is complete. Within six (6) months of submitting the RRA certification letter, the community water system is required to submit a self-certification to USEPA for the corresponding ERP.

Participating Agencies are exploring this joint effort for its potential in saving costs and time through economies of scale. In other efforts similar to this, such as the Urban Water Management Plans and the Orange County Regional Water and Wastewater Agencies Hazard Mitigation Plan, MWDOC identified the number of potential participants and confirmed final participant numbers during final contract negotiations. At this time, 29 of the 31 community water systems in Orange County plan to participate in this coordinated effort depending on final costs identified through the RFP process. A list of the potential agencies is included in Attachment B. The actual number of Participating Agencies will depend on the economy of scale and each agency’s alternatives and needs for preparing their RRAs and ERPs.

The project is expected to be completed in at least 3 phases:

- **Phase I:** Design of an AWIA Compliance Crosswalk and Completion of AWIA Compliance Crosswalks for each of the Participating Agencies (up to 29 agency specific crosswalks).
- **Phase II:** Conduct Risk and Resiliency Assessments for each of the Participating Agencies (up to 29 agency specific RRAs) based on AWIA requirements, the Agency Specific AWIA Compliance Crosswalk and other materials provided by Participating Agencies.
- **Phase III:** Complete or Updated an Emergency Response Plan for each of the Participating Agencies (up to 29 agency specific ERPs) based on AWIA requirements, the Agency’s current Emergency Response Plan, the Agency Specific AWIA Compliance Crosswalk, the Agency Specific RRA, and other materials provided by Participating Agencies.

AWIA contains three groups of community water systems with different compliance deadlines. The project is expected to be completed with the regulatory compliance schedule in mind (i.e. agencies serving greater than 100,000 people will have their RRAs/ ERPs completed first).

Population Served	Risk Assessment	Emergency Response Plan (ERP)*
≥100,000	March 31, 2020	September 30, 2020
50,000-99,999	December 31, 2020	June 30, 2021
3,301-49,999	June 30, 2021	December 30, 2021

*ERP self-certification is due six months from submittal of the risk assessment certification. Dates shown above are based on a utility submitting a risk assessment on the final due date.

DEFINITIONS & ACRONYMS

The following are some terms and acronyms that are used throughout the document and for clarity of the Scope of Work and expectations are defined here.

- Section 2013 - The Section of the America’s Water Infrastructure Act of 2018, known as “SEC. 2013. COMMUNITY WATER SYSTEM RISK AND RESILIENCE,” that outlines the requirements for a community water system RRA and ERP. This language shall be incorporated into the language of “Section 1433 of the Safe Drinking Water Act (42 U.S.C. 300i–2).”
- Section 1433 of the Safe Drinking Water Act – The section of the Safe Drinking Water Act (42 U.S.C. 300i–2) that shall be updated to reflect the AWIA requirements for a community water system RRA and ERP.
- Current – A plan, policy, procedure, etc. that has been updated and approved, or finalized, within 5 years of the Participating Agency’s deadline for RRA and ERP.

CONTRACT AND PROJECT MANAGEMENT

Given the potential number of Participating Agencies, the scope, and the first compliance deadline of March 2020, the work required within this Scope of Work may be divided between, and contracted with, more than one Consultant based on the number of Participating Agencies an individual Consultant can support. For example, Phase II (RRA) and Phase III (ERP) for an individual Participating Agency will be handled comprehensively by one Consultant. Consultant A may be contracted to do Phase II and III for 18 agencies, and Consultant B may be contracted to do Phase II and III for 12 agencies, or by some other allocation as may be later determined. Consultants are free to work together to propose the project, however we are asking for one lead firm and identification of all sub-contracts within the proposal.

The Consultant’s proposal should address whether they are proposing to complete one or all of the phases, which phases, and preparation of as few as five (5) plans and as many as twenty-nine (29) plans. Smaller firms are encouraged to submit and all firms should indicate the maximum number of agencies for which they can provide the outlined Scope of Work.

The Consultant shall perform all work under the direction of the MWDOC Project Manager. The MWDOC Project Manager is designated as the WEROC Emergency Manager or their designee.

Kelly Hubbard
WEROC Emergency Manager
(714) 593-5010 Office
Khubbard@mwdoc.com

RFP SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. Questions regarding this RFP can be submitted anytime and responses will be shared with all interested consultants. Consultants interested in the project should notify the Project Manager in order to receive communications regarding schedule, questions and overall RFP process. The schedule for the evaluation process and other future dates may be adjusted without notice.

TABLE 1 - KEY RFP DATES	
RFP Released by MWDOC	May 15, 2019
Pre-Proposal Conference (Mandatory)	June 4, 2019
Proposal Submission Deadline	June 13, 2019 by 4:00 pm
Consultant Interviews/Follow-up Questions (if needed)	week of June 17, 2019
Consultant Selection Approval by the P&O Committee	July 1, 2019
Consultant Selection Approval by Board of Directors	July 17, 2019
Finalize Contract and Notice to Proceed	July 22, 2019

MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference has been scheduled for **June 4, 2019 at 1:30 pm** at:

Municipal Water District of Orange County
Conference Room 101
18700 Ward Street
Fountain Valley, California 92708

Proposals from Consultants who do not attend the **mandatory** pre-proposal conference will be rejected. The pre-proposal conference will begin at the designated start time. Tardiness may be grounds for disqualification. To make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

At the Mandatory Pre-Proposal Conference, a preliminary list of current documents and number of physical facilities for each Participating Agency will be provided to assist Consultants in assessing the level of effort they will encounter for each area of this Scope of Work.

Substantial clarifications or changes required because of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

PROJECT SCHEDULE AND COMPLIANCE DATES

A sample Milestones Guidance Table is given in Attachment C, in order to provide an idea of the timeframe in which phases and tasks will need to be accomplished. The consultant shall provide a detailed Project Schedule within their proposal that reflects their Project Approach and takes into consideration at least the following:

- The regulatory compliance dates listed in AWIA;
- Qualified personnel available to complete the work;
- USEPA is mandated to issue guidance on compliance with AWIA no later than August 1, 2019. This guidance is not expected to effect the due dates given in the current AWIA law or this project's required timeline for completion.

CONSULTANT MINIMUM QUALIFICATIONS

The Consultant desiring to be awarded the contract resulting from this RFP must possess the minimum qualifications stated below. The Consultant shall include information in their proposal to substantiate that they meet the following:

- The Consultant must demonstrate at least four (4) years of experience performing services similar in nature to those requested in this RFP with water and wastewater utilities in the United States, and preferably in California.
 - Equivalent experience of personnel performing this, or similar service, will also be considered in lieu of the above. The Consultant must provide resumes of all key personnel demonstrating experience with specific projects similar in nature to those requested in this RFP and the percentage of their time devoted to each phase and task(s).
- Experience should include demonstrated competency in each area identified in the Scope of Work, including, but not limited to, knowledge of and documented project experience with:
 - Industry best practices for enhancing emergency preparedness and resiliency of water utilities, including the standards listed in the Scope of Work, Attachment A;
 - Use of various risk assessment tools in conducting water utility risk assessments (e.g. Program to Assist Risk & Resilience Examination (PARRE) or Vulnerability Self-Assessment Tool (VSAT));

- A broad range of water utility physical, operational, fiscal and cyber vulnerability assessments and risk mitigation experience.
- The Consultant must provide a sufficient number of qualified personnel to perform the Scope of Work within the required timeline. Consultant should include the maximum number of agencies that they can support in this Scope of Work with the staff identified. (e.g. 5 Agencies = 5 agency specific RRA and 5 agency specific ERPs)
- At least one member of the Consultant’s team assigned to this project shall be certified through the AWWA’s Utility Risk and Resilience Certificate Program. Certification should be noted within each resume of assigned personnel as appropriate. The Certificate Program is based on several AWWA standards and associated resources (G430, G440, J100, and Cybersecurity Guidance).
- The Consultant shall indicate when any of the above qualifications are being met by utilizing a sub-contractor(s). This should include what aspects of the project will be handled by a sub-contractor(s) and provide information on how each sub-contractor and their staff meet the above identified “Consultant Minimum Qualifications.”

COST PROPOSAL STRUCTURE

Upon completion of the Consultant Selection Process, potential Participating Agencies will be asked to commit to whether they are going to participate, or not, and the scope of services that they want completed on their behalf (Attachment D - Participating Agency Scope of Services Worksheet). Participating Agencies will tentatively agree to the scope of services for Phase II and Phase III and will finalize that Scope of Services based on the outcomes of the Compliance Crosswalk in Phase I. A final project budget would then be negotiated with the selected consultant based upon the scope of work, Fee Schedule (Attachment E) submitted, final number of the Participating Agencies, and any final contract negotiations. The contract would be administered through MWDOC.

Consultants shall provide detailed budgets for project completion per the Fee Schedule provided in Attachment E. The detailed budget proposal shall include fee schedules and a breakdown of the fee by phase, task, project team member, subcontractors, and other direct costs. The Consultant can propose an alternative cost structure, but must provide a method for the RFP Review Committee to compare the alternative cost structure to the attached Fee Schedule. Any additional costs that the Consultant proposes should be on a time and materials basis.

PROPOSAL CONTENT

Proposals should be prepared by providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Response must provide the required information in the following order for each of the below items:

- 1) Cover Letter - A cover letter signed by an individual authorized to bind the proposing Consultant.

- 2) Executive Summary – A brief executive summary of the proposal being submitted providing an overview of the Consultant’s qualifications, how many Agencies the consultant can support, and their proposed project approach.

- 3) Consultant Company Information & Qualifications – Provide the information necessary to demonstrate the Company’s qualifications for this RFP as identified above in the Consultant Minimum Qualifications. Including the following:
 - i) The Company’s name, general contact information and the person responsible for the project;
 - ii) Identification of the project team organization and specific personnel to be assigned; including any sub-contractor(s). Indicate the current and anticipated project responsibilities of key personnel.
 - iii) Provide resumes of the professional staff, including sub-contractor(s), to be assigned to the project and the percentage of time to be spent on the project. The resumes should address education, experience, AWWA AWIA Certification, and other related qualifications of designated personnel.
 - iv) Describe the firm’s experience in the preparation and implementation of emergency planning documents; including, but not limited to emergency response plans, hazard mitigation plans, and vulnerability assessments. Also indicate the firm’s experience in working with water and wastewater utilities and work within California.
 - v) Four (4) References should be provided on past or present projects of a similar nature with contact information. Information should be included concerning budgeted costs versus actual costs, scheduled completion dates versus actual completion dates, and other relevant information concerning your firm’s ability to deliver the project

- 4) Assurance of Designated Project Team - Consultant shall assure that the designated project team included in the proposal, including sub-consultant(s) (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, including sub-consultant(s) or sub-consultant(s)’ staff, shall not be made without the prior written approval of the MWDOC.

- 5) Project Approach - Explain in detail how your firm will accomplish the items specified in each Phase of the Scope of Work for which you are proposing. The Consultant’s proposal should address whether they are proposing to complete one or all of the phases, which phases, and preparation of as few as five (5) plans and as many as twenty-nine (29) plans. Smaller firms are encouraged to submit and all firms should indicate the maximum number of agencies for which they can provide the outlined Scope of Work.

Include in your Project Approach description:

- Which Assessment tools, systems, and guidance documents will be used;
- Maximum number of Participating Agencies your Company can support;
- Expected resources and/or documentation to be provided by each Participating Agency;
- Meetings, workshops or trainings proposed to accomplish tasks;
- Estimated amount of the time to complete phases and tasks on an agency-by-agency

basis.

- 6) Project Timeline - A project schedule and timeline for completion of each Phase and Tasks with consideration of AWIA deadlines, stated Scope of Work and the sample Milestones Guidance.
- 7) Fee Schedule - The Scope of Work Fee Schedule, Attachment E, should be provided with an additional break down of fees by tasks demonstrating how the fee was calculated with subtotals. Cost proposals should provide a time and materials cost estimate with a “not to exceed” cost. The proposal should address basic hourly wage rates, including all reimbursable expenses and overhead costs. This should be submitted with the overall proposal package, but as a separate document.
- 8) Contract - A sample copy of MWDOC’s professional services agreement is provided (Attachment F). Please state in your proposal your willingness to accept the agreement terms and conditions. If you require any changes, please include in your proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

IMPORTANT NOTE REGARDING CONTRACT - A modification to the MWDOC Standard Contract will be negotiated directly with the selected Consultant to address the security and protection of the proprietary information that will be provided and developed as a component of this project. The intent of this modification is to prohibit the Consultant from sharing proprietary/confidential information with outside parties, or to keep any product received, developed, or of a proprietary/confidential nature shared during this project.

CONSULTANT SELECTION PROCESS

A review team comprised of Participating Agency staff will review the proposals and select a preferred consultant(s) based upon the review criteria established. An interview or clarifying questions may or may not be requested depending on the review of the proposals and the ranking of the consultants.

No	Criteria Description	Weighted Score (%)
1.	Qualifications of the firm and staff (including familiarity with Orange County, water & water infrastructure, and California emergency response programs).	25
2.	Proposed schedule and time of completion.	20
3.	Consultant’s Proposed Project Approach, Tools and Methods to meet the AWIA requirements while efficiently utilizing Participating Agencies’ current resources.	20
4.	Consultant’s past record of performance with similar projects, including control of costs, quality of work, meeting schedules, and number of types of change orders (if applicable).	15
5.	Costs	15
6.	Consultant’s demonstrated capability to develop innovative and advanced programs.	5

GENERAL SELECTION AND CONTRACT INFORMATION

1. MWDOC intends to approve at least one Consultant from among the qualified respondents to complete the project. Phase I of the Scope of Work is intended to be contracted with one (1) Consultant. Phase II and Phase III may be divided between, and contracted with, more than one Consultant.
2. This request does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. MWDOC reserves the right to reject any or all proposals and to negotiate with any qualified respondent.
3. MWDOC reserves the right to discontinue utilizing any selected consultant that does not perform to the Participating Agencies' expectations and required timelines.
4. MWDOC staff will review all completed proposals submitted by the deadline and select a Consultant that best meets the requirements and demonstrates a clear understanding of and the ability to perform tasks outlined in the Scope of Work.
5. Any late or incomplete proposals will not be considered. MWDOC shall have sole discretion in determining the completeness of each proposal.
6. Price shall be considered in the selection process, but selection is not necessarily determined by the lowest cost proposal. All of the above-mentioned criteria will be taken into consideration.
7. The Consultant and the assigned Project Manager must be fully capable in all areas outlined under the Scope of Work.
8. MWDOC reserves the right to request additional information from any or all of the respondents.
9. By responding to this RFP, Consultants agree to accept the selection made by MWDOC as final and binding. The District reserves the right to reject any or all proposals, to waive any informality in any proposal, and to make awards in the interest of the Participating Agencies. Selection of a Consultant will be in accordance with all applicable laws and regulations.
10. By submitting a proposal, Consultants agree that the District may consider the Consultant's experience, facilities, delivery abilities, conduct and performance under other contracts, reputation in the industry, and other factors which could affect the Consultant's performance under this Agreement. Only Consultants that have demonstrated the ability to meet the requirements of this RFP will be considered for selection. MWDOC shall reserve the right to contact past clients for references.
11. The terms and scope of the contract will be determined on the basis of professional negotiations between MWDOC and the prospective Consultant. If MWDOC and the prospective Consultant fail to reach a contractual agreement, MWDOC may negotiate with any other highly ranked Consultants.

12. MWDOC reserves the right to negotiate with any or all respondents prior to award, including the right to contract with multiple Consultants as MWDOC deems necessary to meet the Scope and deadlines.
13. Following the selection of the Consultant(s) and execution of the contract, all respondents will be notified of MWDOC's decision. All submitted proposals (including accompanying materials) will become the property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.)

Submission Deadline

Upon release of this RFP, all Consultant communication concerning the RFP should be directed to Kelly Hubbard, WEROC Emergency Manager. The preferred method of communication between MWDOC's representative and Consultants is email (khubbard@mwdoc.com). Any oral communication with a MWDOC representative will be considered unofficial and non-binding on MWDOC.

Three (3) hardcopies of the proposal, plus one (1) electronic copy on a flash drive, shall be submitted and received no later than **Thursday, June 13, 2019 at 4:00 pm**. The proposal shall be sent to:

**Ms. Kelly Hubbard
WEROC Manager
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, Ca 92708**

ATTACHMENT A- SCOPE OF WORK

The following outlines the Scope of Work for the project. The “Scope of Work” is considered to be the general format of the project. If the consultant feels an alternative or creative approach or schedule is called for in completing the Compliance Crosswalks, RRAs, or ERPs, for coordination with agencies, or in any area, outline your proposed approach and identify how it will more efficiently and effectively meet this project’s deliverables and timelines.

PHASE I – DESIGN AND COMPLETE COMPLIANCE CROSSWALKS

This is the data gathering and evaluation phase of the project to assess each Participating Agency’s potential compliance with the AWIA requirements to complete a current Risk and Resiliency Assessment, as well as have a current Emergency Response Plan that addresses responding to identified risks.

Task 1 – Design of AWIA Compliance Crosswalk

Consultant shall design an AWIA Compliance Crosswalk that will be used to assess each Participating Agency’s potential compliance with the AWIA requirements based on current documents, policies, plans, procedures and assessments that they may already have in place. This should include a method to indicate to what degree those current concepts meet the AWIA compliance, including completeness, currency (less than 5 years old), intent, etc. Consultant is free to determine the format of the Crosswalk to best meet our needs (e.g. table or other format). This task should include time for:

- Participating Agencies to review and provide written comments on the Draft Compliance Crosswalk.
- Consultant to receive, address and/or incorporate written comments from Participating Agencies.
- MWDOC Project Manager will confirm approval of the Final Compliance Crosswalk.

Task 2 – Complete AWIA Crosswalk for each Participating Agency

Utilizing the final AWIA Compliance Crosswalk, the Consultant shall review the Participating Agencies’ submitted documents to complete one crosswalk per Participating Agency (up to 29 crosswalks). This task should include time for:

- Participating Agencies’ to review and provide comments on their Draft Agency Specific Compliance Crosswalk.
- Consultant to receive and incorporate the comments from Participating Agencies.
- Consultant to submit a Final Agency Specific Compliance Crosswalk in accordance with the proposed project schedule.

After contract award, the MWDOC Project Manager and Participating Agencies will provide the Consultant with a copy of all potentially applicable existing documents that would support development of the Compliance Crosswalk and individual Participating Agencies’ Crosswalks. In their proposal the Consultant should provide a listing of any additional plans, policies or procedures they believe should be provided for the crosswalk process. Examples of existing documents that may support this process are listed below:

- Standard Operating Procedures (SOPs)/ Standard Operating Guides (SOGs)
- Emergency Response Plan (ERP)/ Emergency Operations Plan (EOP)
- ERP Appendix or Checklists for response to natural and manmade hazards
- Dam Emergency Action Plans
- Vulnerability Assessments – physical and/ or cyber
- Water and/or Wastewater Master Plans
- Capital Improvement Plans
- Financial and Administrative Policies
- Reserve Policies
- Financial Audit Findings
- Procurement Policies/ Programs/ Emergency Response Contract Plans
- Hazard Mitigation Plans
- Continuity of Operations Plans (COOPs)/ Continuity of Government Plans (COGs)/ Business Continuity Plans
- Recovery Plans
- Water Outage/ Emergency Drinking Water Plans
- Water Reliability Studies and Urban Water Management Plans
- DHS Site Assessment Visits
- Cyber Security Assessment of Operations Networks
- Cyber Security Assessment of SCADA Networks
- Division of Drinking Water Emergency Notification Plan.

PHASE II– CONDUCT RISK AND RESILIENCE ASSESSMENTS (RRA)

Taking into account the work and findings included in the Participating Agency’s existing documents and their specific AWIA Compliance Crosswalk completed in Phase I, the Consultant shall complete a system wide all-hazards (natural and man-made) vulnerability assessment to physical, operational, maintenance, system engineering, chemical, and cyber systems, which shall be integrated into one comprehensive RRA for each Participating Agency. This should assess and determine the all-hazards risk and resilience of all drinking water physical, operational, and cyber assets located in the service area of each Participating Agency.

Some Participating Agencies also have operations or services related to wastewater systems, recycled water systems, etc. For the purposes of this Scope of Work, only drinking water systems

and systems or infrastructure that supports drinking water systems, such as an Administration Building, will be evaluated. Participating Agencies may choose to complete a revised RRA and update their ERP's at a later date to reflect their other areas of service.

Task 1 – Analysis Tool Selection

Risk and Resiliency Analysis for various aspects of the RRA can be completed utilizing guidance documents, crosswalks, excel sheets, computerized analysis tools, etc. The Consultant should include in their Project Approach which analysis tools they propose should be used for each area of analysis identified in Task 2 of this Phase. This should include justification of why the proposed tools will best serve the Participating Agencies during this process, and for future updates. If there is a fee or license associated with any of the tools proposed, the Consultant should note the cost of those tools, including: if the cost is on a per Participating Agency basis; and if it is a one time, annual or otherwise reoccurring fee. The MWDOC Project Manager will work with the Selected Consultant to review the proposed tools and approve the final methods during contract negotiation.

In regards to any software or propriety systems proposed to be used for data collection, analysis and maintenance of risk and vulnerability assessments, the Consultant shall keep in mind the intended goal to set up each Participating Agency to be able to independently update and maintain their RRA and ERP's on a 5 year basis. The Participating Agencies are generally opposed to a propriety system that would require reoccurring fees on an annual or ongoing basis.

If it is agreed to utilized software or propriety systems, the following shall apply:

- Consultant shall use and maintain the selected software for data collection in accordance with the standards included in this RFP.
- The Consultant shall provide all copies, licenses and data for the selected software to the Participating Agencies' at the conclusion of the project.
- No copies of purchased licenses, software or data shall be retained by the Consultant or its sub-Consultants without prior written permission from MWDOC.

Task 2 – Collection and Writing of the RRA

At minimum, the concepts to be included in the RRA should incorporate the requirements of Sec. 2013 of the AWIA, the information listed below, and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this assessment:

- The risk to the system from malevolent acts and natural hazards;
- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.; and
- Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.

- The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems), which are utilized by the system;
- The monitoring practices of the potable water system;
- The financial infrastructure of the system;
- The use, storage, or handling of various chemicals by the system; and
- The operation and maintenance of the system.

Additionally, in an effort to keep Participating Agencies' ERP focused on response concepts we are asking for the following sections of AWIA SEC. 2013 "(b) Emergency Response Plan" to be incorporated into Phase II under the Participating Agencies' RRA:

- "(1) strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;"
- "(3) actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and"
- "(4) strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system."

The RRA should take into consideration and incorporate or integrate as appropriate:

- Participating Agency's existing documents and their specific AWIA Compliance Crosswalk completed in Phase I. Areas where the Participating Agency already meets the AWIA requirements with current documents should not be redone, but should be referenced and/or noted in the RRA accordingly. All agency-specific documents available will be provided to the Consultant by the Participating Agency representative or MWDOC Project Manager after contract award.
- Incorporating relevant elements, information and findings available from existing regional and sector specific documents or vulnerability assessments to support completion. Examples include, but are not limited to the 2019 Orange County Regional Water and Wastewater Hazard Mitigation Plan (RHMP), Homeland Security/FBI/OCIAC developed water sector specific assessments, information from state and local Threat and Hazard Identification and Risk Assessments (THIRA), and any other relevant assessments available. The MWDOC Project Manager will work with the consultant to identify and obtain copies of relevant documents.
- The Consultant shall ensure that the RRA is consistent with all submitted documents.

- All materials submitted by Participating Agencies should be treated as Protected Infrastructure Information (PII) and returned to each agency upon completion of the project.
- At least the following reference documents shall be considered by the Consultant during the RRA process. The list is not meant to be all inclusive and the Consultant should identify what primary materials and reference documents they will utilize.
 - AWWA M19. Emergency Planning for Water and Wastewater Utilities, Fifth Edition. Denver, CO. Updated 2018
 - ANSI/AWWA G440-17. Emergency Preparedness Practices. Denver, CO. 2017
 - AWWA. Process Control System Security Guidance for the Water Sector. 2017
 - AWWA J100-10 (R13). Risk and Resilience Management of Water and Wastewater Systems (RAMCAP). Denver, CO. 2013
 - AWWA G430-14. Security Practices for Operation and Management. Denver, CO. 2014
 - AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual. 2008
 - AWWA. Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities. 2006
 - National Institute of Standards and Technology (NIST) Cybersecurity Framework (the Framework), February 2014.
 - NIST SP 800-82 Rev 2, Guide to Industrial Control Systems (ICS) Security, May 2015.
 - NIST SP 800-53 Rev 4, Recommended Security and Privacy Controls for Federal Information Systems and Organizations, April 2013.
 - NIST SP 800-184, Guide for Cybersecurity Event Recovery, December 2016.
 - ANSI/ISA-62443-2-1 (99.02.01)-2009 - Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program (www.isa.org/standards).
 - FEMA Local Mitigation Planning Handbook
 - FEMA Comprehensive Preparedness Guide (CPG) 101
 - Federal Guidelines for Emergency Action Planning for Dams (FEMA Publication No. P-64)

This task should include time for:

- Consultant(s) to include time in the scope of work budget to provide individual Participating Agency Executive Management Draft RRA Review meetings. This meeting is to explain to the Participating Agency the RRA findings, answer questions on processes or concerns, and receive any verbal feedback.
- Participating Agencies' to review and provide comments on their Draft RRA.
- Time for Consultant(s) to receive and incorporate the comments from Participating Agencies and the Stakeholder Meeting.
- Time for Consultant to submit a Final Agency Specific RRA in accordance with the proposed project schedule.

Task 3 – Participating Agency Training on Assessment Processes and Tools

After completing the final written RRA, the Consultant shall provide two (2) group trainings (and training materials in electronic format) to Participating Agency representatives on the specifics of what was involved in completing the Compliance Crosswalk, RRA, the tools used and how to utilize those processes and tools to be successful in future updates. This can be scheduled for the very end of the contract in order to not take time away from meeting compliance deadlines.

PHASE III – WRITE/ UPDATE EMERGENCY RESPONSE PLANS (ERP)

A majority of the Participating Agencies' have current Emergency Operations/Response Plans that address All-Hazard response protocols for their agency and a CA Division of Drinking Water required Emergency Notification Plan. Additionally some Participating Agencies have current function or event specific Standard Operating Plans or Annexes, such as Wildland Fire Response Plan or Cybersecurity SOP. It should be noted that some City Water Departments/Divisions may utilize their City-wide ERP, or may have a Department Operations Plan specific to their services.

Task 1 – Update/Write ERP

Due to the fact that Participating Agencies' have various levels of complexity of Emergency Response Planning and when the most recent updates were completed, we are recommending that the consultant propose 3 levels of service for Phase III. The following is a generic concept of which the Consultant should provide their own Project Approach, details and deliverables format. ERP Levels of Service:

- Low Work Effort – A short chapter or section that the Participating Agency can incorporate into their current ERP that explains how their All-Hazards ERP, the RRA and other relevant documents meet the AWIA requirements. This should include addressing how all of the documents utilized throughout this planning process will be updated, cross-referenced or otherwise incorporated into planning processes on an ongoing basis. Assumption is that a Participating Agency choosing this level of work effort already has a comprehensive and current ERP plan and procedures.

- Medium Work Effort – In addition to the above Chapter/Section on how the agency meets the AWIA requirements, this effort would include the development of a (one) risk specific SOP/Annex document that addresses an identified planning gap from Phase II. Assumption is that a Participating Agency choosing this effort already has a fairly comprehensive and current ERP.
- High Work Effort – Update an Emergency Response Plan for the Participating Agency based on a non-current ERP. The new ERP should meet the AWIA requirements, as well as best practice standards for Emergency Response Planning for a Water Utility within California.

The concepts to be included in the ERP should incorporate the requirements from the following information listed below, and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this ERP:

1. AWIA SEC. 2013 “(b) Emergency Response Plan” - “(2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;”
2. Participating Agency’s existing documents and their specific AWIA Compliance Crosswalk completed in Phase I. Areas where the Participating Agency already meets the AWIA requirements with current documents should not be redone, but should be referenced and/or noted in the ERP accordingly. All agency-specific documents available will be provided to the Consultant by the Participating Agency representative or MWDOC Project Manager after contract award.

Task 2: Participating Agency Executive Summary

Develop an Executive Summary per Participating Agency. This should be a high level summary document that can be utilized with each Participating Agencies’ elected officials and to meet with their Local Emergency Planning Partners. The summary will be specific to each agency, their overall risk and resiliency and emergency response planning readiness. Participating Agency will work with the Consultant to define the level of detail that they are comfortable with sharing within this document.

ADDITIONAL DELIVERABLES

The Consultant should propose additional deliverables, meetings, or costs as they see appropriate to address components of their proposed Project Approach.

At minimum, this should include:

1. Participating Agency Group Kickoff Meetings at the start of each Phase.
2. All Final Compliance Crosswalks, RRA, and ERP’s shall be provided to the Participating Agencies as follows:
 - a. 1 Color Printed and Bound Copy of each Participating Agency’s Deliverables for

- each Phase of the Scope of Work that they choose to participate in.
- b. 2 Electronic Copies (1 PDF/1 Microsoft Word) of each Participating Agency's Deliverables for each Phase of the Scope of Work that they choose to participate in on a flashdrive (with encryption) or through a secure portal per each Participating Agencies' direction.
 3. The Consultant shall set up a secure portal for the purpose of sharing documents between them and each Participating Agency, which will allow each agency to upload its documents to share with the selected Consultant and download deliverables throughout the process. The portal should be secured to allow only the staff designated by each Agency, the Consultant's assigned staff, and the MWDOC Project Manager access.
 4. The proposal should include any necessary site visits to evaluate the individual agencies and their assets.

ATTACHMENT B - LIST OF POTENTIAL PARTICIPATING AGENCIES

Orange County Potable Water Agencies/ Jurisdictions	Population	AWIA RRA Deadline	Participating in MWDOC RFP	
			Yes	No
Orange County Water District	2,500,000	3/31/2020	X	
Municipal Water District of Orange County	2,300,000	3/31/2020	X	
Irvine Ranch Water District	500,000	3/31/2020	X	
Anaheim, City of	365,876	3/31/2020		X
Santa Ana, City of	338,271	3/31/2020	X	
Huntington Beach, City of	202,684	3/31/2020	X	
Garden Grove, City of	178,773	3/31/2020	X	
Moulton Niguel Water District	173,070	3/31/2020	X	
Golden State Water Company	171,074	3/31/2020		X
Santa Margarita Water District	161,026	3/31/2020	X	
Fullerton, City of	143,998	3/31/2020	X	
Orange, City of	140,866	3/31/2020	X	
Mesa Water District	110,000	3/31/2020	X	
Westminster, City of	93,000	12/31/2020	X	
Buena Park, City of	84,013	12/31/2020	X	
Yorba Linda Water District	76,229	12/31/2020	X	
East Orange County Water District (Wholesale & Retail Zone)	75,601	3/31/2020	X	
Tustin, City of	68,405	12/31/2020	X	
Newport Beach, City of	65,599	12/31/2020	X	
La Habra, City of	62,616	12/31/2020	X	
Fountain Valley, City of	57,806	12/31/2020	X	
San Clemente, City of	51,522	12/31/2020	X	
El Toro Water District	49,124	6/30/2021	X	
Brea, City of	44,643	6/30/2021	X	
San Juan Capistrano, City of*	38,813	3/31/2020	X	
South Coast Water District	35,397	6/30/2021	X	
Seal Beach, City of	24,948	6/30/2021	X	
Laguna Beach County Water District	23,000	6/30/2021	X	
La Palma, City of	16,013	6/30/2021	X	
Trabuco Canyon Water District	12,960	6/30/2021	X	
Serrano Water District	6,457	6/30/2021	X	

* The City of San Juan Capistrano Water Services is in the process of merging with an adjacent agency, which will take its combined population to nearly 200,000. Out of an abundance of caution we are proposing to complete their RRA/ERP on the early time frame.

**ATTACHMENT C – SAMPLE MILESTONES GUIDANCE FOR SCOPE
OF WORK**

Attachment C: Sample Risk & Resilience Assessment Milestones Guidance			
Deliverable/ Milestone	Responsible Party	Short Description	Due Date
Consultant Start Target Date	MWDOC & Selected Consultant	Negotiate and finalize contract with selected contractor	July 22, 2019
Existing RRA & ERP Document Submittal	Participating Agencies	Emergency Response Plan(s), Vulnerability Assessments, Financial/ Reserve Policies, etc.	July 22, 2019
Phase I – Design and Complete Compliance Crosswalk			
DRAFT AWIA Compliance Crosswalk	Consultant	Develop document that will clearly show how existing agencies’ plans meet AWIA requirements for RRA & ERP	August 8, 2019
Comments on DRAFT Compliance Crosswalk	Participating Agencies	Written comments from agencies to Consultant	August 15, 2019
Revised DRAFT Compliance Crosswalk	Consultant	Consultant incorporates agencies’ comments and submits a revised compliance crosswalk format	August 27, 2019
Approval of FINAL Compliance Crosswalk	MWDOC	MWDOC Project Manager approves format	September 2, 2019
DRAFT Compliance Crosswalk	Consultant	Consultant uses approved compliance crosswalk format, reviews agencies’ existing materials submitted, and completes one crosswalk for each Participating Agency.	September 20, 2019
Review Period for DRAFT Compliance Crosswalk	Participating Agencies	Participating Member Agencies review the Draft Compliance Crosswalk for their respective agency.	October 4, 2019
Revised DRAFT Crosswalk Comments	Participating Agencies	Participating Member Agencies provide written comments to the consultant with copy of comments to MWDOC Project Manager	October 18, 2019
FINAL Compliance Crosswalk to Agencies	Consultant	Consultant incorporates agency comments and re-submits Final Compliance Crosswalk	October 28, 2019
Phase II– Risk and Resilience Assessment (RRA) - Group I (> 100,000 people served)			
DRAFT RRA	Consultant	Using existing agency documents, agency specific Compliance Crosswalks, agreed upon assessment tools and approved Project Approach, the Consultant	January 21, 2020

Attachment C: Sample Risk & Resilience Assessment Milestones Guidance			
Deliverable/ Milestone	Responsible Party	Short Description	Due Date
		completes work necessary to fill gaps identified in Compliance Crosswalk for RRA.	
Comments from Participating Agency on DRAFT RRA	Participating Agencies	Participating Agencies review and provide written comments to Consultant for Draft RRA.	February 11, 2020
REVISED DRAFT RRA	Consultant	Consultant incorporates comments by Participating Agencies and issues Revised Draft RRA.	February 25, 2020
Coordination/ Meeting with Participating Agencies	Consultant and Participating Agencies	Consultant provides one meeting per Agency for review of the RRA process and findings with each Participating Agencies' identified management team.	Late Feb, early March
FINAL RRA	Consultant	Incorporate key management team comments and submit FINAL RRAs to each agency.	March 17, 2020
RRA Certification Letter to EPA	Participating Agencies	Participating Agency submits written letter or electronic certification to EPA.	March 30, 2020
Phase IIB – Emergency Response Plan (ERP)			
Draft ERP (Example based on High Level of Work Effort)	Consultant	Develop Draft ERP update for each Participating Agency that selects this level of work effort, based on their Compliance Crosswalk, RRA and other available documents.	April 20, 2020
Comments on Draft ERP	Participating Agencies	Participating Agencies review and provide written comments to Consultant for Draft ERP.	May 19, 2020
Revised Draft ERP	Consultant	Consultant incorporates comments by Participating Agencies and issues Revised Draft ERP to each.	June 19, 2020
Final ERP	Consultant	Consultant incorporates agency comments and re-submits Final ERP.	August 20, 2020
ERP Certification Letter to EPA from Agencies	Participating Agencies	Participating Agency submits written letter or electronic certification to EPA.	September 30, 2020

ATTACHMENT D - PARTICIPATING AGENCIES SCOPE OF SERVICES WORKSHEET

To be completed during the Final Contract Negotiation Process.

AWIA Scope of Services Selection														
Orange County Potable Water Jurisdictions	Population	AWIA RRA Deadline	Crosswalk*	Physical Infrastructure		Financial Systems	Cyber Security		Operations/Maint.	Chemical Operations	Emergency Response Plan			Agency Total
				Previous VA/ERP	No Previous VA/ERP		Network	Network & SCADA			Low	Medium	High	
100,000 + Population with NO Operations Infrastructure														
Municipal Water District of Orange County	2,300,000	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100,000 + Population with Operations Infrastructure														
			Crosswalk*	Physical Infrastructure	No Previous VA/ERP	Financial Systems	Previous VA	No Previous VA	Operations/Maint.	Chemical Operations	Emergency Response Plan			Agency Total
				Previous VA/ERP	No Previous VA/ERP						Low	Medium	High	
Orange County Water District	2,500,000	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Irvine Ranch Water District	412,933	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Anaheim, City of	365,876	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Santa Ana, City of	338,271	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Huntington Beach, City of	202,684	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Garden Grove, City of	178,773	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Moulton Niguel Water District	173,070	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Golden State Water Company (OC Service Area Only)	171,074	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Santa Margarita Water District	161,026	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Fullerton, City of	143,998	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Orange, City of	140,866	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Mesa Water District	109,322	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
San Juan Capistrano, City of**	38,813	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
50,000-99,999 Population with Operations Infrastructure														
			Crosswalk*	Physical Infrastructure	No Previous VA/ERP	Financial Systems	Previous VA	No Previous VA	Operations/Maint.	Chemical Operations	Emergency Response Plan			Agency Total
				Previous VA/ERP	No Previous VA/ERP						Low	Medium	High	
Westminster, City of	96,158	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Buena Park, City of	84,013	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Yorba Linda Water District	76,229	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
East Orange County Water District (Wholesale&Retail)	75,601	3/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Tustin, City of	68,405	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Newport Beach, City of	65,599	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
La Habra, City of	62,616	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Fountain Valley, City of	57,806	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
San Clemente, City of	51,522	12/31/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
3,301- 49,999 Population with Operations Infrastructure														
			Crosswalk*	Physical Infrastructure	No Previous VA/ERP	Financial Systems	Previous VA	No Previous VA	Operations/Maint.	Chemical Operations	Emergency Response Plan			Agency Total
				Previous VA/ERP	No Previous VA/ERP						Low	Medium	High	
El Toro Water District	49,059	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Brea, City of	44,643	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
South Coast Water District	35,397	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Seal Beach, City of	24,948	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Laguna Beach County Water District	19,191	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
La Palma, City of	16,013	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Trabuco Canyon Water District	12,960	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
Serrano Water District	6,457	6/30/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
*AWIA Crosswalk if a Shared Cost of Total Phase 1 Price for Participating Agencies.														
* The City of San Juan Capistrano Water Services is in the process of merging with an adjacent agency, which will take its combined population to nearly 200,000. Out of an abundance of caution we are proposing to complete their l														

ATTACHMNET E – FEE SCHEDULE

Attachment E - AWIA Proposal Fee Schedule					
Phase	Component of Scope of Work	Previous Assessment	Population Size	Cost Per Agency Pricing for Component (5 agencies)	Cost Per Agency Pricing for Component (increments of 5 more agencies)
Phase 1	Phase 1 – Compliance Crosswalks	NA	NA		
Phase 2	Physical Infrastructure	2003 VA & ERP	100,000+		
			50,000 – 99,999		
			3,301-49,999		
		No Previous	100,000+		
			50,000 – 99,999		
			3,301-49,999		
	MWDOC				
	Financial Systems		All Sizes		
	Cyber Security Systems	NA	Only Network		
			Network and SCADA		
	Operations and Maintenance	NA	100,000+		
			50,000 – 99,999		
		3,301-49,999			
Chemical Operations	NA	100,000+			
		50,000 – 99,999			
Phase 3	Low – ERP Compliance Chapter/Section	NA	NA		
	Medium – ERP Compliance Chapter/Section, plus one Annex	NA	NA		
	High – New/updated ERP	NA	NA		

ATTACHMENT F - MWDOC 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**.

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 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
Water Emergency Response Organization of Orange County
Request for Proposal – AWIA Compliance – Attachment D

Municipal Water District of Orange County
Robert J. Hunter
General Manager
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708

Consulting Firm
Consultant
Title
Address
Telephone

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

Municipal Water District of Orange County
Water Emergency Response Organization of Orange County
Request for Proposal – AWIA Compliance – Attachment D

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** Ethics 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.

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 _____

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-§7110
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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

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, 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 or during the course and scope of their duties for MWDOC. 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. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§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 any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, 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. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§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 ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and 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 during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

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 - \$_____
3. 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: _____