



REQUEST FOR PROPOSALS

For

Professional Services

For

Water Loss Control Technical Assistance Program

RFP Release Date: October 5, 2020

Proposal Due Date: 5:00 pm, October 23, 2020

(via e-mail to jberg@mwdoc.com)

Water Loss Control Technical Assistance Program:

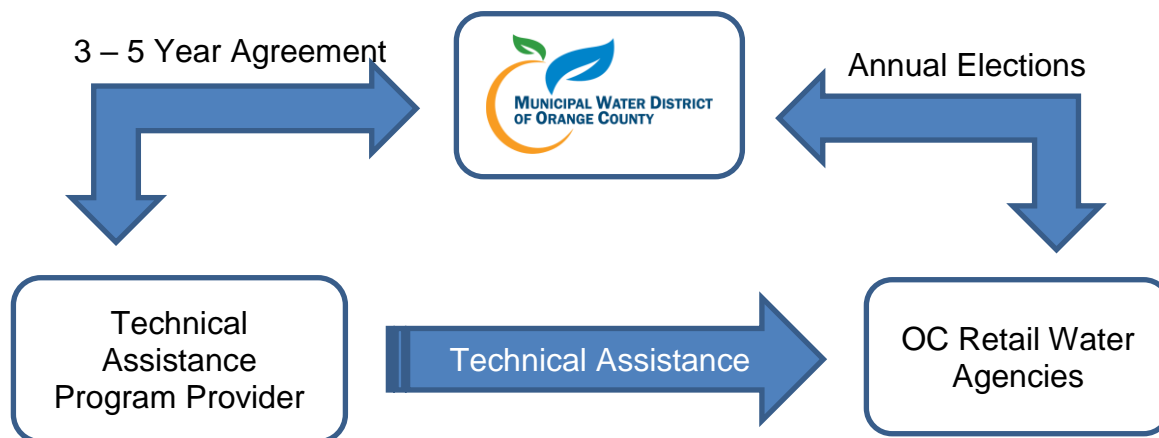
I. Introduction

The Municipal Water District of Orange County (MWDOC) is a regional wholesaler of imported water from the State Water Project and Colorado River. MWDOC obtains this water from the Metropolitan Water District of Southern California and sells it to 28 retail water agencies throughout Orange County, California. MWDOC is governed by a seven member elected Board of Directors. To learn more about MWDOC, please visit www.mwdoc.com.

MWDOC and its retail water agencies (RWAs) invite your firm to submit a proposal to provide professional services in the form of distribution system water loss technical assistance to MWDOC and RWAs throughout the county. Up to 30 RWAs may access the Technical Assistance Program (TAP); however, we expect 18 to 25 RWAs to participate in this effort. The engagement for this technical assistance is planned for 3 to 5 years beginning January 2021. The duration will be dependent on the results and desires of MWDOC and the RWAs.

As shown in Figure 1, MWDOC will act as lead agency contracting directly with the selected consultant (TAP Provider) and RWAs. MWDOC will facilitate participation by RWAs through an annual technical assistance election process. The TAP Provider will be notified of each RWA's elections as they are formalized through a signed exhibit and will be given authorization to begin providing services to that agency. The TAP Provider will invoice MWDOC monthly for work completed by task for each RWA and provide reporting, including but not limited to, a description of work completed during the invoice period and balance of funds remaining.

Figure 1:
Contractual Structure of Technical Assistance Program



To begin, TAP will include two components. Component A will focus on assistance to MWDOC, and Component B will focus on assistance to RWAs as follows:

Component A: Technical Assistance to MWDOC

MWDOC hosts a Water Loss Control Work Group that meets on the second Tuesday of odd months. This Work Group is accessible to all RWAs in the county. Approximately 30 to 40 staff members attend the Work Group meetings, including staff from engineering, operations, conservation, and customer service departments. Meetings include a combination of business updates and one to two featured technical topics related to building distribution system water loss knowledge. The Work Group meetings also serve as a forum to gather water loss related policy input from RWAs that is shared with a variety of water agency associations in California, as well as the California Department of Water Resources (DWR) and State Water Resources Control Board (Water Board).

Component A also includes water loss control policy review and analysis, Water Balance Validation, and Shared Services implementation support to MWDOC

Component B: One-on-One Technical Assistance to Individual RWAs

The One-on-One Technical Assistance will cover a broad range of topics related to distribution system water loss and will be customized to each RWA's unique needs. It is anticipated that the technical assistance will evolve from year to year as the needs of agencies change. As a result, the selected TAP Provider will need to be flexible and adaptive from year to year. The TAP Provider should be aware that the tasks defined in the Scope of Work below are the initial tasks, and additional tasks are likely to be added over time. Annually, RWAs will complete an election Exhibit identifying the tasks they elect for the coming year. Once formalized with signatures from MWDOC and the RWA, MWDOC will provide the TAP Provider with authorization to begin work with the RWA.

The selected Consultant shall have demonstrated capabilities and experience in the fields of water system auditing, component analysis of both real and apparent losses, and the design, implementation, and evaluation of a broad variety of economically optimized water loss control programs. The Consultant shall also have demonstrated capabilities and experience in evaluating metering and billing operations, leak detection and repair, and advanced pressure management.

Both components are presented in more detail in the Scope of Work section of this document.

II. Background

In 2015, in an effort to be better informed on the efficiency of their water distribution systems and to comply with Senate Bill No. 1420, MWDOC began a TAP to assist RWAs to compile annual water system audits using the American Water Works Association Water System Audit methodology. Shortly thereafter, Senate Bill 555 was signed by Governor Brown requiring urban retail water suppliers to submit validated Distribution System Water Balance reports annually, beginning October 2017, to the California Department of Water Resources. Most Orange County RWAs are in the process of completing their 5th annual water balance.

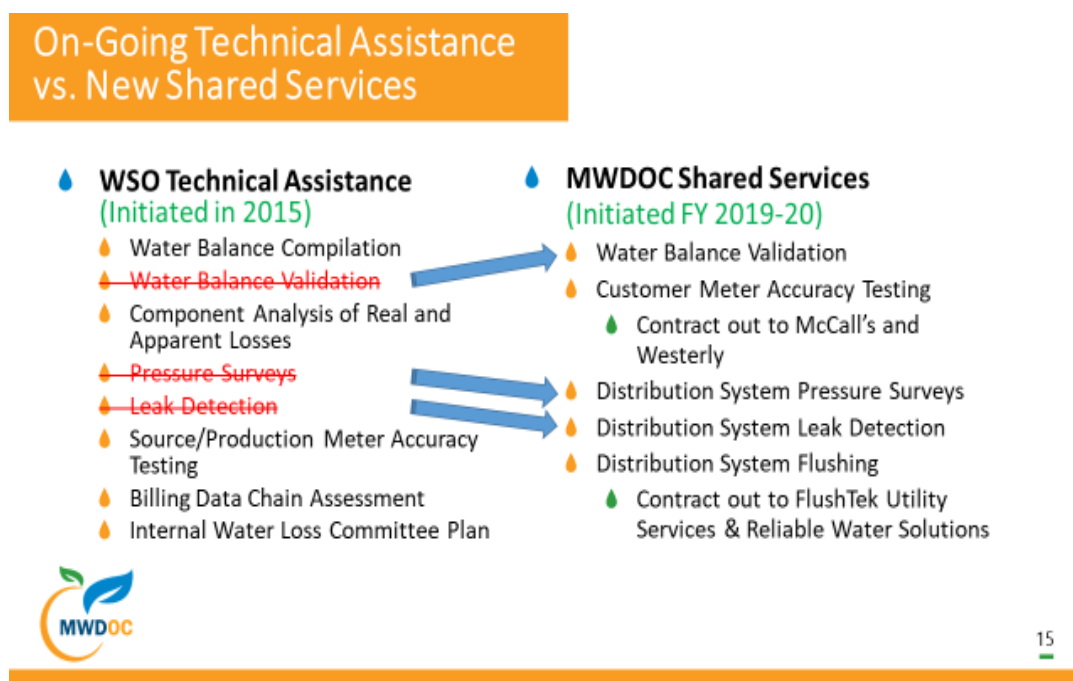
The objective for this program is to continue to evolve and empower RWAs to pursue distribution system water loss reductions and comply with Senate Bill 555, the

impending volumetric water loss standards the State Water Resources Control Board will assign to each urban retail water supplier in California.

RWAs throughout Orange County have had a long standing commitment to water use efficiency. More than half of the RWAs are members of the California Water Efficiency Partnership and Alliance for Water Efficiency, voluntarily committing to implement cost effective water use efficiency programs. All 32 RWAs, however, are actively implementing a broad portfolio of water efficiency programs targeting all customer classifications. Utility operations focusing on distribution system water loss reduction represents another opportunity to enhance RWA commitments to water use efficiency and comply with new legislative mandates.

Because of the broad support by RWAs and the MWDOC Board of Directors, beginning in FY 19-20, MWDOC's Water Loss Control Program was expanded to include a variety of shared services provided by MWDOC staff. This included hiring three new staff members to provide these services. Figure 2 provides a summary of the Fiscal Year 2020-21 TAP and Shared Services, including TAP services that migrated over to the Shared Services.

Figure 2:



III. Scope of Services

MWDOC proposes to hire a TAP Provider that will provide technical assistance to MWDOC and up to 28 RWAs in Orange County, California. Since 2015, RWAs throughout Orange County have already begun familiarizing themselves with the AWWA/IWA water audit methodology by participating in AWWA, California Urban Water Conservation Council (CUWCC) and other workshops designed to introduce the topic. Because of these efforts, today, RWAs in Orange County are more knowledgeable about water loss than many other agencies in the state.

Through this effort, it is our intent to build RWA capability to perform the system audits and water balance on their own, while achieving results that are within industry standards. As such, the technical assistance will be in the form of “coaching” and “assisting” RWAs through the process of data collection and use of the water balance software. It is not our intent for the TAP Provider to collect data and populate the water balance software themselves.

Due to the range of agency familiarity with the Water System Audit methodology, water loss control opportunities, and availability of staff resources, MWDOC anticipates the need to customize technical assistance for each agency.

Description of Work

Component 1: Technical Assistance to the Municipal Water District of Orange County

The following Tasks will be performed by the TAP Provider for MWDOC on behalf of the Orange County Water Loss Control Program. Due to their regional benefits, Component 1 services will be billed to and paid for by MWDOC.

Task 1: MWDOC Water Loss Control Work Group Support

MWDOC hosts a Water Loss Control WorkSupport will include a combination of in-person and Zoom-based meetings. The Work Group is accessible to all retail water agencies in the county. Approximately 30 to 40 staff members attend each Work Group meeting, including members from engineering, operations, conservation, and customer service departments. Meetings include a combination of business updates, water loss policy updates, guest speakers, panel presentations, and one to two featured technical topics to building distribution system water loss knowledge. The Work Group meetings also serve as a forum to gather water loss related policy input from retail agencies that is shared with a variety of water agency associations and agencies including ACWA, CMUA, AWWA, California Department of Water Resources (DWR), and State Water Resources Control Board (Water Board).

Deliverables for Task 1:

- Collaboration to develop Work Group meeting agendas (assume six per year)
- Technical presentations on a broad variety of water loss related topics at Work Group Meetings
- Coordination of guest speakers and panel presentations
- Monthly progress reports (assume twelve per year)

Task 2: Water Loss Policy Review

The State Water Resources Control Board is the process of adopting water loss regulations contained in Senate Bill 555 requiring all urban retail water suppliers to reduce distribution system water loss and submit annual reporting in the form of Validated Water Balances and narrative descriptions of actions taken to reduce water loss. At the time this RFP was written, the final regulations have not been published.

TAP Provider will provide MWDOC with a technical review of proposed water loss policies, the impacts of proposed policies on retail water suppliers in OC, and suggestions for modifications to proposed policy, including supporting analysis.

Deliverables for Task 2:

- Water Board water loss policy review, guidance, and response preparation for MWDOC

Task 3: Water Balance Validations

As planned for in the MWDOC Water Loss Control Shared Services Business Plan, MWDOC staff will have the primary responsibility of performing annual water balance validations for the 28 urban RWAs in Orange County. However, there may be times when MWDOC may need additional validation resources in order to complete validations in a timely manner. As a result, MWDOC is including Water Balance Validations as a task in this RFP process. To qualify for this task, the TAP Provider must have a sufficient number of staff to assist RWAs in compiling their annual water balances and independently validate the water balances per the requirements of SB 555 and the Cal-Nev AWWA Water Audit Certification criteria.

Task 4: Shared Services Technical Support

In 2019, the MWDOC Board authorized implementation of a Water Loss Control Shared Services Business Plan (Business Plan). This Business Plan included hiring specialized MWDOC staff to provide services directly to RWAs in Orange County. These services include Water Balance Validation, Distribution System Leak Detection, Customer Meter Accuracy Testing, Distribution System Pressure Surveys, and Distribution System Flushing. These shared services are currently in their second year. It is anticipated that MWDOC will periodically need assistance from the TAP Provider to further develop and refine or expand our shared services offerings to our agencies. Examples of assistance may include the development of automated reporting templates for services provided to agencies, feasibility analysis of new or modified shared services, or standard operating procedures to deliver shared services.

Component 2: One-on-One Technical Assistance to RWAs

Component 2 includes services that will be performed for individual RWAs on a one-on-one basis. Component 2 will be billed to MWDOC but paid for by individual agencies accessing these services. MWDOC will facilitate the selection of Technical Assistance elections annually by each RWA. MWDOC will collect funding from agencies to pay TAP Provider. TAP Provider will be notified of each RWA's elections and will be authorized to initiate that work once annual election forms are signed by MWDOC and the agency. Each task is a standalone task including completion of all aspects of the task including reporting and recommendations. Component 2 Tasks includes the following:

Task 1: Technical Assistance Administration

Consultant will provide administrative services to oversee the day to day implementation of the Orange County Water Loss Control Program. This will include scheduling and tracking technical assistance appointments for participating RWAs and

providing monthly progress reporting by task to support monthly invoicing for work completed.

The Technical Assistance Administrative task will be required each year for RWAs electing any of the Component 2, tasks 2 through 6. This task is designed to cover costs of day to day communications, systems of data collection and management, travel expenses associated with providing assistance for individual agencies and invoicing for services provided.

Task 2: Technical Assistance to Compile a Distribution System Water Audit

With the 2020 Water Audit submittals to the Department of Water Resources, most urban water suppliers in Orange County have completed five (5) consecutive Distribution System Water Audits using the AWWA Water Audit Methodology contained in the M 36 Manual. All these audits have undergone level 1 validations. Staff turn-over and staff still learning about the water audit methodology makes it beneficial to have a consultant available to assist in compiling a water audit.

The TAP Provider shall provide information and coaching during the process of an RWA compiling a water balance. The TAP Provider should not compile the water balance for the agency, but provide coaching to ensure the correct information is being compiled and used in the water balance spreadsheet. It is anticipated that this effort will result in the discovery of data issues that will need to be corrected for future water balances. Direction and advice shall be provided to each participating RWA regarding how best to improve their data process to position them for improving audits in subsequent years.

Task 3 – Source or Production Meter Volumetric Accuracy Testing:

It is anticipated that RWAs throughout Orange County have a variety of types and sizes of source/production meters measuring water entering their distribution systems. These meters measure large volumes of water, and the accuracy of the meter can have a significant impact on the accuracy of water balance results. This task requires the TAP Provider to design appropriate testing methodologies consistent with the AWWA M6 Manual for any given meter selected for accuracy testing. Once the methodology is completed the TAP Provider will conduct a volumetric source meter accuracy test and document the results in a report to the contracting RWA.

Deliverables for Task 3:

- Production Meter Testing Methodology
- Production Meter Testing Report

Task 4– Billing Data Chain Assessment

Billing data compiled and incorporated into the water balance can be a source of error impacting the accuracy of water balance results. As a result, a billing data chain assessment can be used to evaluate and correct billing data errors. This will include, but not be limited to, mapping of meter read collection and billing processes, comparison of raw data across billing data management platforms, and identification of data transmission errors including misreads, zero reads, dropped reads, duplicate reads, etc.

Deliverables for Task 4:

- Mapping of meter read collection and billing processes
- Findings of data comparison across billing data management platforms and data transmission between platforms

Task 5 - Component Analysis: Volume and Value of Real and Apparent Losses

It is anticipated that three levels of Technical Assistance focusing on Component Analysis will be needed by RWAs in Orange County depending on their current level of investigation into Real and Apparent losses. The TAP Provider should follow the AWWA M36 Manual and Water Research Foundation Report No. 4372a Real Loss Component Analysis: What's your Leakage Profile. The progressive levels of Technical Assistance include:

Task 5a: Gap Analysis

We have found that the data necessary to conduct component analysis is not always available when an agency wants to embark on a component analysis. As a result, a Component Analysis Gap Analysis is necessary to inventory what data is available and what data is missing. The Gap Analysis should also include procedures to warehouse data and mechanisms to collect missing data so that after a data collection period has been completed, a component analysis can be completed.

Task 5b: Real Loss Component Analysis

This assistance will focus on establishing methods and data requirements to quantify background leakage, unreported leakage, and reported leakage. This task will allow an agency to better understand these components. Real losses include water that has been extracted from a water resource source, treated, energized, and transported a distance before being lost. Thus, the valuation of these losses is typically the sum of these components, or it can include the cost of the next higher source of water that might not have been needed except for the volume of loss. The analysis will allow an agency to better understand the components and costs for completing such an evaluation down the road.

Task 5c: Apparent Loss Component Analysis

This assistance will focus on establishing methods and data requirements to quantify customer metering inaccuracies, systematic data handling errors, and unauthorized consumption. This task will allow an agency to better understand these components and the value of the water lost compared to the cost of developing an Apparent Loss Control Strategy. Apparent losses represent water supplies that are not paid for or non-revenue water. These losses are typically valued at the prevailing retail rate. This task will not go completely through development of a Real Loss Control Strategy, but will allow an agency to better understand the components of its real loss volume and will provide a preliminary economic evaluation of real loss intervention strategies and their priority ranking. This process is intended to identify the nature, quantity, and estimated cost impacts of the three apparent loss components.

Deliverables for Task 5:

- A – A report documenting missing data needed to perform Real and Apparent Component Analysis, including recommendations to gather and warehouse data for use in the future.

- B – A Real Loss Component Analysis providing a reliable understanding of the scale of the loss volumes and values of the various types of Real Loss leakage in aRWA system. Provide a preliminary economic analysis of real losses, and prioritization of loss intervention strategies. Provide input to participating RWAs on improved data requirements to identify and control real losses. This information provides the basis for developing intervention strategies in the future.
- C – An Apparent Loss Component Analysis providing a reliable understand of the scale of the loss volumes and values of the various types of apparent losses in an agency's system. Provide a preliminary economic analysis of apparent losses, and prioritization of loss intervention strategies. Provide input to participating RWAs on improved data requirements to identify and control apparent losses. This information provides the basis for developing intervention strategies in the future.

Task 6 – SWRCB Information Order Response, Variance, or Off-ramp Assistance

While California's rule making process to adopt water loss standards required by Senate Bill 555 has not yet started, previous draft iterations of the Water Board standard setting framework indicate that agencies will likely be required to respond to Information Orders, and may have opportunities to submit requests for a Variance to the standard or an Off-Ramp for maintaining low levels of water loss. The purpose of this task is to provide RWAs with access to the TAP Provider for assistance with preparing responses to information orders or request for variances or off-ramps. This will include data compilation and analysis customized to each agency's needs and preparation of documentation to be submitted to the state for consideration. Since the documentation to respond to these requirements is still unknown, we ask the TAP Provider to provide both an hourly rate and three levels of effort in the form of the number of work hours estimated to respond to a low, medium, and high level of effort necessary to complete this task.

Deliverables for Task 6:

- Analysis and documentation supporting information orders and justifications for variance and off-ramp requests.

IV. Project Implementation Schedule

The anticipated project schedule is set forth below. Consultant must provide their anticipated schedule if it deviates from the schedule provided as follows:

<u>Task Description</u>	<u>Date</u>
Release of RFP to Consultants	October 5, 2020
Proposal Due Date	October 23, 2020
Proposal Review	October 26 – November 13, 2020
<i>Consultant Interviews (Tentative, if needed)</i>	Week of November 16, 2020
Consultant Selection:	
Committee Consideration	December 14, 2020
Board Consideration	December 16, 2020
Contract Execution	By December 31, 2020

Task Description	Date
Initial Contract Work Period	January 1, 2021 - December 31, 2022
Potential Contract Extension Period	January 1, 2023 - December 31, 2025

V. Information to Be Submitted

The proposal must be clear and concise, limited to 10 pages (excluding resumes and references), well organized, and should demonstrate your firm and team qualifications and experience for conducting this work. The proposal must contain the following information at a minimum:

- A. SCOPE:** The Proposal shall include a detailed scope of work and methodology that comprehensively defines and describes the proposed approach for conducting all Tasks in Components 1 and 2. This scope of work will be used as a basis for contract negotiations. The scope of work shall, at minimum, address the items shown in Section III "Scope of Services." The Consultant should be efficient in its conduct and approach to this project; if it makes sense to deviate from MWDOC's proposal, the Consultant shall explain why in the Proposal. The Consultant is encouraged to make recommendations that would enhance the overall project, suggest additions or deletions to the scope, or note any items that are missing from this scope that should be addressed to best achieve the primary objectives for this work. The scope of work shall specifically account for information to be developed and provided by MWDOC to reduce TAP costs.
- B. TEAM:** Descriptions of specific experience and capabilities of designated project manager and key team members that are directly relevant to the scope of work. Include a schedule showing team member task hours and the percentage of time each member will contribute to the project. Key personnel assigned to the project shall not be reassigned without prior MWDOC written approval.
- C. REFERENCES:** Description of the project team's past record of performance on similar projects for which your firm has provided services. Include a concise summary of such factors as control of costs, quality of work, and ability to meet schedules. Include five client references that may be contacted by MWDOC, preferably from California, for similar work conducted by the Consultant team.
- D. SCHEDULE:** Assurance of the firm's ability to staff and complete all work, considering the firm's current and planned workload and the schedule provided. In the event you believe your firm may not have the capability to conduct as many as 12 or more Water Audits at the same time, please indicate the capacity you could handle.
- E. DETAILED BUDGET AND SUPPORTING DOCUMENTATION:** The TAP Provider shall provide a detailed breakdown of the estimated hours that each project team member, including any sub-contractors and outside laboratories, will contribute for each task listed in the scope of work. The TAP Provider shall also separately identify costs of all sub-contractors and other direct reimbursable costs to the project such as reproduction, mileage, etc. The detailed supporting information should allow MWDOC to understand how the costs submitted in Attachment A were developed for both a Low and High level of effort. The TAP

Provider shall explain why their task allocation of labor hours and costs provides an effective use of funds to meet the objectives of this effort. The TAP Provider shall recommend areas where the scope of work can be reduced, adjusted, modified, or approached differently to keep the project costs reasonable. The costs submitted should reflect the economies of scale of having a single contract to provide assistance to a minimum of 12 agencies simultaneously while having a single point of contact at MWDOC. MWDOC will also use its staff to assist the TAP Provider in getting information from and to the agencies and in helping to organize and manage the Water Loss Control Committee.

The detailed budget and support documentation and costs submitted by the TAP Provider will be used to negotiate a contract dependent on the number of agencies involved. For purposes of the Proposal submittal, the TAP Provider shall assume a minimum of 12 RWAs in Component 1 Tasks 1-7.

F. CONFLICT OF INTEREST: Provide documentation that personal or organizational conflicts of interest that are prohibited by law do not exist.

G. CONTRACT: A sample copy of MWDOC's professional services agreement is included as Attachment B. 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 the TAP Provider, MWDOC will consider your proposed modifications during TAP Provider selection and retains the right to reject any portion of your proposed modifications.

H. PROPOSAL LENGTH and SIZE: The letter of transmittal, executive summary, technical approach, and labor hour/cost allocation Proposal shall be limited to 10 single-sided 8½ by 11 inch pages. Proposal supporting tables and figures specific to this project shall not exceed an additional 10 single-sided 8½ by 11 inch pages. The project team organization chart, key team member resumes, representative project experience, and client references for the key team members, shall not exceed an additional 10 single-sided 8½ by 11 inch pages. The total proposal length shall not exceed 30 pages. To accommodate emailing the proposal to the Proposal Review Panel members, the overall proposal file size shall not exceed 8 MB.

Following the contract award by the Board of Directors, the agreement documents will be sent out for execution first by the Consultant and then by MWDOC. A notice to proceed will be issued at that time.

VI. Selection Process and Other Instructions/Limitations

A Proposal Review Panel (PRP) consisting of representatives from MWDOC and the RWAs will review the proposals and consider the following factors to select the most qualified firm/team:

- Completeness of proposal
- Understanding and approach to the work

- Quality of the task descriptions to undertake the scope of work
- Team and project manager experience in similar projects
- Professional qualifications of the team
- Firm resources and capabilities
- Quality of previous work performed as indicated by letters of reference and references
- Demonstrated ability to manage and conduct the work within the proposed budget and schedule
- Cost of services and efforts proposed to meet the objectives of this work

The PRP will review all written proposals considering the above factors and may hold interviews with selected respondents. During the Consultant selection process, the PRP members may contact either the recommended firm or a short list of firms to obtain additional information, and may contact recent clients. Interviews, if needed, will be scheduled to be held one week after receipt of the proposals.

Based upon this process, the PRP will recommend a firm or firms to MWDOC's Board of Directors for award of this work. The selected firm(s) must be able to begin work immediately upon award and must be able to maintain the required level of effort to perform the work on-schedule and throughout the agreement term.

This Request for Proposals 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 applicant.

MWDOC and RWAs may make such investigations as they deem necessary to determine the ability of the TAP Provider to provide the goods and/or service as specified, and the TAP Provider shall furnish to MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award to complete the selection process to enable a recommendation to be made to MWDOC's Committee and Board.

MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal or portion of any proposal presented which it deems best suited to the interest of MWDOC and its member agencies, and is not bound to accept the lowest price.

The cost for developing the proposal is the sole responsibility of the Respondents to this RFP. All proposals submitted become the property of MWDOC.

At the time of the opening of proposals, each Respondent shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Respondents must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard agreement. Please review this agreement and note in your proposal if any modifications are needed in order to ensure compliance.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

Questions and clarifications during the proposal process should be directed to:

Joe Berg
Director of Water Use Efficiency
Work: 714-593-5008
jberg@mwdoc.com

All questions received will be responded to within 48 business hours. Questions and answers will be compiled into a single living document that will be shared among all prospective respondents. Respondents are strongly encouraged to notify MWDOC of their interest in responding to the RFP and to provide appropriate contact information. This contact information will be used to share the Question and Answer document each time it is updated during the response period.

Proposals must be submitted to Joe Berg via e-mail at jberg@mwdoc.com by 5 pm October 23, 2020.

Attachments:

- A. Respondent Bid Sheet
- B. MWDOC Standard Professional Services Contract

Attachment A

Orange County Water Loss Control Technical Assistance Program Respondent Bid Sheet

Company Providing Bid: _____

Contact Person: _____

Contact Phone: _____ Contact Email: _____

Bid Sheet: <u>Component One</u> – Technical Assistance to MWDOC	
Task 1: MWDOC Water Loss Control Work Group Support	<p>Component One Tasks 1, 2, & 4 will be billed on a time and materials basis. Please provide a listing of Staff Titles along with their hourly Rates in the “Hourly Rates for Staff Assigned to the Project” sheet below.</p> <p>Task 3, Water Balance Validation, is to be billed at a fixed rate per RWA validation at \$_____.</p>
Task 2: Water Loss Policy Review	
Task 3: Water Balance Validation	
Task 4: Shared Services Technical Support	

Bid Sheet: <u>Component Two</u> – One-on-One Technical Assistance to RWAs			
	Estimated Number of Hours	Estimated Cost Per Task:	
		Low Level of Effort	High Level of Effort
Task 1: Technical Assistance Administration			
Task 2: Technical Assistance to Compile a Distribution System Water Audit			
Task 3: Source or Production Meter Volumetric Accuracy Test			
Task 4: Billing Data Chain Assessment			
Task 5: Component Analysis <ul style="list-style-type: none"> ➤ A. Gap Analysis ➤ B. Real Loss Component Analysis ➤ C. Apparent Loss Component Analysis 			
Task 6: Water Board Information Order Response, Variance, or Off-Ramp Assistance			

Hourly Rates for Staff Assigned to the Project:

Staff Title:	Hourly Rate:	Anticipated Percentage of Work to be Assigned
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

Attachment B

MWDOC Standard Contract

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 invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. Fees

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

C. Notification Clause

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

Notices shall be made as follows:

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

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

D. Billing and Payment

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

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

E. Billing Records

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

IV DOCUMENTS

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

V TERMINATION

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

consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

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

A. Workers' Compensation Insurance

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

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

B. Professional Liability Insurance

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

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

C. Other Insurance

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

out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

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

D. Expiration of Coverage

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

VII INDEMNIFICATION

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

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **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.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** 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."**

IX PERMITS AND LICENSES

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

X LABOR AND MATERIALS

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

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid.

CONSULTANT agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in Exhibit “B”.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

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

C. Protections to Ensure Control Over Materials

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

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

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

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

purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

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

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.

XIII EQUAL OPPORTUNITY

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

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

XIV INTEGRATION OF ALL OTHER AGREEMENTS

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

XV ATTORNEYS' FEES

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

prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

XVI JURISDICTION AND VENUE SELECTION

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

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

XVII DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

By signing this Agreement, **CONSULTANT** hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- i. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a) (2), to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The **CONSULTANT's** policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- ii. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:
 1. Will receive a copy of the **CONSULTANT's** drug-free policy statement, and
 - ii. Will agree to abide by terms of the **CONSULTANT's** statement as a condition of employment.
- d. This Agreement may be subject to suspension of payments or termination, or both, and the **CONSULTANT** may be subject to debarment if the **DISTRICT** determines that:
 - i. **CONSULTANT** has made a false certification, or;
 - ii. **CONSULTANT** violates the certification by failing to carry out the requirements noted above.

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

APPROVED BY:

CONSULTANT ACCEPTANCE:

Date _____

Date _____

EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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§7100 PURPOSE

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

§7101 RESPONSIBILITIES OF BOARD MEMBERS

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

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

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

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

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

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

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

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

§7104 GIFTS

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

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

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

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

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

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

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

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

§7106 USE OF CONFIDENTIAL INFORMATION

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

§7107 POLITICAL ACTIVITIES

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

§7108 IMPROPER ACTIVITIES

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

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

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

MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action.

Motion - 1/17/96;

§7110 VIOLATION OF POLICY -- DIRECTORS

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

§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

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

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

EXHIBIT "B"

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

Company:

Name:

Address:

Phone:

Tax I.D. #

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

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “)

5. Consultant Representative: _____