



**Municipal Water District of Orange County**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**For**

**Professional Services**

**For**

**On-call Technical Services to Support Reliability Planning,  
Engineering & Resource Development**

**RFQ ENG. 2021 (REVISED)**

**Questions for clarification by email only are due by March 18, 2021.**

**Proposals will be received until: 4:00 pm March 25, 2021.**

**Electronic Submittals must be less than 10 Megabytes (MB)**



February 8, 2021

**On-Call Technical Services to Support Reliability Planning, Engineering & Resource  
Development**

**REQUEST FOR QUALIFICATIONS (RFQ)**

---

**Contents**

1	Introduction.....	4
1.1	Who We Are .....	4
1.2	Background.....	4
1.3	Definitions .....	4
1.4	Statement of Need and Intent.....	5
1.5	Request for Qualifications Background.....	5
1.6	Areas of Focus .....	5
1.7	General Information.....	8
1.8	Scope of Services .....	8
1.9	Additional As-Needed Services.....	9
2	Request for Qualifications Submittal Requirements: .....	9
2.1	Instructions for Qualifications Submittal.....	9
2.2	Required Response Items.....	10
2.3	Submittal Due Date.....	11
2.4	Submitting Documents to MWDOC.....	11
2.5	Schedule of Events .....	11
2.6	Requests for Clarification .....	11
3	Evaluation Criteria .....	11
3.1	Minimum Qualifications .....	12
3.2	Evaluation Process Overview .....	12
3.2.1	Selection Criteria .....	12
4	Agreement Terms .....	13
5	General Conditions .....	13
5.1	Reserved Rights .....	13
5.2	Hold Harmless .....	14
5.3	Public Information .....	14
5.4	Expenses .....	14
5.5	Representations.....	14



February 8, 2021

5.6	Exclusive Negotiations .....	14
5.7	Insurance Requirements .....	14
5.8	Conflict of Interest Statements.....	15
5.9	Fees.....	15
Attachment 1: Example Agreement .....		16



## 1 Introduction

### 1.1 Who We Are

The Municipal Water District of Orange County (hereinafter referred to as “MWDOC”) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911. MWDOC’s mission is to provide reliable, high-quality water supplies from Metropolitan Water District of Southern California (Metropolitan) and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for Orange County. MWDOC efforts are focused on sound planning and appropriate investment in water supply reliability, regional delivery infrastructure, water use efficiency programs, and emergency preparedness. MWDOC, headquartered in Fountain Valley, is governed by a seven-member elected Board of Directors, with each Board member representing a specific division of the County.

Local water supplies meet nearly two-thirds of Orange County’s total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through the Metropolitan Water District of Southern California (Metropolitan). MWDOC, as a Metropolitan Member Agency, delivers this water to 28 member agencies (local water agencies and city water departments), which provide retail water services to the public. The population served is approximately 2.3 million consumers in a 600 square mile area.

Additional information about MWDOC is available at [www.mwdoc.com](http://www.mwdoc.com)

### 1.2 Background

MWDOC is requesting qualifications from qualified Respondents, to establish a pre-qualified list for an On-call Technical Services slate of Consultants to support MWDOC’s Reliability Planning, Engineering, and Resource Development. The list shall be valid for three (3) years with options to renew for two (2) one-year periods. MWDOC will be able to award contracts to consultants on this pre-qualified list without the need to reissue various Requests for Qualifications.

### 1.3 Definitions

General terms used in this Request for Qualifications (“RFQ”) are defined as follows:

- **Contract Service Order** or “**CSO**” refers to a project-specific work assignment requested or authorize by MWDOC under the terms and conditions of the Master Agreement.
- **Consultant** refers to any respondent awarded a contract for services under this RFQ.
- **Contract, Master Agreement, or Agreement** refers to a non-project specific, blanket contract between MWDOC and prime consultant.
- **Respondent** refers to any firm or respondent team submitting a response to this RFQ. A Respondent may consist of a prime consultant, if selected by MWDOC for pre-qualification and contract award, and any associated sub-consultants.
- **Response** refers to a respondent’s submittal in response to this RFQ.



#### 1.4 Statement of Need and Intent

MWDOC seeks responses from qualified Respondents interested in a Contract to provide Reliability Planning, Engineering, and Resource Development professional services on an as-needed basis.

It is the intent of MWDOC develop an On-call Technical Services slate of Consultants. MWDOC will award separate Contracts to the highest-scoring Respondents for as-needed services on diverse and multiple projects. Each Contract will have a term of three years, with two one-year options to extend the Contract term. There is no guarantee of a minimum amount of work or compensation for any of the Respondents selected for Contract award.

Work shall be assigned by Contract Service Order (“CSO”) and MWDOC will negotiate the specific scope of services, budget, deliverables, and timeline for each CSO it issues. Each CSO shall include a scope of services, timeline, and a not-to-exceed fee. Respondents should be prepared to provide services for an entire project, several projects, and/or part of a project or for any project phase.

Based on MWDOC’s experience with prior as-needed professional services contracts, several types of professional disciplines and work may be required. Consultants may be required to perform analysis, studies, and investigations; monitor issue progress, prepare reports and preliminary plans; develop cost estimates; negotiate with regulatory agencies; and perform field inspections for various types of issues.

These services are required to address MWDOC’s fluctuating needs when existing MWDOC staff are unavailable to perform such work or when highly specialized expertise is required that current staff does not possess.

#### 1.5 Request for Qualifications Background

Respondents to this RFQ may provide qualifications for services to one or multiple projects or areas of focus. MWDOC will evaluate Respondent qualifications, including prior experience, expertise, and other pertinent information, as described herein, for determination of responsiveness and selection of those respondents awarded Contracts. Respondent(s) may be selected for one or multiple areas of focus.

MWDOC has previously solicited and procured contracts for Reliability Planning, Engineering, Resource Development, and related professional services in 2018. All prior respondents to an RFQ for as-needed services, including those previously selected as Consultants, must submit responses to this RFQ in order to be eligible for Contract award.

#### 1.6 Areas of Focus

##### **Water and Environmental Planning / Management – Bay-Delta Activities**

Metropolitan, as a State Water Project (SWP) Contractor, continues to work with the State of California and other SWP Contractors toward modernization of SWP infrastructure in the vast network of waterways comprising the Sacramento-San Joaquin Delta (Delta) that collects and



February 8, 2021

moves fresh affordable water to homes, farms, and businesses throughout major regions of the state from the Bay-Delta area to Southern California. MWDOC, as a Metropolitan Member Agency, supports these efforts which are critical to the health of the District's communities and the success of California's economy. Multiple issues surround SWP modernization efforts including seismic, climate change, sea level rise, regulation and environmental management, cost, and water operations management.

Consultant(s) may be tasked to assist with monitoring and reporting on various Water and Environmental Planning / Management issues in the Sacramento – San Joaquin River Delta area including analysis of water quality and water management, habitat restoration and environmental management, regulations, SWP costs, operations and deliveries, and issues involving the development of the Delta Conveyance Project.

### **Engineering - Impacts of Future Base-Loaded Water Supply Projects on the OC Water System**

A variety of projects are currently under consideration for development and integration into the existing Orange County water system.

An identified issue of concern is the proper integration of future base-loaded water projects. With the completion of recent projects such as the Baker Treatment Plant, and the Ground Water Replenishment System (GWRS) expansion currently nearing completion; the ability to add base-loaded supply projects to the Orange County water system may be limited particularly during lower water demands of the winter months. Integration of new supplies will need to take into consideration avoiding offsetting demands of existing base-loaded water supply projects and also how water quality may be affected in the regional system over time.

MWDOC, through consultant Black & Veatch, has recently completed the Orange County Regional Distribution System Hydraulic Model on Innovyze's InfoWater platform to allow for analysis of hydraulic and water aging issues of the regional conveyance system.

Consultant(s) may be tasked to assist with development of scopes of work and conduct hydraulic and/or water aging analyses of various integration issues and/or water quality issues resulting from various planning scenarios and/or maintenance and operational issues. Additionally, Consultant(s) may be tasked to develop additional water quality modeling tools to supplement the Orange County Regional Distribution System Hydraulic Model.

### **Engineering -Program and Construction Management Services (ADDEDSECTION)**

MWDOC's Administration Building is currently undergoing a seismic retrofit and remodel. Completion of this project is anticipated in October 2021. A subsequent Tenant Improvement project to remodel the staff break room and kitchen area is currently under review. Consultant(s) may be tasked to assist with the development of scopes of work, and provide a number of services which may include;

- Project Management of Planning and Design Tasks
- Coordination and Preparation of Construction Documents
- Preparation of Engineering Cost Estimates



February 8, 2021

- Preparation of Construction Bid Package
- Public Works Bid process management, including project advertisement, and responding to inquiries.
- Evaluation of General Contractor Bids and Recommendation of General Contractors
- Construction Management (including daily inspections and reviewing and resolving RFIs)
- Construction Change Orders and Shop Drawings, Reviewing and Approving Contractor Applications for Payment
- Project Close-Out Activities Involving Resolution of Punch-Lists and Approval of Final Payment to Contractors

### **Water Reliability Planning – Economic Analysis of Regional Projects in Development**

Several water supply projects are currently under consideration which may impact Orange County. MWDOC's Board may wish to evaluate the economic benefits of various projects from an Orange County perspective.

These projects may include:

- a. Poseidon Huntington Beach Ocean Desalination Project
- b. Doheny Ocean Desalination Project
- c. Metropolitan Regional Recycled Water (Carson) Program
- d. Orange County Water District (OCWD) groundwater basin pump-in to the East Orange County Feeder No. 2 (EOCF#2)
- e. OCWD West Orange County Wellfield pump-in to the West OC Water Board (WOCWB) pipelines or other pipeline(s).
- f. Delta Conveyance Project
- g. Various Water Banking and Exchange Programs

Consultant(s) may be tasked to assist with the development of scopes of work and to evaluate the economic benefits of various local and regional projects affecting Orange County.

### **Water Reliability Planning – Updates to Orange County Water Reliability Study**

Over the past several years, MWDOC has spearheaded the Orange County Water Reliability Study, an effort to evaluate Orange County's current and future water demands and supplies under several Scenarios to "test" portfolios of projects for improving the reliability of water supplies for the future. The study effort considers actions by Metropolitan regarding potential future projects Metropolitan may implement including water use efficiency efforts as well as projects that can be implemented in Orange County and projects that can be implemented by other Metropolitan Member Agencies (noting that all supply projects improve regional reliability by offsetting regional demands). The first study was completed in 2016. An updated effort was completed in December 2018 which included evaluations of potential local projects for South Orange County. Future updates to the Water Reliability Study are anticipated largely driven by changes in water demand forecasting, improved understanding of climate change and seismic risks, and water supply project projections.



February 8, 2021

Consultant(s) may be tasked with assisting in the development of scopes of work, conducting analysis on a variety of water reliability planning issues from an Orange County perspective, and assistance with completion of future Orange County Water Reliability Study updates.

### **Water Reliability Planning – Implications of Local Projects on the Imported Water System**

MWDOC is interested in the implications of local projects on future Metropolitan water purchases, the potential for stranding existing facilities, and actions needed to maintain healthy and robust water quality; with specific recommendations for low flow periods, and for integration of ocean desalination projects, to ensure appropriate water quality throughout the Orange County water system and to avoid unintended impacts to home plumbing systems. Some of these issues are addressed during Reliability Study updates, and some of these issues will need to be analyzed separately.

Consultant(s) may be tasked to assist with the development of scopes of work and to conduct hydraulic, water quality, and/or economic benefit-cost analyses of multiple potential scenarios to develop a better understanding of regional impacts.

## 1.7 General Information

The scope of services described below is intended as a general guide to the work MWDOC expects to be performed under the prospective contracts and is not a complete detail listing of all services that may be required or desired.

Each Respondent should demonstrate its capabilities with particular area of focus on the requirements stated in Section 3 therein. Responses that do not meet or exceed the minimum qualifications will not be evaluated or eligible for contract award.

MWDOC will negotiate the specific CSO scope of services, budget, deliverables, and timeline with qualified Respondents selected for Contract negotiations. There is no guarantee of a contract award, minimum amount of work, or compensation for any Respondent(s) selected for contract negotiations.

The selected Consultant(s) must provide effective program management and timely submission of deliverables and invoices to MWDOC. The Consultant(s) must ensure that it is able to manage all contract communication and administrative responsibilities promptly and effectively. MWDOC will evaluate the Consultant's performance levels throughout the Contract duration to assure that these performance levels are maintained.

## 1.8 Scope of Services

Due to the nature of as-needed services, MWDOC will not define in advance the specific scopes of work for the subject contracts. The following types of work and disciplines are those MWDOC anticipates requiring as part of this On-Call Services Program. MWDOC does not guarantee that any or all of the following categories will be required; this table serves only as a guide.





CATEGORIES
<b>Water and Environmental Planning / Management (Bay-Delta Activities):</b> Analysis and monitoring of various Water and Environmental Planning / Management issues in the Sacramento– San Joaquin River Delta (Delta) including; water quality and water management, habitat restoration and environmental management, regulations, State Water Project costs, operations, and delivers, and issues involving the development of the Delta Conveyance Project.
<b>Engineering:</b> Hydraulic and water quality modeling including use of the OC Distribution System Hydraulic Model built on Innovyze’s InfoWater platform. Water Quality issues of concern include water aging and chloramine residuals. Development of additional water quality analysis tools.
<b>Engineering:</b> Analysis and resolution of water distribution system and water quality issues.
<b>Engineering:</b> As-needed Geographic Information Systems (GIS) and mapping services.
<b>Water Reliability Planning:</b> Economic Analysis of various water supply, water banking, and water exchange projects from an Orange County perspective.
<b>Water Reliability Planning:</b> Water demand and supply forecasting for Southern California, including planning strategies for climate change and seismic risk.
<b>Water Reliability Planning:</b> Analysis of various water management policies and practices at the Federal, State, and local levels.
<b>Water Reliability Planning:</b> Water rate analysis and forecasting.
<b>Water Reliability Planning:</b> Analysis and monitoring of various Water and Environmental Planning and Management issues for the Colorado River Watershed including; water quality and water management.

### 1.9 Additional As-Needed Services

Subject to MWD OC’s approval, the Contract(s) awarded under this RFQ, for the On-call Technical Services slate of Consultants, may be amended to include further as-needed assistance from the Consultant(s) related to the services described in this RFQ. The scope and cost of as-needed services will be determined and negotiated by MWD OC.

## 2 Request for Qualifications Submittal Requirements:

### 2.1 Instructions for Qualifications Submittal

The RFQ proposals including all required response items need not be voluminous. Complete proposal package shall be no greater than 10 MB when put into electronic format.

In addition to the proposal package, the following can be included as separate file attachments and will not be counted toward the 10MB submittal size limitation:



February 8, 2021

- Professional resumes for all key personnel proposed for assignment, including key personnel availability (maximum one page per person).
- Standard billing rates.
- Issues the Respondent/Consultant may have with MWDOC's Standard Consulting Agreement.

## 2.2 Required Response Items

### Cover Letter (one page)

**Section 1:** Identify Firm(s) including name, address, phone number and contact person regarding this RFQ (one page).

**Section 2:** Provide an organizational chart identifying disciplines, specific key personnel, and role of those who may be assigned to projects within the area(s) of expertise the Respondent wishes to be considered for (up to two pages).

**Section 3:** Description of Firm(s) - areas of expertise, length of time in business, number, and area(s) of specialty of key personnel, and proposed team(s). **Respondents can submit qualifications for one area of focus or multiple areas** (Bay Delta Area Water and Environmental Management, Engineering, Resource Development, Water Reliability Planning).

**Section 4:** Firm's capacity - Provide resumes and workload for people assigned to this effort-refer to staff listed in Section 2 (maximum one page per person, resumes can be attached separately).

**Section 5:** Detail firm's quality control process with regard to project management and project administration (one page).

**Section 6:** Copy of firm's current professional liability or errors and omissions insurance (one page).

**Section 7:** Describe what makes your firm uniquely qualified for this work (up to three pages).

**Experience** – Demonstrate the firm's expertise in **any one or multiple areas** of expertise including:

**Engineering** - In-depth knowledge and experience with water distribution design, water distribution operations, hydraulic and water quality modeling, **water metering**, desalination design, desalination operations, resolution of distribution system and water quality issues. Particular emphasis will be weighted in the engineering expertise area toward Respondent firms' knowledge and experience area with:

1. Metropolitan's large diameter pipeline design and specifications requirements, and water metering
2. Metropolitan Engineering, Operations and Water Quality protocols and procedures
3. Maintenance issues, hydraulic control, and hydraulic transients control

**Water Reliability Planning** – In-depth knowledge and experience in environmental and water resource management, water demand forecasting for Southern California,



February 8, 2021

economic analysis of water reliability projects, climate change impacts in California and the Colorado River Watershed, water management policies, practices, and economics. Expertise and understanding of Metropolitan is preferred.

**Water and Environmental Planning / Management (Bay-Delta Activities)** – In-depth knowledge and experience with Sacramento– San Joaquin River Delta issues regarding planning and management of habitat ecosystems, water quality and water management, State Water Project planning and operations, the Delta levees, and the Delta Conveyance Project; including climate change and seismic risks. Expertise in analysis and planning of Greenhouse gas emissions and State targets, as well as Bay-Delta habitat restoration is preferred.

### 2.3 Submittal Due Date

Proposals shall be submitted in electronic form by the time and date noted on the cover page.

### 2.4 Submitting Documents to MWDOC

Proposals shall be submitted in electronic form via email to Charles Busslinger at MWDOC [CBusslinger@MWDOC.com](mailto:CBusslinger@MWDOC.com). Submission must include the following subject line: **RFQ ENG. 2021: Submission.**

### 2.5 Schedule of Events

The schedule below may be modified as necessary by MWDOC.

<b>Date for Selection of Shortlisted Firms:</b>	April 8, 2021
<b>Potential Interview Dates:</b>	April 12 – April 21, 2021
<b>Board Consideration of Approval of On-Call Contract Slate:</b>	May 19, 2021

### 2.6 Requests for Clarification

Respondents requesting clarification pertaining to this RFQ must submit all requests by the date on the Cover Page to Charles Busslinger, at [CBusslinger@mwdoc.com](mailto:CBusslinger@mwdoc.com). Request for clarification through email must include the following subject line: **RFQ ENG. 2021: Request for Clarification.** Only email submittals will be addressed by MWDOC. Voicemail requests for clarification will not receive a follow-up response. MWDOC reserves the right to exercise its option not to answer questions related to this RFQ.

## 3 Evaluation Criteria

This section describes the criteria that will be used for analyzing and evaluating the Responses. Respondents selected for qualification or subsequent contract negotiations will not be guaranteed a contract. This RFQ does not in any way limit MWDOC’s right to solicit contracts for similar or identical services if, in MWDOC’s sole and absolute discretion, it determines the Responses are inadequate to satisfy its needs.



### 3.1 Minimum Qualifications

Any Response that does not demonstrate that the Respondent meets the requirements stated in Section III, by the Response deadline will be considered non-responsive and will not be evaluated or eligible for subsequent award of any contract.

Based on a combination of the consultant’s qualifications **and** the response to this RFQ, MWDOC will select the Respondent(s) best qualified to assist with the work and then will negotiate Contract authorizations.

### 3.2 Evaluation Process Overview

Responses that satisfy the requirements referenced above will be evaluated and scored. MWDOC will appoint an Evaluation Panel responsible for evaluating and scoring Responses based upon the evaluation criteria described below. Thereafter, based upon the Evaluation Panel’s scoring of RFQ submissions, MWDOC staff will make a recommendation for an On-call Technical Services slate of Consultants to the MWDOC Board.

#### 3.2.1 Selection Criteria

Evaluation Criteria	Points	
	Written Submittal	Oral Interview
<b>As-Needed/Technical Approach</b>	20	20
Understanding of the nature and implementation of On-call Professional Services Contracts required by MWDOC; Approach to addressing and completing the tasks to be assigned on an as-needed basis; Project Management capability and understanding of as-needed Contract Administration; and Demonstrated ability to work with MWDOC as a team; including other hired consultants.		
<b>Prime Consultant and Team Experience</b>	30	30
Expertise of the Consultant/Team in the fields necessary to complete the tasks listed in this RFQ; Experience and results with similar professional services contracts involving the nature of work anticipated under this RFQ; and Demonstrated capability to complete deliverables within the agreed budget and timeline. Depth of available sub-consultant resources in each specified discipline and commitment to the contract.		
<b>Assigned Project Staff</b>	20	20



Relevant experience of staff assigned to the type of work anticipated in the RFQ; Professional qualifications Availability of assigned staff; and Demonstrated capability in producing cost-effective project results.		
<b>Organization</b>	20	20
Current workload and resources; Capacity and flexibility to complete high quality work in a timely manner; Ability to perform on short notice; and Presentation, clarity, organization of submittal, and responsiveness to project approach submittal requirements.		
<b>Contracting Processes</b>	10	10
Demonstrated commitment to cost effective and accountable contracting processes		
<b>TOTAL POINTS</b>	<b>100</b>	<b>100</b>

## 4 Agreement Terms

Agreement(s) for the On-call Technical Services slate of Consultant shall be valid for three (3) years with options to renew for two (2) one-year periods. MWDOC will be able to award Contracts to Consultants on this pre-qualified list without the need to reissue various Requests for Qualifications.

The selected Respondent(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.

This request does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of proposals, or to proceed with any project.

## 5 General Conditions

### 5.1 Reserved Rights

MWDOC reserves the right to:

- Modify or cancel the selection process or schedule at any time.
- Waive minor irregularities.
- Negotiate with any qualified Respondent.
- Reject any and all responses to this RFQ and to seek new proposals when it is in the best interest of MWDOC to do so.



February 8, 2021

- 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.
- Evaluate the proposals as to their veracity, substance and seek clarification or additional information from respondents and independent sources as it deems necessary to evaluate the responses.

## 5.2 Hold Harmless

By participation in this RFQ process, Respondents agree to hold harmless the Board of Directors of MWDOC, its officers, employees, and consultants from all claims, liabilities and costs related to all aspects of the selection process.

## 5.3 Public Information

All documents, conversations, correspondence, etc. between MWDOC and Respondents, including all information contained in proposals submitted in response to this solicitation, are public information subject to the laws and regulations concerning disclosure which may be subject to the California Public Records Act (Government Code Section 6250 et seq.), unless specifically identified otherwise.

## 5.4 Expenses

All expenses related to any response to this RFQ, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that Respondent. MWDOC will not directly, or indirectly, assume responsibility for these costs. All proposals submitted become the property of MWDOC.

## 5.5 Representations

Information referenced in this RFQ or otherwise made available by MWDOC staff or consultants, is provided for the convenience of the Respondents only. MWDOC does not warrant the accuracy or completeness of this information.

## 5.6 Exclusive Negotiations

MWDOC reserves the right to hold exclusive negotiations that may differ from the terms and conditions originally solicited or offered. MWDOC may discuss or negotiate with Respondent(s) prior to award to complete the selection process to enable a recommendation to be made to MWDOC's General Manager, Board Committee, or Board.

## 5.7 Insurance Requirements

Respondent(s) must be capable of complying with all insurance requirements as stated in MWDOC's Standard Consulting Agreement (see Attachment 1). Please review MWDOC's Standard Consulting Agreement and note in your proposal if any modifications are needed in order to ensure compliance.



February 8, 2021

#### 5.8 Conflict of Interest Statements

Respondent(s) must be capable of complying with all Conflict-of-Interest Statements as stated in MWDOC's Standard Consulting Agreement (see Attachment 1). Please review MWDOC's Standard Consulting Agreement and note in your proposal if any modifications are needed in order to ensure compliance.

#### 5.9 Fees

MWDOC will begin contract negotiations with the Respondent(s) determined to be the most qualified. In the event that a contract cannot be negotiated with the first Respondent selected, MWDOC reserves the right to negotiate with the next qualified Respondent(s) until a contract can be reached.



February 8, 2021

## Attachment 1: Example Agreement

MWDOC Standard Consulting Agreement



## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated \_\_\_\_\_, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES**."<sup>1</sup> **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**

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

---

<sup>1</sup> 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.

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  
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 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

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

#### E. **Billing Records**

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

### IV **DOCUMENTS**

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

### V **TERMINATION**

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

### VI **INSURANCE REQUIREMENTS**

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

#### A. **Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

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

#### B. Professional Liability Insurance

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

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

#### C. Other Insurance

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

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

#### D. Expiration of Coverage

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

## **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** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **IX PERMITS AND LICENSES**

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

## **X LABOR AND MATERIALS**

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

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

## **XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

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

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures

thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

### **C. Protections to Ensure Control Over Materials**

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

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

## **XII OWNERSHIP OF DOCUMENTS AND DISPLAYS**

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

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

**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.

**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:** \_\_\_\_\_

**Contract Amt.:** \_\_\_\_\_

**Purchase Order #** \_\_\_\_\_

## EXHIBIT "A"

<b>ETHICS POLICY</b>	<b>§7100-§7110</b>
----------------------	--------------------

### **§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**

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
--

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 25<sup>th</sup> 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: \_\_\_\_\_