



REQUEST FOR PROPOSALS – PA-2025-001

For

Professional Services

For

**Design, print, and delivery services for
Consumer Confidence Reports**

RFP Release Date: January 16, 2025

Proposal Due Date: 5:00 pm PDT, February 17, 2025

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

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Design, print, and delivery services for Consumer Confidence Reports

I. Introduction

The Municipal Water District of Orange County (MWDOC) is a regional wholesale water provider and resource planning agency for 2.4 million Orange County residents. MWDOC purchases imported water from the Metropolitan Water District of Southern California and sells it to its 27 member agencies - 26 retail water agencies (RWAs) – and one (1) wholesale groundwater supplier. MWDOC is governed by a seven-member elected Board of Directors. To learn more about MWDOC, please visit www.mwdoc.com.

This Request For Proposals (RFP) invites Proposals from qualified design and print vendors (Vendor) to produce and deliver high-quality, professionally designed Consumer Confidence Reports (CCRs), also known as Water Quality Reports, for participating RWAs. The preparation of CCRs is required by the U.S. Environmental Protection Agency (EPA) [Health & Safety Code §116470](#) and [California Code of Regulations, Title 22, Article 20](#). The EPA requires CCRs to be produced annually and delivered to all drinking water customers. The awarded Vendor will collaborate with MWDOC and its RWAs to provide the professional services detailed below.

As shown in Figure 1, MWDOC will take the lead by working directly with the chosen Vendor(s) (the company that will handle design, printing, and mailing) and the RWAs. MWDOC will help the RWAs sign up to participate through a simple process. Once each RWA officially signs up, the Vendor will receive permission to start providing services to the participating RWAs. The Vendor will send invoices to MWDOC for the work they complete for all participating RWAs. These invoices will include billing details, including work completed, the current and previous billing amount totals for each participating RWA, and indicate the remaining funding available for each RWA.

Figure 1. Contractual Structure of Design, Printing, and Mail Service Project



The selected Vendor should be aware that the tasks defined in the Scope of Work below are initial tasks and additional tasks may be added on an individual participating RWA basis over time.

II. Background

CCRs are annual drinking water quality reports that the EPA requires to ensure that community water systems provide residents with information about their local drinking water. **Water suppliers must deliver these reports each year by July 1.**

The CCR includes vital details about the sources of drinking water, such as lakes, rivers, aquifers, or other sources. It summarizes the risk of contamination to the water supply, lists any regulated contaminants found, and explains the potential health effects of contaminants that exceed EPA standards.

The report also describes actions taken by the water system to restore safe drinking water, provides educational information for vulnerable populations on avoiding contaminants, and offers insights on specific contaminants such as nitrates, arsenic, or lead if these are a concern in the service area. Additionally, the CCR includes phone numbers for more information, including the EPA's Safe Drinking Water Hotline at 1-800-426-4791. While state reports may include additional information, they must comply with federal requirements to provide the basic details outlined.

For more information

- Read EPA's [Understanding Your Annual Water Quality Report](#) (1 pp, 585 K, [About PDF](#))
- Read the Centers for Disease Control and Prevention's [Guide to Understanding Your CCR](#)
- Learn about the [CCR rule and history](#)
- Understand [water system CCR requirements](#)

MWDOC provides RWAs with an engineering consultant firm to complete the collection of the required data for their CCRs. This RFP's objective is to formalize and streamline the design, printing, and mailing services while also helping RWAs with the vetting process for these services.

III. Scope of Services

MWDOC proposes hiring a Vendor to provide services to MWDOC and potentially up to 30 RWAs in Orange County, California for the design, printing, and mailing of CCRs. However, the final number of participating RWAs is not guaranteed. Due to the range of RWA familiarity with the Regulation requirements, availability of staff resources, and service area size, MWDOC anticipates the need to customize services to each participating agency.

Description of Work

Task 1 – Graphic Design

Objective: The selected Vendor will provide graphic design, typography, content writing, and print preparation for digital and print media tailored to each RWA's CCR.

Details: The scope of work for CCR graphic design and content writing services for participating RWAs includes creating a professional report (see attachment C for an example) that aligns with EPA requirements while accommodating each RWA's specific needs. The graphic design component includes typography, research, written content, photo acquisition, coordination and management of the projects, and print preparation. The design must incorporate EPA-mandated language and required graphical elements, such as water quality tables and charts, ensuring accessibility and readability for diverse audiences.

Additionally, the selected Vendor will collaborate with MWDOC, the engineering consultant, and participating RWAs to seamlessly integrate data, statistics, and agency-specific content into the CCR. Written content (other than the required content provided by the engineering consultant) will be provided by the Vendor through research of EPA, California State Water Resources Control Board, Division of Drinking Water (DDW), and Orange County-specific information that will inform customers on water information that would be of benefit. The Vendor is also responsible for proofreading and verifying the accuracy of all information to ensure compliance with regulatory standards, which will be sent to the engineering consultant for final verification. The Vendor will provide a notification postcard for RWAs who distribute their CCR electronically and/or print-ready files in one of two formats (8-page, 8 ½ x 11, stapled OR 4-page, 8 ½ x 11, tri-fold) based on the needs of the RWAs.

Deliverables for Task 1:

- The selected Vendor will coordinate with each participating RWA and provide graphic design, typography, content writing, and print preparation for digital and print media. The vendor will use a standard layout for all RWAs that can be customized with each RWA's information.
- The selected Vendor will prepare a digital file (PDF) for each participating RWA.
- The selected Vendor will prepare print-ready files for each participating RWA report.
 - Notification Postcard – for agencies who distribute the CCR electronically (5 ½ x 8 ½)
 - Report – two possible formats (8-page, 8 ½ x 11, stapled OR 4-page, 8 ½ x 11, tri-fold); format selected by RWA

Task 2 – Printing Services

Objective: The selected Vendor will print high-quality CCRs in one of two different formats for each participating RWA to be distributed to their service area residents.

Details: The printing services for the CCRs involve two key deliverables – an optional postcard and a required CCR in one of two formats selected by the participating RWA.

Postcard - sized 5 ½ x 8 ½ inches, to notify consumers in the service area of the CCR's digital availability. This postcard will be required for agencies that distribute the CCR electronically, with quantities specified for the entire service area.

CCR - printed in one of two formats based on the agency's preference: an 8-page, 8 ½ x 11-inch report stapled or a 4-page, 8 ½ x 11-inch tri-fold version. Quantities for the printed reports will vary depending on the distribution method—either covering the entire service area or approximately 100 copies for agencies that distribute the CCR electronically.

Deliverables for Task 2:

- The selected Vendor will prepare and present a notification Postcard for RWA review and approval (suggested parameters)
 - Quantity to be determined by each RWA
 - Finished Size: 8.5" x 5.5"
 - Stock: 120# Cover Silk
 - Ink: 4/4 with Matte AQ
 - Bindery: Trim and carton pack
- The selected Vendor will prepare and present a full Report for RWA review and approval
 - Two formats (suggested parameters)
 - 8-page, 8 ½ x 11, stapled **OR**
 - 4-page, 8 ½ x 11, tri-fold

Task 3 – Mail Prep

Objective: The selected Vendor will coordinate the delivery of printed materials to every mailing address in the service area of participating RWAs.

Details: The selected Vendor will coordinate the mail prep and delivery of printed notification postcards or CCRs for each participating RWA. The Vendor will be required to prepare the postcards/CCR for processing, sorting, and delivery to every mailing address according to each RWA's service area.

The selected Vendor will prepare the postcards/CCR for mailing according to USPS requirements. The Vendor will then be responsible for timely delivery of the postcards/CCR to the designated post office or mail house for final processing and distribution to recipients. This includes coordinating with the post office or mail house to ensure that the mail is delivered efficiently and in compliance with the established EPA deadlines. Coordination with the RWAs is essential to ensure the delivery deadlines are met for every participating agency.

Postage will be billed separately.

Deliverables for Task 3:

- The selected Vendor will ensure the appropriate quantities of printed postcards/CCR are ready for each RWA service area.
- The selected Vendor will prepare for simplified mailing, tray, and deliver to the post office or mail house.

Summary of Tasks

Task	Objective	Deliverables
Task 1 – Graphic Design	The selected Vendor will provide graphic design, typography, written content, and print preparation for digital and print media tailored to each RWA CCR.	<ul style="list-style-type: none">• Digital file (PDF) for each participating RWA.• Print-ready postcards and/or CCRs for each participating RWA.
Task 2 – Printing Services	The selected Vendor will print high-quality postcards/CCRs in for each participating RWA to be distributed to their service area residents.	<ul style="list-style-type: none">• Notification Postcard• Full Report - Two formats available
Task 3 – Mail Prep	The selected Vendor will coordinate the delivery of printed materials to every mailing address in the service area of participating RWA service areas.	<ul style="list-style-type: none">• Ensure the appropriate quantities of printed notification postcards/CCRs are ready for each RWA service area.• Prepare for simplified mailing, tray, and deliver to the post office or mail house.

IV. Project Implementation Schedule

The anticipated Project schedule is notated below. The Vendor must provide their anticipated schedule if it deviates from the schedule provided:

Task Description	Date
Release of RFP to Vendors	January 16, 2025
RFP Questions to MWDOC (optional)	January 31, 2025
RFP Q&A to Vendors	February 7, 2025
Proposal Due Date	February 17, 2025
Proposal Review	February 18 – February 28, 2025
Vendor Selection: Committee Consideration	March 3 or 12, 2025
Board Consideration	March 19, 2025
Contract Execution	By March 24, 2025
Contract Work Period	April 2025 – July 2025

V. Information to Be Submitted

The Proposal must be clear and concise, well organized, and should demonstrate your firm and team's 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 that comprehensively defines and describes the proposed approach for conducting Task 1, Task 2, and Task 3. 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 Proposal; if it makes sense to deviate from MWDOC's RFP, the Consultant shall explain why in their Proposal. The Consultant is encouraged to make recommendations that would enhance the overall work, 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 of this work.
- B. **TEAM:** Descriptions of specific experience and capabilities of key team members that are directly relevant to the scope of work.
- C. **REFERENCES:** Description of the 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 three (3) client references that may be contacted by MWDOC, preferably from California, for similar work conducted by the 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 provide assistance to as many as 18 or more RWAs at the same time, please indicate the capacity you could handle.

- E. **DETAILED BUDGET AND SUPPORTING DOCUMENTATION:** The Vendor shall provide a detailed breakdown of the contributions split between the Vendor and any sub-contractors. The Vendor shall also separately identify the costs of all sub-contractors. 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 Vendor 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 Vendor shall recommend areas where the scope of work can be reduced, adjusted, modified, or approached differently to keep costs reasonable. The costs submitted should reflect the economies of scale of having a single contract to provide assistance to a minimum of 18 RWAs simultaneously while having a single point of contact at MWDOC. MWDOC will also use its staff to assist the Vendor in getting information from and to the agencies.

The detailed budget, support documentation, and costs submitted by the Vendor will be used to negotiate a contract, dependent on the number of agencies involved. For the purposes of the Proposal submittal, the Vendor shall assume 18 RWAs participating in Tasks 1-3.

- 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 in Attachment B. Please state in your Proposal your willingness to accept the agreement's 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 vendor, MWDOC will consider your proposed modifications during 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 are not held to a page limit. The scope of work for all Tasks shall not exceed an additional 10 single-sided 8½ by 11-inch pages. The 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. To accommodate emailing the Proposal to the Proposal Review Panel members, the overall 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 vendor and then by MWDOC. A notice to proceed will be issued at that time.

VI. Selection Process and Other Instructions/Limitations

Once the RFP is released, all interested Vendors will have the opportunity to submit questions to MWDOC via email contact regarding the RFP until the deadline listed for “RFP Questions to MWDOC (optional)” under Section IV, “Project Implementation Schedule.” MWDOC will email out a compiled list of all questions and corresponding answers to all Vendors that submitted questions and/or notified MWDOC of interest in receiving the list by the deadline listed for “RFP Q&A to Vendors” under Section IV, “Project Implementation Schedule.”

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/or reference checks
- 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. During the 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.

Based on this process, the PRP will recommend a firm or firms to MWDOC’s Board of Directors for the 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 RFP does not commit MWDOC to retain any Vendors, pay costs incurred in preparing Proposals, or 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 Vendor to provide the goods and/or service as specified, and the Vendor 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 the award to complete the selection process to enable a recommendation 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 that it deems best suited to the interests of MWDOC and its member agencies. It is not bound to accept the lowest price.

The cost of 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:

Nate Shepherd
Public Affairs Coordinator
Work: 714-593-5022
Nshepherd@mwdoc.com

All questions received will be responded to on the deadline listed for "RFP Q&A to Consultants" under Section IV "Project Implementation Schedule." Questions and answers will be compiled into a single living document that will be shared among all prospective respondents. Respondents are asked to notify MWDOC of their interest in responding to the RFP and to provide appropriate contact information by the deadline listed for "Notice of Intent to Submit a Proposal" under Section IV, "Project Implementation Schedule." This contact information will be used to share the Question-and-Answer document during the response period with the respondents who have notified MWDOC.

Proposals must be submitted to Nate Shepherd via e-mail at nshepherd@mwdoc.com by 5:00 pm PDT, February 17, 2025.

Attachments:

- A. Respondent Bid Sheet
- B. MWDOC Standard Professional Services Contract
- C. Sample CCR
- D. Sample Notification Postcard

Attachment A
Design, print, and delivery services for
Consumer Confidence Reports
Respondent Bid Sheet

Company Providing Bid: _____

Contact Person: _____

Contact Phone: _____ Contact Email: _____

Bid Sheet: Tasks 1, 2, and 3	Estimated Cost Per Task Per RWA: (fixed costs only)
Task 1: Graphic Design	
Task 2: Printing Service	
Task 3: Mail Delivery	

*Low and High Levels of Effort are distinguished by the characteristics of the participating RWAs, which can vary by geographic and population size, retailer-specific complexities, and/or data or other resource availability.

**If applicable, provide documentation to describe the additional task(s) you recommend.

Attachment B

STANDARD AGREEMENT FOR VENDOR 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 "**VENDOR**" for _____ hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **VENDOR** 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. Contract Work

DISTRICT hereby contracts with **VENDOR** 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

VENDOR 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**. **VENDOR** 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 **VENDOR**, as an independent contractor, is responsible for paying under federal, state or local law. **VENDOR** 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, **VENDOR** is not eligible to receive overtime, vacation or sick pay. **VENDOR** 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**. **VENDOR** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **VENDOR** 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, **VENDOR** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**. **VENDOR** will determine whether **SERVICES** implicate prevailing wage and if so, pay the applicable prevailing wage rate for all work and comply with all other requirements of the prevailing wage law.

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.

VENDOR represents and warrants that in the process of hiring **VENDOR's** employees who participate in the performance of **SERVICES**, **VENDOR** 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 **VENDOR** 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 **VENDOR** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **VENDOR** 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

VENDOR 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, **VENDOR** 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 **VENDOR**.

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 affected 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 O.C.
Harvey De La Torre
General Manager
18700 Ward Street, P.O. Box 20895
Fountain Valley, CA 92708

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

D. Billing and Payment

VENDOR's fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **VENDOR** 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 **VENDOR** setting forth the reason(s) the invoice was not approved. **VENDOR** 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 **VENDOR** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

VENDOR 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 "C."** In the event of termination:

(1) all work product prepared by or in custody of **VENDOR** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **VENDOR** all payments due under this **AGREEMENT** at the effective date of termination; (3) **VENDOR** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **VENDOR** 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 **VENDOR** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI INSURANCE REQUIREMENTS

VENDOR 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, **VENDOR** 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 **VENDOR** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

VENDOR 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 **VENDOR** and (2) by sub-consultant's upon request by **DISTRICT**.

B. Professional Liability Insurance

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

C. Other Insurance

VENDOR 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 authorized volunteers. **VENDOR's** insurance coverage shall be primary insurance as respects **DISTRICT**, its Directors, officers, agents, employees, attorneys, consultants and authorized volunteers for all liability arising out of the activities performed by or on behalf of the **VENDOR**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its Directors, officers, agents, employees, attorneys, consultants or authorized volunteers shall be excess of the **VENDOR'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 **VENDOR** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **VENDOR'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**, **VENDOR** 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, **VENDOR** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them, jointly and severally, from and against:

- a. Any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of **VENDOR**, its officials, officers, employees, sub-consultants or agents in connection with the performance of the **VENDOR'S SERVICES** or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. **VENDOR's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **VENDOR**, the **DISTRICT**, its Directors, officials, officers, employees, agents, or authorized volunteers.

- b. If **VENDOR's** obligation to defend, indemnify, and/or hold harmless arises out of **VENDOR's** performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, **VENDOR's** indemnification obligation shall be limited to claims and demands of all persons that arise out of, pertain to, or relate to the **VENDOR's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the **SERVICES** under this agreement. **VENDOR** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **VENDOR'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.
- c. 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 **VENDOR**.
- d. 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 **VENDOR** to faithfully perform the work and all of the **VENDOR'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.

VENDOR shall immediately defend, at **VENDOR'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.

VENDOR 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.

VENDOR 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.

VENDOR'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.

Notwithstanding anything to the contrary in this Agreement, **VENDOR** is not obligated to indemnify, hold harmless, or defend **DISTRICT** against any claim (whether direct or indirect) if such claim or corresponding loss arises out of or result from **DISTRICT's**: (1) active negligence

or more culpable act or omission (including recklessness or willful misconduct); (2) bad faith failure to comply with any of its obligations set forth in this Agreement; or (3) use of the deliverables in any manner that does not materially conform with the usage instructions, or guidelines, or specifications.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

VENDOR 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 **VENDOR**. None of the items referenced in this section shall be reimbursable to **VENDOR** under the **AGREEMENT**. **VENDOR** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

X LABOR AND MATERIALS

VENDOR 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**. **VENDOR** 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 **VENDOR'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. **VENDOR** 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

VENDOR understands that all documents, records, reports, data, or other materials (collectively “**MATERIALS**”) provided by **DISTRICT** to **VENDOR** 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 **VENDOR** and that are utilized or produced by **VENDOR** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

B. No Disclosure of Confidential Materials

VENDOR 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**. **VENDOR** 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. **VENDOR** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **VENDOR** 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 **VENDOR** 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 **VENDOR’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 Program. **VENDOR** 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 **VENDOR** utilizes any of its property (including, without limitation, any hardware or software of **VENDOR** or any proprietary or confidential information of **VENDOR** or any trade secrets of **VENDOR**) in performing **SERVICES** hereunder, such property shall remain the property of **VENDOR**, and **DISTRICT** shall acquire no right or interest in such property.

VENDOR hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **VENDOR's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **VENDOR** under this agreement. **VENDOR** 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** whom the **DISTRICT** knows or has reason to know are violating this policy. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **VENDOR** 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 ELECTRONIC SIGNATURES

Notwithstanding any grant obligation to the contrary, the Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be

the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this **AGREEMENT** or any related contract or other document necessary for the performance of this **AGREEMENT** including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders and notices.

XVI 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.

XVII 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.

XVIII COMPLIANCE WITH FEDERAL REQUIREMENTS

VENDOR acknowledges that some portion of the funding from this **AGREEMENT** and/or the program to which the **VENDOR's** services will contribute has been provided by one or more federal agencies. **VENDOR**, by execution of this **AGREEMENT**, declares that all relevant times it will be and/or act in compliance with requirements imposed on such federally assisted programs, as stated in **Exhibit "C"** hereto.

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:

Harvey De La Torre, 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"

ETHICS POLICY	§7100-§7110
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§7100 PURPOSE

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

§7101 RESPONSIBILITIES OF BOARD MEMBERS

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

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

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

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

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

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

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

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

§7104 GIFTS

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

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

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

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

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

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

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

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

§7106 USE OF CONFIDENTIAL INFORMATION

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

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within

their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

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

§7110 VIOLATION OF POLICY -- DIRECTORS

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

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

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

M-12/21/05

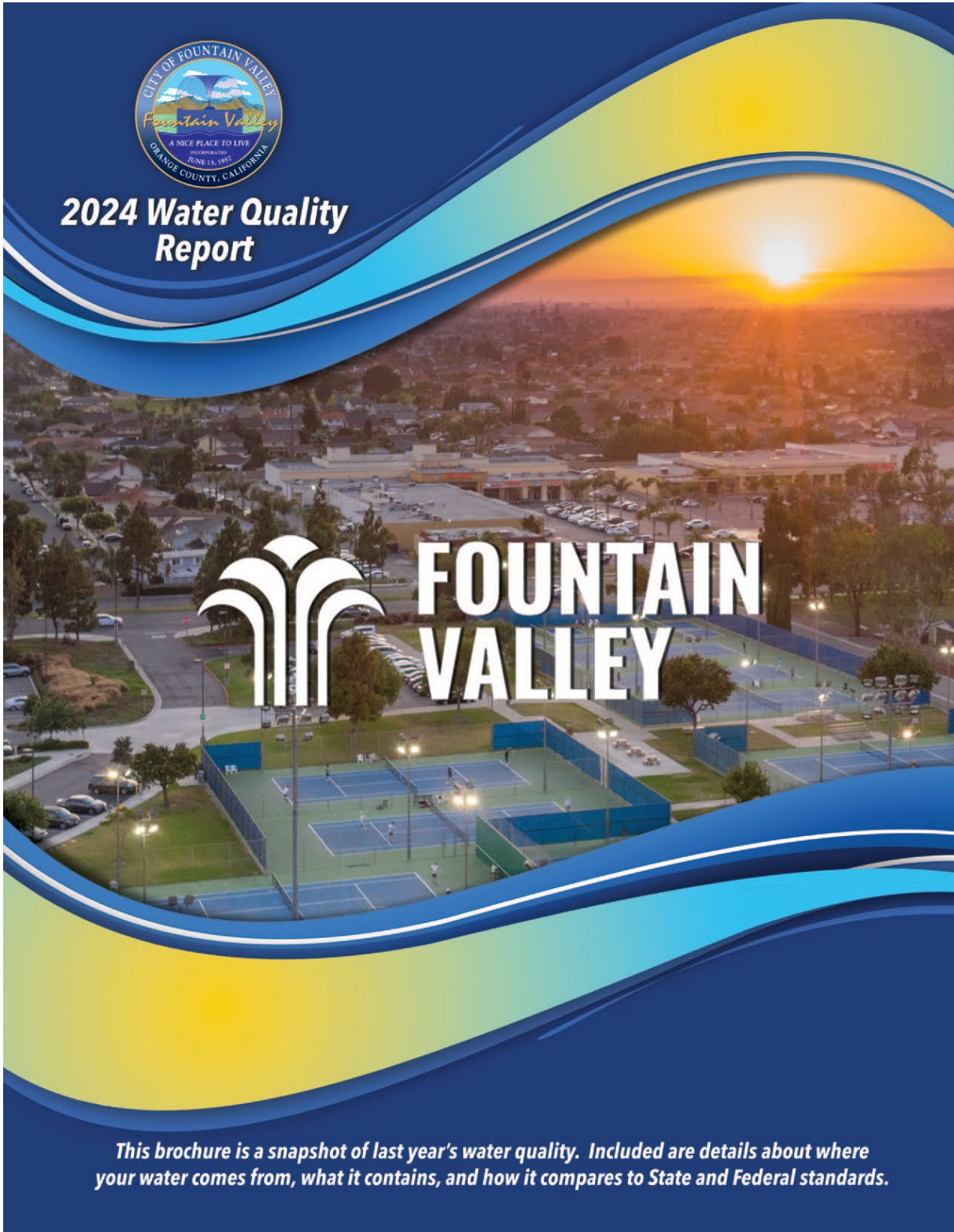
Please note: If using Consultant's Proposal as Exhibit "B", please attach the Proposal or complete the standard Exhibit "B" Form below. BOTH Parties must verify that all sections of this form are FULLY ADDRESSED, and the appropriate Exhibit is attached and labeled accordingly EXHIBIT "B"

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 - \$_____. **VENDOR's** fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.
 3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$_____.
- Upon invoicing **DISTRICT** 80% of the contract amount, **VENDOR** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.
4. Scope of Work/Services – (Insert description) _____
 5. Consultant Representative: _____

Attachment C
Sample 2024 Water Quality Report (one RWA)



Your 2024 Water Quality Report

Since 1990, California public water utilities have been providing an annual Water Quality Report to their customers. **This year's report covers calendar year 2023 drinking water quality testing and reporting.** The City of Fountain Valley Water Department (City) vigilantly safeguards your water supply and, as in years past, the water delivered to your home or business meets or exceeds the water quality standards required by federal and state regulatory agencies. The U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board, Division of Drinking Water (DDW) are the agencies responsible for establishing and enforcing drinking water quality standards.



Pursuant to the California Safe Drinking Water Act, the City monitors over 100 contaminants in your water supply. This report includes only the contaminants actually detected in the water. In some cases, the City goes beyond what is required by testing for unregulated contaminants that may have known health risks but do not have drinking water standards. Unregulated contaminant monitoring helps USEPA and DDW determine where certain contaminants occur and whether new standards need to be established for those contaminants to protect public health.



Through drinking water quality testing programs carried out by the Orange County Water District (OCWD) for groundwater, the Metropolitan Water District of Southern California (MWDSC) for treated surface water, and the City for the water distribution system, your drinking water is constantly monitored from source to tap for contaminants that are regulated and unregulated.

The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Therefore, some of our results, though representative of current conditions, are more than one year old.



Quality Water is Our Priority

Turn the tap and the water flows, as if by magic. Or so it seems. The reality is considerably different, however. Delivering high-quality drinking water to our customers is a scientific and engineering feat that requires considerable effort and talent to ensure the water is always there and safe to drink.

Because tap water is highly regulated by state and federal laws, water treatment and distribution operators must be licensed and are required to complete on-the-job training and technical education before becoming a state certified operator.

Our licensed water professionals have an understanding of a wide range of subjects, including mathematics, biology, chemistry, physics, and engineering. Some of the tasks they complete on

a regular basis include:

- Operating and maintaining equipment to purify and clarify water
- Monitoring and inspecting machinery, meters, gauges, and operating conditions
- Conducting tests and inspections on water and evaluating the results
- Documenting and reporting test results and system operations to regulatory agencies
- Serving our community through customer support, education, and outreach

So, the next time you turn on your faucet, think of the skilled professionals who make every drop count.



This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información importante sobre su agua para beber. Traducir, o hable con alguien que entiende.

Bản báo cáo có ghi những chi tiết quan trọng về phẩm chất nước trong cộng đồng quý vị. Hãy nhờ người thông dịch hoặc hỏi những người bạn mà hiểu rõ về vấn đề này nếu cần.

Constant Monitoring Ensures Continued Excellence

Sources of Supply

Fountain Valley's water supply is sourced from six City wells and one imported water connection. The City's wells pump groundwater from a natural underground aquifer that is replenished with water from the Santa Ana River, local rainfall, recycled Groundwater Replenishment System (GWRS) water, and imported water. The groundwater basin, which is managed by OCWD, is 350 square miles. It lies beneath north and central Orange County from Irvine to the Los Angeles County border and from Yorba Linda to the Pacific Ocean. A total of 19 cities and retail water districts draw from the basin to provide water to homes and businesses. The imported water connection provides water via the Municipal Water District of Orange County (MWDOC) that is imported by MWDSC from Northern California and the Colorado River. **In 2023, the City only provided groundwater, which is reflected in the charts provided.**



Orange County's Water Future

For years, Orange County has enjoyed an abundant, seemingly endless supply of high-quality water. However, as water demand continues to increase statewide, we must be



even more conscientious about our water supply and maximize the efficient use of this precious natural resource.

OCWD and MWDOC work cooperatively to evaluate new and innovative water management and supply

development programs, including water reuse and recycling, wetlands expansion, recharge facility construction, ocean and brackish water desalination, surface storage, and water use efficiency programs. These efforts are helping to enhance long-term countywide water reliability and water quality.

A healthy water future for Orange County rests on finding and developing new water supplies, as well as protecting the quality of the water that we have today. Your local and regional water agencies are committed to making the necessary investments today in new water management projects to ensure an abundant and high-quality water supply for our future.

Basic Information

About Drinking Water Contaminants

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of land or through the ground it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity.

Contaminants that may be present in source water include:

- ◆ **Microbial contaminants**, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- ◆ **Pesticides and herbicides**, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- ◆ **Inorganic contaminants**, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- ◆ **Organic chemical contaminants**, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- ◆ **Radioactive contaminants**, that can be naturally occurring or be the result of oil and gas production or mining activities.



In order to ensure that tap water is safe to drink, the USEPA and the DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at (800) 426-4791 or visiting epa.gov/safewater.

— To Safeguard Against Issues that May Affect Your Health —

We Comply with All State & Federal Water Quality Regulations

Chloramines

Although the City did not import water in 2023, the City can import water as needed from MWDSC which produces water using chloramines, a combination of chlorine and ammonia, as its drinking water disinfectant.



Chloramines are effective killers of bacteria and other microorganisms that may cause disease. Chloramines form fewer disinfection by-products and have no odor when used properly.

People who use kidney dialysis machines may want to take special precautions and consult their physician for the appropriate type of water treatment.

Customers who maintain fish ponds, tanks or aquaria should also make necessary adjustments in water quality treatment, as these disinfectants are toxic to fish.

For more information, or if you have any questions about chloramines, please call (714) 593-4624.

Immunocompromised People

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised people, such as those with cancer who are undergoing chemotherapy, persons who have had organ transplants, people with HIV/AIDS or other immune system disorders, some elderly persons, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline, (800) 426-4791, or epa.gov/safewater.



We Invite You to Learn More About Your Water's Quality

For information or concerns about this report, or your water quality in general, please visit the City's website at FountainValley.gov or contact Kevin Deason, Water Quality Technician, at (714) 593-4624, or send an email to Kevin.Deason@FountainValley.gov.

You may also address your concerns at the regularly scheduled City Council Meetings held at City Hall at 10200 Slater Avenue in Fountain Valley on the first and third Tuesdays of each month at 6:00 p.m. in the City Hall Council Chambers. Please feel free to participate in these meetings. The City firmly believes in the public's right to know as much as possible about the quality of their drinking water and the health of their watershed.

Your input and concerns are very important to us.

For more information about the health effects of the listed contaminants in the following tables, call the USEPA hotline at (800) 426-4791 or visit epa.gov/safewater.

The Groundwater Replenishment System

The Groundwater Replenishment System (GWRS) is a joint project of the Orange County Water District and the Orange County Sanitation District. The GWRS is the world's largest water purification system for indirect potable reuse. Every day, this state-of-the-art water purification project can produce up to 130 million gallons of high-quality water that meets or exceeds all state and federal drinking water standards. This helps decrease Southern California's dependence on imported water from the Sacramento-San Joaquin River Delta and the Colorado River.



While other Southern California counties rely mostly on imported water supplies to meet their water needs, Orange County does not. We have a vast groundwater aquifer basin from which we draw a substantial amount of our water. And the GWRS helps supply about 35 percent of the water that refills the basin each year. The GWRS is leading the way in water recycling, creating a locally-controlled, reliable supply of high-quality water that is drought-resilient. For more information visit ocwd.com/gwrs/.

About Lead in Tap Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

The City meets all standards for lead in the USEPA Lead and Copper Rule, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking.

If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline, (800) 426-4791, or at epa.gov/lead.



Drinking Water Fluoridation

Fluoride occurs naturally in the City's water supplies. In addition to the natural levels, the City's water system adds a small concentration of sodium fluoride to the water to promote dental benefits per a majority vote of the community. Fluoridating the water especially helps to prevent tooth decay in children. Because of the dramatic health benefits of fluoridating drinking water, a 1997 assembly bill of the state of California has mandated all large system water suppliers to begin fluoridating their systems. In 2007 MWDSC began fluoridation of their water supply. The City's water is fluoridated to the DDW optimal range between 0.6 to 1.2 parts per million.



There are many places to go for additional information about the fluoridation of drinking water.

U.S. Centers for Disease Control and Prevention

1-800-232-4636 • cdc.gov/fluoridation/

State Water Resources Control Board, Division of Drinking Water

waterboards.ca.gov/drinking_water/certlrc/drinkingwater/Fluoridation.html

For more information about MWDSC's fluoridation program, please contact Edgar G. Dymally at (213) 217-5709 or via email at edymally@mwdh2o.com.

What are Water Quality Standards?

Drinking water standards established by USEPA and DDW set limits for substances that may affect consumer health or aesthetic qualities of drinking water. The charts in this report show the following types of water quality standards:

- ◆ **Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.
- ◆ **Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- ◆ **Secondary MCLs** are set to protect the odor, taste, and appearance of drinking water.
- ◆ **Primary Drinking Water Standard (PDWS):** MCLs, MRDLs and Treatment Techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements.
- ◆ **Regulatory Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

What is a Water Quality Goal?

In addition to mandatory water quality standards, USEPA and DDW have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guideposts and direction for water management practices. The charts in this report include three types of water quality goals:

- ◆ **Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.
- ◆ **Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- ◆ **Public Health Goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

How are Contaminants Measured?

Units	Units	Equivalence
ppm = parts per million	mg/L = milligrams per liter	1 second in 11.5 days
ppb = parts per billion	µg/L = micrograms per liter	1 second in nearly 32 years
ppt = parts per trillion	ng/L = nanograms per liter	1 second in nearly 32,000 years

2023 City of Fountain Valley Drinking Water Quality Local Groundwater

Contaminant	MCL	PHG (MCLG)	Average Amount	Range of Detections	MCL Violation?	Typical Source of Contaminant
Radiologicals – Tested in 2019 and 2023						
Uranium (pCi/L)	20	0.43	2.3	1.3 – 3.9	No	Erosion of Natural Deposits
Inorganic Contaminants – Tested in 2023						
Aluminum (ppm)	1	0.6	ND	ND – 0.422	No	Runoff or Leaching from Natural Deposits
Fluoride (ppm) naturally-occurring	2	1	0.42	0.3 – 0.68	No	Erosion of Natural Deposits
Fluoride (ppm) treatment-related	2	1	See Footnote 1		No	Water Additive for Dental Health
Nitrate as N (ppm)	10	10	1.3	0.8 – 1.8	No	Agriculture Runoff and Sewage
Nitrate and Nitrite as N (ppm)	10	10	1.3	0.8 – 1.8	No	Agriculture Runoff and Sewage
Secondary Standards* – Tested in 2023						
Aluminum (ppb)	200*	600	ND	ND – 422	No	Runoff or Leaching from Natural Deposits
Chloride (ppm)	500*	n/a	35	29 – 50	No	Runoff or Leaching from Natural Deposits
Copper (ppb)	1000*	300	ND	ND – 74	No	Runoff or Leaching from Natural Deposits
Iron (ppb)	300*	n/a	18.1	ND – 632	No	Leaching from Natural Deposits; Industrial Wastes
Specific Conductance (µmho/cm)	1,600*	n/a	562	473 – 692	No	Substances that Form Ions in Water
Sulfate (ppm)	500*	n/a	71	50 – 104	No	Runoff or Leaching from Natural Deposits
Total Dissolved Solids (ppm)	1,000*	n/a	353	290 – 444	No	Runoff or Leaching from Natural Deposits
Turbidity (NTU)	5*	n/a	0.1	ND – 0.35	No	Runoff or Leaching from Natural Deposits
Unregulated Contaminants – Tested in 2023						
Alkalinity, total as CaCO ₃ (ppm)	Not Regulated	n/a	166	140 – 183	n/a	Runoff or Leaching from Natural Deposits
Calcium (ppm)	Not Regulated	n/a	65	51 – 83	n/a	Runoff or Leaching from Natural Deposits
Chromium, Hexavalent (ppb)	Not Regulated	0.02	1.1	0.44 – 2.3	n/a	Erosion of Natural Deposits; Industrial Discharge
Hardness, total as CaCO ₃ (ppm)	Not Regulated	n/a	213	169 – 266	n/a	Runoff or Leaching from Natural Deposits
Hardness, total (grains/gallon)	Not Regulated	n/a	12	9.9 – 16	n/a	Runoff or Leaching from Natural Deposits
Magnesium (ppm)	Not Regulated	n/a	12	10 – 14	n/a	Runoff or Leaching from Natural Deposits
pH (pH units)	Not Regulated	n/a	8	7.8 – 8.1	n/a	Hydrogen Ion Concentration
Potassium (ppm)	Not Regulated	n/a	2.4	1.9 – 3.6	n/a	Runoff or Leaching from Natural Deposits
Sodium (ppm)	Not Regulated	n/a	42	36 – 48	n/a	Runoff or Leaching from Natural Deposits

ppb = parts-per-billion; ppm = parts-per-million; pCi/L = picoCuries per liter; NTU = nephelometric turbidity units; µmho/cm = micromhos per centimeter; ND = not detected; MCL = Maximum Contaminant Level; (MCLG) = federal MCL Goal; n/a = not applicable; PHG = California Public Health Goal; NL = Notification Level

* Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).

(1) The Fountain Valley water system treats your water by adding fluoride to the naturally occurring level in order to help prevent dental caries in consumers. The fluoride levels in the treated water are maintained by the City within a control range of 0.6 ppm to 1.2 ppm.

Unregulated Contaminants Requiring Monitoring at Entry Points to the Distribution System

Contaminant	Notification Level	PHG	Average Groundwater Amount	Range of Detections	Most Recent Sampling Date
Bromide (ppm)	n/a	n/a	0.15	0.082 – 0.24	2019
Manganese (ppb)**	SMCL = 50	n/a	2.7	ND – 12.1	2019
Total Organic Carbon (Unfiltered) (ppm)	n/a	n/a	0.19	0.12 – 0.38	2019

SMCL = Secondary MCL

**Manganese is regulated with a secondary standard of 50 ppb but was not detected, based on the detection limit for purposes of reporting of 20 ppb. Manganese was included as part of the unregulated contaminants requiring monitoring.

Source Water Assessment

Groundwater Assessment

An assessment of the drinking water sources for the City was completed in February 2003 and was updated in October 2016 for Wells 6, 9 and 10.

The groundwater sources are considered most vulnerable to the following activities not associated with detected contaminants: dry cleaners, gas stations, historic gas stations, NPDES/WDR

permitted discharges, and sewer collection systems.

A copy of the complete assessment is available at State Water Resources Control Board, Division of Drinking Water, Santa Ana District, 2 MacArthur Place, Suite 150, Santa Ana, CA 92707. You may request that a summary of the assessment be sent to you by contacting Oliver Pacifico at (714) 558-4410.

2023 City of Fountain Valley Distribution System Water Quality

Disinfection Byproducts	MCL (MRDL/MRDLG)	Average Amount	Range of Detections	MCL Violation?	Typical Source of Contaminant
Total Trihalomethanes (ppb)	80	13	ND – 22.8	No	Byproducts of chlorine disinfection
Haloacetic Acids (ppb)	60	3	ND – 5.2	No	Byproducts of chlorine disinfection
Chlorine Residual (ppm)	(4 / 4)	0.41	0.22 – 0.78	No	Disinfectant added for treatment
Aesthetic Quality					
Color (color units)	15*	1	1	No	Erosion of natural deposits
Odor (threshold odor number)	3*	1	1	No	Erosion of natural deposits
Turbidity (NTU)	5*	0.14	ND – 0.48	No	Erosion of natural deposits

Eight locations in the distribution system are tested quarterly for total trihalomethanes and haloacetic acids; thirty are tested monthly for color, odor and turbidity.
MRDL = Maximum Residual Disinfectant Level; **MRDLG** = Maximum Residual Disinfectant Level Goal; **NTU** = nephelometric turbidity units; **ND** = not detected.
 * Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).

Lead and Copper Action Levels at Residential Taps

	Action Level (AL)	Public Health Goal	90 th Percentile Value	Sites Exceeding AL / Number of Sites	AL Violation?	Typical Source of Contaminant
Copper (ppm)	1.3	0.3	0.15	0 / 33	No	Corrosion of household plumbing
Lead (ppb)	15	0.2	ND	0 / 33	No	Corrosion of household plumbing

For the sampling event, 33 residences were tested for lead and copper at-the-tap. The most recent set of samples was collected in 2021.
 Lead was not detected in any sample. Copper was detected in 24 samples, none of which exceeded the Action Level (AL).
 A regulatory AL is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Unregulated Contaminants Requiring Monitoring in the Distribution System

Contaminant	Notification Level	PHG	Average Amount	Range of Detections	Most Recent Sampling Date
Chlorodibromoacetic Acid (ppb)	n/a	n/a	ND	ND – 0.3	2019
Dibromoacetic Acid (ppb)	n/a	n/a	0.27	ND – 0.6	2019



Want to Learn More About Water?

There's a wealth of information on the internet about drinking water quality and water issues in general, especially water use efficiency and conservation. Some good sites — both local and national — to begin your own research are:

City of Fountain Valley: fountainvalley.gov

Orange County Water District: ocwd.com

Metropolitan Water District of Southern California: mwdh2o.com

U.S. Environmental Protection Agency: epa.gov/safewater

California Department of Water Resources: water.ca.gov

The Water Education Foundation: watereducation.org

Water Conservation Tips & Rebate Information: ocwatersmart.com

Make Conservation a Way of Life

Water is a limited natural resource that needs to be used efficiently in both wet years and dry years. That's why the City of Fountain Valley has permanent water conservation requirements in place to promote the efficient use of water and reduce or eliminate waste. These requirements are in effect at all times and additional requirements may be implemented in response to water shortages.

Visit FountainValley.gov/532/Water-Restrictions to learn about current restrictions.



- ◆ **Water plants only when necessary**, and adjust sprinklers to water your lawn – not the sidewalk or street.
- ◆ **Water before 9 a.m. and after 6 p.m.** to reduce evaporation.
- ◆ **Limit watering to 15 minutes or less** per station to prevent runoff.

Tips to Make Every Drop Count

Do you know that the average U.S. household uses approximately 400 gallons of water per day? That's 100 gallons per person per day! Luckily, there are many low-cost and no-cost ways to conserve water. Here are a few ideas to get you started, because even small changes can make a big difference.

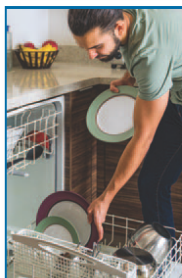
- ◆ **Take short showers.** A 5 minute shower uses 4 to 5 gallons of water compared to up to 50 gallons for a bath.



- ◆ **Turn off the water** while brushing your teeth, washing your hair, and shaving to save up to 500 gallons a month.

- ◆ **Use a water-efficient showerhead.** They are inexpensive, easy to install, and can save up to 750 gallons a month.

- ◆ **Fix leaking toilets and faucets.** Faucet washers are inexpensive and take only a few minutes to replace. To check your toilet for a leak, place a few drops of food coloring in the tank and wait. If it seeps into the toilet bowl without flushing, you have a leak. Fixing it or replacing it with a new, more efficient model can save up to 1,000 gallons a month.



- ◆ **Run your clothes washer and dishwasher only when full** to save up to 1,000 gallons a month.

Track Your Water Usage

As part of the City's efforts to help customers manage their water usage and save money, the City offers residents and businesses the ability to monitor their water consumption through the Water Usage Customer Portal. Customers can use the portal to view their water consumption data online and sign up to receive email alerts. The portal gives customers access to up-to-date data regarding their

hourly, daily, weekly, and monthly water usage so they can identify potential problems, manage their water use, and aid in water conservation efforts.

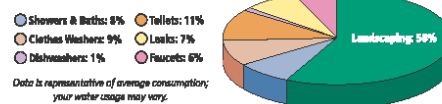
Simply visit fountainvalley.gov and click on "Water Usage" to setup your Water Usage Customer Portal account. All you need is your email address, the name on your water bill, and your account number.



Where Do We Use Water the Most?

Outdoor watering of lawns and gardens makes up approximately 60% of home water use. By reducing your outdoor water use — by either cutting back on irrigation or planting more drought tolerant landscaping — you can dramatically reduce your overall water use.

Save the most where you use the most: Make your outdoor use efficient.



On the Cover: Sunrise Over Fountain Valley

Photo by Manny Nunez • MannyNunezAerial.com



City of Fountain Valley Field Services – Water Department

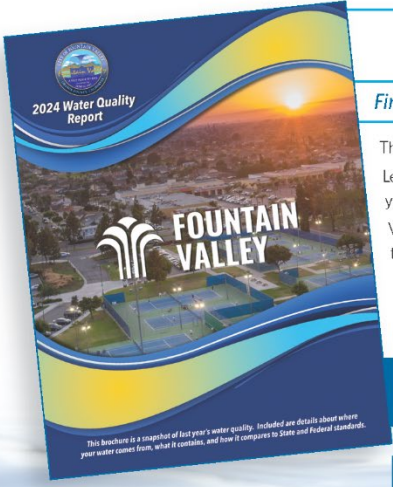
17300 Mt. Hermann St. • Fountain Valley, CA 92708

FountainValley.gov

Attachment D

Sample 2024 Notification Postcard (one RWA)

FOUNTAIN VALLEY 2024 WATER QUALITY REPORT POSTCARD - FINISHED SIZE: 8.5" X 5.5" - SIDE A



2024 Water Quality Report

FOUNTAIN VALLEY

This brochure is a snapshot of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State and Federal standards.

NOW AVAILABLE

2024 Water Quality Report

Finding out what's in your water is as transparent as water itself.

The City of Fountain Valley 2024 Water Quality Report is now available. Learn about where your water comes from, and the measures taken to provide you with safe, reliable, high-quality water.

Visit FountainValley.gov/1205/Water-Quality-Reports-FAQs to read the report online.

If you would like a paper copy of the report, please call 714-593-4600, or email your name and address to Christine.Smith@FountainValley.gov or Kevin.Deason@FountainValley.gov with the subject line: Water Quality Report.

Your Water at a Glance

- ◆ Meets or exceeds all state and federal water quality standards
- ◆ More than 12,000 water quality tests conducted annually
- ◆ Sampled at 44 points throughout Fountain Valley

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.	Este informe contiene información importante sobre su agua para beber. Tradúcelo, o habla con alguien que entienda.	Bản báo cáo có ghi những chi tiết quan trọng về phẩm chất nước trong cộng đồng quý vị. Hãy nhờ người thông dịch hoặc hỏi những người bạn mà hiểu rõ về vấn đề này nếu cần.
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FOUNTAIN VALLEY 2024 WATER QUALITY REPORT POSTCARD - FINISHED SIZE: 8.5" X 5.5" - SIDE B

OUR TOP PRIORITY:

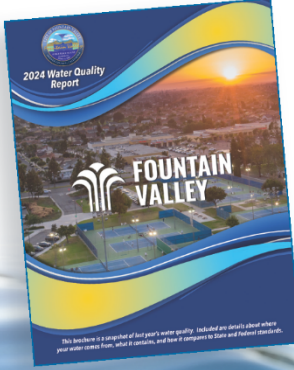
Safe, Reliable, High-Quality Water — Every Day

The City of Fountain Valley is committed to providing safe, reliable, high-quality water to all of our customers.

To learn more about your drinking water, view or download the 2024 Water Quality Report at

FountainValley.gov/1205/Water-Quality-Reports-FAQs

If you would like a printed copy of the report mailed to you, please call 714-593-4600, or email your name and address to Christine.Smith@FountainValley.gov or Kevin.Deason@FountainValley.gov with the subject line: Water Quality Report.




2024 Water Quality Report Available Online

City of Fountain Valley
Field Services - Water Department
17300 Mt. Herrmann Street
Fountain Valley, California 92708

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