



Municipal Water District of Orange County

REQUEST FOR PROPOSAL

For

Professional Services

For

Geographic Information System (GIS) Needs Assessment

RFP ENG. 2025-01

January 28, 2025

Questions for clarification are due 5:00 pm February 13, 2025.

Proposals are due 5:00 pm February 24, 2025.

Electronic submittals only and must be less than 25 Megabytes (MB).

Professional Services for Geographic Information System (GIS) Needs Assessment
REQUEST FOR PROPOSAL (RFP)

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Request for Proposal Information

1. About MWD OC

The Municipal Water District of Orange County (MWD OC) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911 to provide imported water to Orange County.

Today, MWD OC is the third largest member agency of Metropolitan Water District of Southern California (Metropolitan) based on assessed property valuation. MWD OC is a regional water wholesaler and resource planning agency, supplying imported water supply to all of Orange County's except to the cities of Anaheim, Fullerton, and Santa Ana. MWD OC's mission is *to provide reliable, high-quality water supplies from Metropolitan and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for Orange County*. While MWD OC does not own or operate water infrastructure of its own, the District's efforts are focused on sound planning and appropriate investment in water supply reliability, regional coordination of delivery infrastructure with Metropolitan and retail water agencies, water use efficiency and water loss control programs, and emergency preparedness and response. Headquartered in Fountain Valley, MWD OC is governed by a seven-member elected Board of Directors, with each Board member representing a specific MWD OC division in the County.

MWD OC purchases imported water from Northern California and the Colorado River – through Metropolitan and wholesales this water to 27 member agencies (local water agencies and city water departments) which provide retail water services to a population of 2.4 million. MWD OC also sells untreated imported water to Orange County Water District for groundwater replenishment. MWD OC together with the cities of Anaheim, Fullerton, and Santa Ana serve a population of approximately 3.1 million consumers in a 600 square mile area of Orange County.

2. Invitation for Proposals

MWD OC invites qualified firms to submit a proposal for MWD OC's Geographic Information System (GIS) Needs Assessment. The purpose of this RFP is to obtain a qualified consultant team to assist MWD OC in assessing the District's current GIS environment, identifying and clarifying near-term and long-term needs (organization-wide and by department), assistance with establishing clear organizational and departmental GIS goals, and developing a realistic roadmap with recommendations for resources to accomplish goals, including rough order of magnitude future cost estimates.

3. Project Background

MWD OC's services focus on resource and reliability planning, policy advocacy on water supply development, water use efficiency, water loss control, legislative advocacy, emergency preparedness, and public information and water education for the MWD OC service area. While MWD OC does not own or operate any water infrastructure, MWD OC handles a multitude of data and databases related to the services, analyses, and programs MWD OC provides to its 27 retail member agencies. MWD OC provides many GIS solutions but curates limited amounts of data on its own while leveraging data from numerous outside sources. Much of the data handled by MWD OC originates from our Member Agencies, cities and



the county, or is generated through MWDOC's Shared Services Programs (also known as Choice Programs). Shared Services Programs include on-going duration programs carried out in-house by MWDOC staff on behalf of Member Agencies (e.g. leak detection program, water use efficiency programs) and specific projects where MWDOC assists Member Agencies in the procurement and management of expert consultants to carry out projects (e.g. Urban Water Management Plans, Lead and Copper Rule Revisions Service Line Inventory assistance).

Current State – MWDOC's current in-house GIS capabilities and use are limited. MWDOC's Water Loss Control Program staff has developed a system of accepting file geodatabases from member agencies and then using these files to plan and assign work to field staff in FieldMaps. Field staff then perform acoustic leak detection work and collects information on suspected leaks in Survey123. MWDOC staff then reports the suspected leak information to member agencies using Excel exports, Survey123 report pdf, and most recently an ESRI Dashboard. There is no formalized data governance plan, or overarching data management procedure. Other MWDOC departments employ GIS in limited forms. MWDOC departments operate principally in their own space with cooperation and sharing of data as projects develop and needs require. MWDOC is a participating member agency of the Center for Demographic Research (CDR) at Cal State University, Fullerton for nearly two decades. CDR's main focus is demographic research. CDR has provided some GIS support (specifically mapping) for water infrastructure to MWDOC when CDR staff capacity allows. MWDOC also owns a hydraulic model of Orange County's water conveyance system (an Innovyze InfoWater model as an extension of Esri ArcGIS Pro) that is maintained by an engineering consultant through an on-call agreement. Recognizing the needs for greater GIS capabilities organization-wide as well as department-specific needs, MWDOC has included the launch of a GIS Needs Assessment as part of a major initiative for FY 2025-26 and beyond.

Organizational Needs – As a regional planning agency, MWDOC recognizes the need to be a central resource for data for water agencies in Orange County, primarily our retail Member Agencies. As administrator of several Shared Service Programs, MWDOC functions like an association where data is collected from external parties, Member Agencies, and other sources. MWDOC then provides additional value to its Member Agencies through the processing and analyses of data to help them meet regulatory compliance and other goals depending on specific projects or programs (e.g. water savings). As MWDOC deals with a diverse group of Member Agencies that vary in staffing resources and capabilities as well as data formatting and hosting platforms, MWDOC needs a flexible and scalable GIS system architecture. The system architecture must support a wide range of data and data formats, provide the ability to serve a diverse customer base, and allow for system scalability as needs expand and budgets allow. The GIS system architecture and a data management platform flexibility extends to serving the current needs of MWDOC's various departments as well as to support future needs. A critical objective of the GIS Needs Assessment is to summarize and document the business case for a MWDOC GIS system to the Board of Directors to justify funding for an GIS implementation program anticipated to begin in FY 2025-26.

Needs by Department – Needs by department vary according to the nature of each department's roles and functions. MWDOC is seeking an integrated and cohesive system to allow data sharing among the departments: one system that also supports each department's customized needs. MWDOC is seeking a system that will allow various departments to bring in data from various agencies in different formats for MWDOC to perform analyses across different platforms [Example; Water Use Efficiency (WUE) data is collected and analyzed to support and direct future WUE efforts, but also is a critical component for Reliability Planning and Engineering efforts to plan for future water supply needs for Orange County].



MWDOC is seeking the ability to link data in various formats (from maps to agreements) and to build dashboards and other means of visually communicating complex temporal and spatial data analyses results. A summary of MWDOC's current state of GIS and anticipated needs in the near-term is provided in Table 1.

4. Project Goals and Objectives

MWDOC anticipates implementing its GIS initiative in phases. The current Phase 1 Needs Assessment will provide a high level assessment to evaluate the current GIS environment, assess organizational and departmental GIS needs, and develop a strategy, roadmap, and business case for successful GIS implementation. Phase 2 Implementation is anticipated to begin in FY 2025-26 and extend for multiple years to set up a GIS system architecture framework from which to further develop specific GIS capabilities. Among the "early wins" of Phase 2 will be specific projects designed to demonstrate the value of MWDOC's GIS initiative and investments. Additional Phase 2 efforts will continue to improve upon the original framework and expand MWDOC's GIS capabilities to serve future needs as they evolve. This RFP is to solicit a consultant with expertise and experience to assist MWDOC with the needs assessment i.e. Phase 1. The consultant for Phase 1 is not prohibited from submitting proposals in response to the Phase 2 RFP.

MWDOC is looking for a needs assessment that provides an overall strategy for MWDOC's integrated GIS infrastructure that clarifies the values of GIS and enables MWDOC staff to clearly communicate its values to our Board. The needs assessment will deliver a roadmap that identifies components of a successful GIS, presents recommendations in a prioritized list of action items for implementation and include estimated time horizons and cost estimates.

The roadmap will identify the GIS infrastructure/platform that is the right fit for the anticipated use, performance needs, etc. and that is flexible and compatible with various data/data formats inputs (e.g. documents, databases, stand-alone tables, images, files, etc.) and output (maps, graphics, reports, etc.). The roadmap will identify human resources/staffing needs both internal and external (e.g. various users field crew, data analyst, GIS specialist, administrator). The roadmap will lay out estimated time horizons for implementation (near-term, mid-term, long-term) of solutions to the needs identified, along with associated estimated resources (costs, staffing, etc.) for each time horizon. The roadmap should also account for other considerations such as security, change management and change adoption strategy, scalability, impacts and trends of data technology, etc.



Table 1: Current GIS Needs by Department

Department	Current State	Near to Mid-Term Needs
Engineering	<ul style="list-style-type: none"> - Employs the Center for Demographics Research (CDR) at Cal State University, Fullerton for; water infrastructure mapping, maintaining and updating service area boundaries, analysis and source data for demographic data (population, employment and housing). 	<ul style="list-style-type: none"> - Improve operational management communications and coordination among wholesale and retail water agencies. Establish a Water Quality Data Platform to service as a central hub for communicating timely water quality data between Metropolitan and MWD OC Member Agencies. - Serve as an information resource for engineering staff for spatial and temporal information regarding water infrastructure and agreements including; pipeline capacity rights, service connection agreements, operating agreements, operating bulletins, minimum HGL requirements, pipeline O&M features (i.e., blow off locations, pressure control structures, hydraulic high/low points, residual parcel ownership along the Allen McColloch Pipeline, etc.)
Water Loss Control	<ul style="list-style-type: none"> - Employs ArcGIS Pro, ArcGIS Online (AGOL), FieldMaps, Survey123, and Dashboards for Leak Detection Program activities. There is currently 1 creator and 3 field workers using GIS in this department. - 5 years' worth of leak detection data is stored in AGOL 	<ul style="list-style-type: none"> - Review current uses and make recommendations for refinements - Automate reporting to member agencies - Streamline file sharing between MWD OC and member agencies - Unification of existing GIS databases
Water Use Efficiency	<ul style="list-style-type: none"> - Rebate data contained in an antiquated database and format (SQL) 	<ul style="list-style-type: none"> - Migration of historic WUE rebate data from old database to house past and future data (updated monthly), produce reports, and get new analytical capabilities (spatial, temporal, etc.) - House and access various county-wide historical aerial imagery datasets. Analyze landscape change over time and infrared vegetation.



Department	Current State	Near to Mid-Term Needs
		<ul style="list-style-type: none"> - House and access numerous landscape classification and parcel based irrigated and non-irrigated area measurement datasets, as related to the Making Conservation a California Way of Life framework. - View and analyze Commercial, Industrial and Institutional customer classifications. - Warehouse this data on behalf of member agencies.
WEROC*	<ul style="list-style-type: none"> - Employs Center for Demographics Research (CDR) at Cal State University, Fullerton for water infrastructure mapping 	<ul style="list-style-type: none"> - Emergency management dashboard - Enhanced situational awareness - Layered tools and Survey123 to capture real time data - Capture initial damage estimates/damage assessment - Real time layer of water leaks and impacted zones - Firewall different agency data to reflect specified agency data and WEROC as admin user over common operating picture of collective data capture - Dam emergency response plans and inundation mapping - Hazard layers – fire, flood, debris flow, - Incorporation of regulatory oversight of watershed (various agencies on who has authority on areas i.e. fish & wildlife, EPA, Water Conservation Authority, etc.) - Layers of other agencies other than water (power, telecommunications, transportation, etc.)
Others		<ul style="list-style-type: none"> - Use of data to prop up other activities - Interactive webmaps for the MWD OC website. (Ex. One that allows a customer to find their local retail water agency or MWD OC Director) - Development of a districtwide AGOL Hub for interdepartmental use - Development of a MWD OC AGOL Hub for member agency use

*WEROC stands for Water Emergency Response Organization of Orange County which supports planning and emergency response for 36 water and wastewater agencies in Orange County.



5. Scope of Work

MWDOC is looking for a consultant to provide the following services under this agreement:

- Perform an assessment of MWDOC's current GIS environment and compile and summarize MWDOC's future GIS needs. This may be done through facilitating discussions, interviews, and brainstorming sessions with MWDOC staff and other stakeholders (as necessary).
- A review of existing GIS processes and non-GIS databases that will need to be brought into GIS.
- Develop a roadmap that provides a set of recommendations and an associated range of cost estimates for MWDOC's GIS implementation with appropriate time horizons e.g. near-term, mid-term, and long-term.
- Prepare and deliver a concise memorandum and a PowerPoint presentation documenting the goals, methodologies, and recommendations of the needs assessment in an Executive Summary and more detailed memorandum format for both MWDOC Board and MWDOC staff audiences. The deliverables must clearly articulate GIS needs and recommended investments and be presented in a format(s) targeting staff, executive management and Board of Directors audiences.

6. Required Proposal Content

Proposals shall be **no more than 15 pages in length (11 pt. font 8.5" x 11")** excluding attachments (i.e., resumes and proposed revisions to the MWDOC Standard Professional Services Agreement). Proposals shall include the following sections as listed below:

A. Cover Letter

- a. Provide a cover letter that serves as the executive summary of the proposal.
- b. Acknowledge receipt of all addenda
- c. Acknowledge review of MWDOC's professional services agreement (**Attachment B**) and state your firm's willingness to accept the agreement terms and conditions. If your firm requests any changes, please include any proposed modifications to the standard terms and conditions in your proposal. While MWDOC negotiates such changes with consultants, MWDOC will consider your proposed modifications during the consultant selection process and retains the right to reject any portion of your proposed modifications.
- d. Include a signature of the Consultant's authorized representative

B. Experience and Qualifications

- a. Describe your firm's specific experience and the capabilities of the designated project manager, subject matter experts, technical staff, and support staff related to the outlined Scope of Work. Describe the capacities of your firm and all participating subconsultants to complete the Project within budget and on schedule.
- b. Key personnel assigned to the project shall not be reassigned without prior MWDOC contract manager approval.



- c. Disclose any proposed subcontract arrangements that would be utilized during this project.
- d. Provide an assurance of the firm's ability, considering the firm's current and planned workload, to begin and complete the work on time for the following milestones:
 - i. Completion of Final Draft Memorandum and Slide Presentation – April 25, 2025.
- e. Document that personal or organizational conflicts of interest prohibited by law do not exist.

C. Record of Performance

- a. Describe the project team's [not the firm's] past record of performance on similar projects for which your firm has provided services. Include a discussion of such factors as project outcomes and accomplishments, quality of work, control of costs, ability to meet schedules, and innovative solutions brought to the project.
- b. Provide at least three public agency references that may be contacted by MWDOC including name, title/role, phone number, and email.

D. Project Work Plan

- a. Propose a Project Work Plan consistent with the Scope of Work provided above.
- b. Your proposal shall at minimum, meet the Scope of Work which is the general extent of the services needed by MWDOC and agencies. If you feel additional services may provide value, please add separately as optional tasks.

E. Project Schedule

- a. Provide a project schedule showing key milestones, such as timeline of key meetings and deliverables. The proposed schedule shall include narrative with assumptions for agency review ensuring completion of the final draft deliverables on or before April 25, 2025.

F. Project Fee Schedule

- a. Provide detailed budgets for completion of the project. The detailed services proposal shall include fee schedules and a breakdown of the fee by task, project team members, subconsultants, and other direct costs. If during the project, the consultant determines the level of effort is going to significantly exceed the agreed upon level of effort, the consultant will immediately notify MWDOC.
- b. Include a Rate Sheet for all project team members that remains valid through August 30, 2025.
- c. The estimated project budget is \$35,000 - \$40,000.

G. Attachments

- a. Resumes (may be submitted as an attachment separate from the main proposal if needed in order to meet the file size and page limits)



- b. Proposed revisions to the MWDOC Standard Professional Services Agreement (if applicable)

7. Proposal Evaluation Criteria

A review panel consisting of MWDOC staff from various departments will review the proposals and select a preferred consultant based upon the review criteria established. Criteria for evaluation of proposals and selection of consultant recommendation for Board consideration shall be based on, but not limited to the following considerations. Proposals will be scored based on Table 1 guidelines.

- Proposal content and format is professional and responsive.
- Proposal demonstrates a clear understanding of the required scope of work.
- The work plan is thorough, sound, and demonstrates a clear path to complete the project on time and within budget.
- The overall project approach is well thought out.
- Firm and project team’s experience demonstrate ability to effectively deliver the project.
- Fee will be considered after the qualifications of all firms have been evaluated.

Table 1: Proposal Evaluation and Scoring Criteria

Proposal Component	%
Cover Letter (Executive Summary)	10
Experience, Qualifications, and Record of Performance	35
Project Understanding and Approach	50
Willingness to Accept Standard Agreement Terms	5
Total	100

Based upon this information, MWDOC staff will recommend consideration of award of contract to MWDOC’s Board of Directors for award of a professional services agreement. An interview may or may not be requested depending on the outcome of the review of the proposals and their scores. The firm that is awarded this work will not be precluded from the subsequent phases of GIS implementation.

8. Proposal Submittal

Proposals (including accompanying materials) will become the property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.)

MWDOC reserves the right to request additional information from prospective consultants prior to final selection and to consider information about a firm other than that submitted in the proposal.



Interested firms may submit questions in writing. All questions will be documented and answers/clarifications provided in an addendum to the RFP. Questions will be accepted until **Thursday February 13, 2025 at 5:00 pm** and should be submitted to Sarina Sriboonlue, Principal Engineer at ssriboonlue@mwdoc.com with the subject line: *Questions for MWDOC RFP ENG. 2025-01: GIS Needs Assessment*.

Proposals will be accepted until **Monday February 24, 2025 at 5:00 pm**. The electronic copy should be emailed to Sarina Sriboonlue, Principal Engineer at ssriboonlue@mwdoc.com with the subject line: ***Proposal for MWDOC RFP ENG 2025-01: GIS Needs Assessment***. No printed proposals are required.

PLEASE NOTE –ALL SUBMITTALS SHALL BE **LESS THAN 25 MEGABYTES** TO ALLOW EMAILING. FAILURE TO MEET THIS REQUIREMENT WILL BE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

This request does not commit MWDOC to retain any consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. MWDOC reserves the right to reject any or all proposals and to negotiate with any qualified applicant.



Attachment A – Schedule of Events

Activities	Anticipated Dates
1. Issue RFP	January 28, 2025
2. Questions on RFP Due	February 13, 2025
3. Proposal Due	February 24, 2025
4. Consultant Selection	February 28, 2025
5. MWD OC's Committee Recommendation	March 12, 2025
6. MWD OC's Board Consideration of Contract Award	March 19, 2025
7. Contract Execution and Authorization to Proceed	March 25, 2025
8. Final Draft Deliverables	April 25, 2025
9. Final Deliverables	May 9, 2025



Attachment B – Standard MWDOC Professional Services Agreement

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated [DATE], 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 [CONSULTANT] hereinafter referred to as "**CONSULTANT**" for [SCOPE], hereinafter referred to as "**SERVICES**."¹ **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

I **PURPOSE AND SCOPE OF WORK**

A. **Consulting Work**

DISTRICT hereby contracts with **CONSULTANT** to provide general or special **SERVICES**, as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein, and in coordination with "**PARTICIPATING AGENCIES**", as more specifically defined by the List of Participating Agencies, attached as **Exhibit "C"**². Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

B. **Independent Contractor**

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**. **CONSULTANT** 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.

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

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.

² The **PARTIES** acknowledge that the list of **PARTICIPATING AGENCIES** in contract with **DISTRICT** for **CONSULTANT's SERVICES** as set forth in **Exhibit "C"** is subject to modification.

C. **Changes in Scope of Work**

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

II **TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

III **BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

A. **Budgeted Amount for Services**

CONSULTANT is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT 80%** of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. **Fees**

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

C. **Notification Clause**

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

Notices shall be made as follows:

Municipal Water District of Orange County
Harvey De La Torre
General Manager
18700 Ward Street, P.O. Box 20895
Fountain Valley, CA 92708

D. Billing and Payment

CONSULTANT's fees shall be billed by the 25th day of the month for the previous month's activities. Invoices received by the 25th 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. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

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

IV DOCUMENTS

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

V TERMINATION

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

VI INSURANCE REQUIREMENTS

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

A. Workers' Compensation Insurance

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

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

B. Professional Liability Insurance

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

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

C. Other Insurance

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

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

D. **Expiration of Coverage**

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

VII **INDEMNIFICATION**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its Directors, officers, agents, employees, attorneys, consultants and authorized volunteers, the **PARTICIPATING AGENCIES**, and each of them from and against all third party actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, including reasonable legal fees and costs, arising out of, resulting from, or on account of **CONSULTANT's** or its officials, officers, employees, subcontractors, consultants, or agents' performance of **SERVICES** under this agreement, including but not limited to:

- a. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- b. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement, **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT**, its Directors, officers, employees, attorneys, consultants or authorized volunteers, nor to any **PARTICIPATING AGENCY** in contract with **DISTRICT** for **CONSULTANT's SERVICES**, for defense or indemnity.

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its Directors, officers, employees, attorneys, consultants, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its Directors, officers, employees, attorneys, consultants, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall immediately reimburse **DISTRICT** or its Directors, officers, employees, attorneys, consultants, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

CONSULTANT's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, the **PARTICIPATING AGENCIES**, or its Directors, officers, employees, attorneys, consultants, or authorized volunteers.

Notwithstanding anything to the contrary in this Agreement, **CONSULTANT** is not obligated to indemnify, hold harmless, or defend **DISTRICT** or a **PARTICIPATING AGENCY** against any claim (whether direct or indirect) if such claim or corresponding loss arises out of or result from, **DISTRICT's**: (1) sole or 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 **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethics Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

IX PERMITS AND LICENSES

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

X LABOR AND MATERIALS

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

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

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

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

B. No Disclosure of Confidential Materials

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

C. Protections to Ensure Control Over Materials

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

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

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** and **PARTICIPATING AGENCIES** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT** and **PARTICIPATING AGENCIES**, including but not limited to any copyright interest. In addition, **DISTRICT** and **PARTICIPATING AGENCIES** reserve 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** and **PARTICIPATING AGENCIES** pursuant to this **AGREEMENT** and to authorize others to do so. Reuse of documents by **DISTRICT** or others on extensions or modifications of this project or on other

sites or use by others on this project, shall be at the user's sole risk, without liability to **CONSULTANT**.

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

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

XIII EQUAL OPPORTUNITY

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

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

XIV INTEGRATION OF ALL OTHER AGREEMENTS

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

XV ELECTRONIC SIGNATURES

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** as determined by a court of competent jurisdiction.

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.

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:

Date _____

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

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 - \$ _____
3. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$ _____. **CONSULTANT's** fees shall be billed by the 25th day of the month for the previous month's activities. Invoices received by the 25th 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**.

Consultant shall prepare a breakdown of percent complete by task by Participating Agency to submit with each monthly invoice.

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.
4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “)

5. Consultant Representative: _____